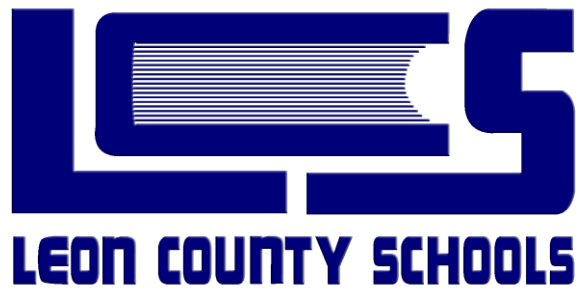


# **SPECIFICATIONS AND CONTRACT DOCUMENTS**

FOR

**Lively Technical Center, Building 8  
Exterior Door and Entrance Replacement**

**LEON COUNTY SCHOOLS**



**August 16, 2015**

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The following are to be included with proposals or bids

### Forms

1. A – Affidavit
2. B – LCSB Sworn Statement – New Contract/Public Entity Crime Law: Assurance of conformance with Public Entity Crime Law, Section 287.133(2)(a), Florida Statute
3. C – Conflict of Interest Disclosure
4. D – Prohibition Against Contingency Fees
5. E – Debarment Information/Form
6. F – (New) Affidavit for Claiming Local Purchasing Preference (LCS Policy 6450)
7. G – (New) Certification Regarding Scrutinized Companies List, 215.473, Florida Statute

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

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

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	<b>TECHNICAL SPECIFICATIONS</b>	
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**SECTION A**  
**ADVERTISEMENT**

SCHOOL BOARD OF LEON COUNTY, FLORIDA  
Lively Technical Center, Building 8, Exterior Door and Entrance Replacement

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

Project: Lively Technical Center, Building 8, Exterior Door and Entrance Replacement  
Bid No.: 5340-2016  
Bid Date/Time: Tuesday, September 1, 2015 at 2 pm local time  
Place: 3397 West Tharpe Street, Tallahassee, Florida 32303

Drawings and Specifications are included in the solicitation document posted on the Construction & Facilities Contracting webpage <http://www.leonschools.net/Page/4233>. All materials furnished and all work performed shall be in accordance with Drawings and Specifications. Each Bid shall be addressed to: Bid #5340-2016, Lively Technical Center, Building 8, Exterior Door and Entrance Replacement, Tuesday, September 1, 2015 at 2 pm local time.

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

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

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

A Pre-Bid Conference will be held on Friday, August 21, 2015 at 10:00 am at Lively Technical Center, Building 8 located at 500 Appleyard Drive, Tallahassee, FL 32304. All bidders or their representatives are encouraged to be in attendance.

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

Jackie Pons  
Superintendent of Schools

BY: Maggie B. Lewis-Butler  
Chairperson

June Kail  
Director of Purchasing

Publication: August 16, 2015

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## **SECTION B**

### **INSTRUCTION TO BIDDERS**

Contractors bidding the project may secure Bidding Documents at: of Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Tallahassee, Florida 32303, 850-617-5900.

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

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

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

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

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

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

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

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

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

2.03. **Criminal Background Checks/I.D. Badges:** --- Jessica Lunsford Act LCSB Policy 8475 – Criminal Background Checks .... Background screening requirements pursuant to Florida law for certain non-instructional school district employees and contractors states in part-"Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32."

2.03.1 **Reciprocity of Florida School I.D. Badges:** If a contractor has registered with another Florida school district, they may be able to obtain a Leon County School I.D. Check with our Safety and Security Dept. at [http://www.leonschools.net/newLCShomeFiles/Safety\\_Security/Safety\\_Security.html](http://www.leonschools.net/newLCShomeFiles/Safety_Security/Safety_Security.html)

Once the individual has been cleared, he/she will need to report to Fingerprint Services to pick up a picture id badge. Contact the office for cost of this process (850)487-7293.

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

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

3.01.1 Firms seeking to contract for school construction projects must hold a valid Certificate of Prequalification from the Leon County School Board. Certificates will be valid for one year from the date of School Board approval

and must be renewed annually. Submittals for work from firms not prequalified at the time of submittal will be deemed nonresponsive and will not be considered. Information regarding prequalification is found at: <http://www.leonschools.net/Page/4815>.

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

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

3.04 Prior to the date designated for receipt of bids, any issued Addenda will be mailed or delivered to each Contractor recorded by the Leon County School Board, Facilities and Construction as having received the Bidding Documents, and will be available for inspection Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Tallahassee, Florida 32303, 850-617-5900.

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

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

(a) **SBE Targets:** All Bidders (general contractor or construction manager) including SBE's shall demonstrate in their bid that a good faith effort was made to meet the goals of the department. All prime bidders will make contact with the Leon County School SBE Division for a listing of available SBEs who provide the services needed for the Bid or proposal.

(b) **Good Faith Effort** The following are examples of good faith efforts that Bidders can use if they are not meeting the Aspirational Target:

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

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

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

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

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

3.06 Preparation and Submission of Bid Form:

(a) Each Bidder shall copy the Bid Form on Bidder's own letterhead and indicate their bid prices thereon in the proper spaces for the entire work and for the alternates on which they bid. Any erasures or other

Bid No. 5340-2016, Lively Technical Center, Building 8, Exterior Door and Entrance Replacement

corrections in the bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the Owner.

- (b) Each Bid shall specify a unit price written in ink in both words and figures, for each of the separate items, as called for, except when the Bid is called for on a lump sum basis. Lump sum bids shall be shown in both words and figures; where there is a variation between the written amount and figures, the low one will be taken as the Bid price.
- (c) Each Bid must give the full business address of the Bidder, and state whether the Bidder is an individual, corporation or partnership. Bids by a corporation must contain the legal name and seal of the corporation, the name of the state of its incorporation and the manual signature and designation of an officer. Bids by partnerships shall show the name of the partnership, the names of all partners and must be signed by one of the g e n e r a l partners in the name of the partnership. The limited liability companies must show the name of the LLC, the names of all managers and members, and must be signed by either a manager or managing member in the name of the LLC.

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

- (d) The Bid shall include the following information, as required by Law:
  - 1. Form A – Affidavit
  - 2. Form B - LCS Sworn Statement – New Contracts/Public Entity Crime Law. Assurance of conformance with Public Entity Crime Law, Section 287.133(2)(a), F.S. To be completed and submitted.
  - 3. Form C – Conflict of Interest Disclosure
  - 4. Form D – Prohibition Against Contingency Fees
  - 5. Form E – Debarment Information/Form
  - 6. Form F – (New) Affidavit for Claiming Local Purchasing Preference (LCS Policy 6450)
  - 7. Form G – (New) Certification Regarding Scrutinized Companies List (s. 215.473, F.S.)
    - Trench Safety Act. Reference to the trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act, Sections 553.60 through 553.64, F.S.
    - A list of Subcontractors to be used for the work. The Subcontract listed in the Bid shall not be replaced without cause, once the list has been opened and made public, in accordance with Section 2555.0515, F. S.
- (e) The Owner reserves the right to waive informality in any bid, to reject any and all bids in whole or in part, with or without cause, and/or to accept the apparent low Bid, considering base bid and accepted alternates.

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

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

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

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

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

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

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

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

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

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

4.02.1 **A Non-Mandatory Pre-Bid walk-through will be held on August 21, 2015 at 10:00 a.m. at Lively Technical Center, Building 8 located at 500 Appleyard Drive, Tallahassee, FL 32304.** All bidders or their representatives are to meet at the site Building 8 in the front office and document attendance on the conference "sign-in" sheet. Attendees and District representatives will inspect the site and answer questions at that time.

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

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

## **5. SUBSTITUTIONS:**

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

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

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

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

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

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

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

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

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

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

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

7.02 The Owner reserves the right to reject any or all Bids when such rejection is in the interest of the Bid No. 5340-2016, Lively Technical Center, Building 8, Exterior Door and Entrance Replacement

Owner, and to reject the Bid of a Bidder who is not in a position to perform the Contract, or whose list of subcontractors is improperly prepared, or not included in the Bid.

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

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

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

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

The contract number assigned by the contracting public entity.

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

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

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

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

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

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

## **10. AWARD OF CONTRACT:**

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

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

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

**11. BID PROTEST PROCEDURES:**

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

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

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

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

**12. FAMILIARITY WITH LAWS:**

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

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

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

**13. ASSESSMENTS AND TAXES:**

13.01 Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases

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

**14. FLORIDA PRODUCTS AND LABOR**

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

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

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

**15. ALTERNATES:**

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

**16. BIDDER'S QUALIFICATIONS:**

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

16.02 If the price of the mechanical part of the project exceeds \$200,000.00, a full time mechanical foreman shall be assigned. The person assigned shall have a minimum of five (5) years' experience installing equipment and systems similar to those to be installed on this project. The mechanical foremen shall be on the site at all times when any mechanical work is being done, and shall be available to the Engineer and Owner's representative to examine work in progress and answer questions about schedule and installations.

**17. LICENSE:**

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

**18. DISQUALIFICATION OF BIDDER:**

18.01 More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid for the same work will cause the rejection of all bids in which such Bidder is believed to be interested. Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced may be rejected.

**19. HAZARDOUS MATERIALS AND WASTE:**

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

Said notification shall contain the following:



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

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

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

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

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

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

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

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

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**SECTION C**

**BID FORM**

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

SCHOOL BOARD OF LEON COUNTY, FLORIDA  
DIVISION OF FACILITIES  
3420 W. THARPE STREET, Suite 100  
TALLAHASSEE, FLORIDA 32303

DATE: September 1, 2015  
TIME: 2:00 pm local time  
OWNER'S BID NO. 5340-2016

REFERENCE: Lively Technical Center, Building 8, Exterior Door and Entrance Replacement

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

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and become familiar with the local conditions, nature and extent of the work, and having examined carefully the drawings, specifications, the Form of Agreement, and other Contract Documents, with the bond requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proposed execution and completion of the [insert project and school name] in full accordance with the drawings and specifications prepared by [insert name and address of firm], in full accordance with the Advertisement for Bids, Instruction to Bidders, Agreement and all other Contract Documents; and if awarded the Contract, I (We) will contract with the SCHOOL BOARD OF LEON COUNTY, FLORIDA to furnish all necessary labor, equipment, materials, and incidental costs, and that I (We) will substantially complete all necessary work in accordance with the Specifications and Drawings, and the requirements under them within 60 consecutive calendar days after receipt of Notice-to-Proceed:

**Base Bid** Dollars(\$\_\_\_\_\_)

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

**Alternate No. 1:** Dollars(\$\_\_\_\_\_)

**Alternate No. 2:** Dollars(\$\_\_\_\_\_)

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

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

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

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

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

**Included in this bid are the following required by law:**

1. Exhibit A - Affidavit
2. Exhibit B - Sworn Statement – New Contracts/ Public Entity Crime Law. Assurance of conformance with Public Entity Crime Law, Section 287.133(2)(a). F.S.
3. Exhibit C – Conflict of Interest Disclosure
4. Exhibit D – Prohibition Against Contingency Fees
5. Exhibit E - Debarment Information /Form
6. Exhibit F – Affidavit for Claiming Local Purchasing Preferences
7. Exhibit G – Certification Regarding Scrutinized Companies List

Trench Safety Act. Reference to trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act. Section 553.60 through 553.64, F.S.  
A list of subcontractors to be used for the work. The subcontractors list in the bid shall not be replaced without cause, once the list has been opened and made public, in accordance with Section 255.0515., F.S.

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

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

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the SCHOOL BOARD OF LEON COUNTY, FLORIDA and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

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

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

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

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

(Seal)

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

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

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

END OF SECTION C

**SECTION D**

**LISTING OF SUBCONTRACTORS**

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

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

ATTENTION: Director of Construction

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

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

All subcontractors and suppliers are subject to approval of the Owner. The following are the subcontractors and suppliers proposed to be used if the undersigned is awarded the contract. If you need to add a separate sheet listing the subcontractors, then do so.

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

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

Name of Firm \_\_\_\_\_  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address/Zip: \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Contractor Certificate No.: \_\_\_\_\_

END OF SECTION D

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**SECTION E**

**BID BOND**

**GENERAL:**

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

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

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

END OF SECTION E

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**SECTION F**

**ACCEPTABLE SURETY COMPANIES**

**GENERAL:**

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

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

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

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

Company shall have at least the following minimum ratings:

<b><u>REQUIRED FINANCIAL CONTRACT AMOUNT</u></b>	<b><u>REQUIRED RATING 1*</u></b>
\$1 to 1,000,000	A - or Better [per 2014 S.R.E.F. 4(1)(a)(2)]
\$1,000,000 OR MORE	A - or Better

\*Best's Financial Rating.

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

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

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

END OF SECTION F



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## **SECTION G**

### **CONTRACT BONDS**

#### **General:**

Performance Bond and Payment Bonds:

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

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

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**SECTION H**

**CONTRACT AGREEMENT**

Revised: March 2014

**TITLE**

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Board Agenda \_\_\_\_\_

Item No. \_\_\_\_\_

**AGREEMENT BETWEEN  
OWNER AND CONSTRUCTION MANAGER AT RISK  
LEON COUNTY SCHOOL BOARD PROJECTS**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the School Board of Leon County, Florida (here-in-after called the “Owner”) and

**(The Contractor)**

for services in connection with the Projects for the Owner as assigned as follows:

<insert school>

The Architect:

<insert Architect>

The Owner and the Construction Manager agree as set forth below:

**1**

**ARTICLE 1**

**The Construction Team and Entire Agreement**

- 1.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owners.
- 1.2 **The Construction Team**: The Construction Manager, the Owner, and the Architect (the “Construction Team”) will work as a team through the completion of pre-construction and construction services. The Construction Manager shall provide leadership to the Construction Team on all matters relating to preconstruction and construction. The Architect will provide leadership to the Construction Team on all matters relating to design.

1.3 **Entire Agreement:** This Agreement, all attachments thereto (which are each incorporated by reference), Conditions of the Contract (General and/or Supplemental), Construction Manager’s proposal for pre-construction services, Drawings, Specifications, and any duly executed change orders, addenda or amendments related thereto, together represent the entire agreement between the Owner and the Construction Manager, shall collectively be referred to as Contract Documents and supersede all prior negotiations, representations, or agreements. This agreement may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 **Defined Terms and Conflict:** Throughout this Agreement, capitalized terms will have the meaning set forth in the Conditions of the Contract unless specifically defined herein. Where this Agreement is expressly in conflict with the Conditions of the Contract, this Agreement will prevail. Where this Agreement is silent, the Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail.

2 **ARTICLE 2**  
**Preconstruction Phase - Construction Manager’s Basic Services**

2.1 Preconstruction Phase is not authorized under this Agreement.

3 **ARTICLE 3**  
**Preconstruction Phase - Payments to Construction Manager**

3.1 Preconstruction Phase is not authorized under this Agreement.

4 **ARTICLE 4**  
**Construction Phase - Construction Manager’s Basic Services**

4.1 The scope of required services under this Agreement will include full Construction Management at Risk services hereinafter referred to as the “Project”. The Construction Manager shall cooperate closely with the Owner’s Architect, Project Representative, and Building Code Inspector(s) and shall be responsible for the successful completion of the Project.

4.2 The services required for the construction program includes, but is not limited to, the following: **<INSERT SCOPE OF WORK>**

4.3 **Construction Phase:** Unless otherwise authorized by the Owner, all permanent construction for the Project shall be performed under Trade Contracts held by the Construction Manager, except as provided in Article 3 paragraph 3.4.1, Labor and Materials of the **LCSB General Conditions**. The Construction Manager shall not bid on any of the Trade Contractor Work or perform such work with its own forces without the prior written consent of the Owner’s Representatives. The Construction Manager shall:

- 4.3.1 Administer the construction phase as provided herein and in the Conditions of the Contract, which include the following: the *LCSB General Conditions* and the Contract for Construction, as revised by the Owner and Architect. Terms used in the Conditions of the Contract shall have the following meaning:
- 4.3.1.1 “Contractor” means Construction Manager, and the terms will be used interchangeably.
  - 4.3.1.2 “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.
  - 4.3.1.3 “Contract Sum” means Guaranteed Maximum Price, and the terms will be used interchangeably.
  - 4.3.1.4 “Construction Management Fee” refer to Article 8.
  - 4.3.1.5 “Cost of Work” refer to Exhibit B.
- 4.3.2 Commence the work within 10 days after receipt of Notice-to-Proceed from the Owner.
- 4.3.3 Manage, schedule and coordinate the work, including the work of the Trade Contractors, and coordinate the work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner’s objectives of cost, time and quality. Develop and maintain a program acceptable to the Owner and Architect, to assure quality control of the construction. Supervise the work of all subcontractors providing instructions to each when its work does not conform to the requirements of the Plans and Specifications and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and the Architect over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
- 4.3.4 Maintain exclusively for this Project a competent staff as outlined in ATTACHMENT “A” to coordinate and direct the work and progress of the Trade Contractors on the Project. All the of Construction Manager’s on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Owner’s consent which shall not be unreasonably withheld. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.
- 4.3.5 Provide contract administration and recommend approval of payments; monitor and record the construction progress; review and approve as-builts and maintenance and warranty

manuals from all sub-contractors; provide limited construction services; and keep a daily log of all site visits and observations.

- 4.3.6 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Project.
- 4.3.7 Establish procedures for coordination between the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the work.
- 4.3.8 Develop and implement procedures to monitor, record, review, and approve all submittals, shop drawings, change orders, pay requests, and field orders for budget and schedule impact, and compliance with the contract documents.
- 4.3.9 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.
- 4.3.10 In coordination with the Architect, establish and implement procedures for tracking and expediting and processing of shop drawings and samples, as required by the Conditions of the Contract.
- 4.3.11 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, construction progress schedule, shop drawing status and other information as necessary. Provide prior notice to Owner and Architect of all such meetings, so that they may attend at their option. Prepare and distribute minutes. Schedule monthly meetings with the Architect, the Owner, and critical Trade Contractors.
- 4.3.12 Review the schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitor and update the Project Schedule and various sub-networkers as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring as part of the monthly project report. Display the current Project schedule in the on-site office; review at progress meetings.
- 4.3.13 Determine the adequacy of the Trade Contractor's personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner, Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not provided.
- 4.3.14 Provide purchasing packages of major components and equipment for the Owner to purchase directly. Purchase **Owner Furnished Contractor Installed** (herein called

“OFCI”) equipment directly and avoid sales tax. Such purchases shall be deducted dollar for dollar from the GMP.

- 4.3.15 When OFCI materials and equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided in the scope of the OFCI Work is included within the GMP. Installer of OFCI equipment shall be certified by the Manufacturer to insure that Manufacturer’s Warranty is not compromised.
- 4.3.16 Develop and maintain an effective system of Project cost control and accounting, which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise the Owner and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly report.
- 4.3.17 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work. All accounting records maintained by the Construction Manager for the Project shall be considered public record pursuant to Chapter 119, Florida Statutes.
- 4.3.18 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect’s responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.
- 4.3.19 When requested by the Owner or Architect, promptly prepare and submit estimates of probable cost for changes proposed in the Work, including similar estimates from the Proposals from Trade Contractors.
- 4.3.20 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors. The OSHA guidelines shall serve as the basis for the construction safety program. The safety of students, faculty, administration, employees and the public shall be the Construction Manger’s primary objective.
- 4.3.21 Promptly notify the Owner in writing, upon receiving notice of filing of any change or non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.
- 4.3.22 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner’s Representative on request.



- 4.3.23 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents etc. as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction, remodeling and renovations subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.
- 4.3.24 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Architect including information on the Trade Contractor's Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method (CPM), if applicable, scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Include the current level of SBE participation that complies with LCSB's Small Business Development Program, Board Policy 6325. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.
- 4.3.25 Schedule and coordinate all inspections and tests required by the specifications and by the District's Facilities and Building Code Compliance Offices.
- 4.3.26 Ensure and document correction of nonconforming and substandard work, in conjunction with Owner's representative.
- 4.3.27 Schedule and coordinate Test and Balance, substantial completion, building commissioning, and occupancy inspections.
- 4.3.28 Compile and deliver instructions for operating all building systems, including training of maintenance staff for the Owner.
- 4.3.29 Prepare final project accounting.
- 4.3.30 Provide a minimum One-Year Warranty on all parts and labor from date of Substantial Completion, along with all other warranties as specified.
- 4.3.31 Ensure timely completion of warranty work during the warranty period.
- 4.3.32 Schedule warranty inspections and ensure timely completion of required work generated by the inspections.
- 4.3.33 Assist in the transfer of the project to the Leon County School Board's Construction Department/Maintenance Department including the delivery of as-builts, warranties, guaranties, and operating instructions.
- 4.3.34 *Ninety (90) calendar days* prior to expiration of the Warranty period, *schedule to* conduct a walk-through with the Owner and Architect to insure that all warranty, incomplete, or unsatisfactory work has been corrected.

5

**ARTICLE 5**  
**Construction Phase - Additional Services**

- 6.11 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services, which are beyond the scope of the Construction Phase - Basic Services described in Article 4, herein. The Construction Manager shall be compensated for such additional services, including a fee to be negotiated by the Owner and the Construction Manager at the time of the additional services request.

6.

**ARTICLE 6**  
**Owner's Responsibilities**

- 6.1 The Owner shall designate a representative to act in its behalf. This representative, or his/her designee will monitor the progress of the Work, serve as a liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and to represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.
- 6.2 The Owner shall retain the services of a threshold inspector, if required by Chapter 553.79(5)(a)(b), (7)(a),(8), Florida Statutes.

7

**ARTICLE 7**  
**Schedule**

- 7.1 All Work covered under this Agreement shall be Substantially Complete on or >INSERT DATE <, following the Notice-to-Proceed issued by the Owner. Final Completion, as applicable, to be completed with **30** consecutive calendar days following Substantial Completion.
- 7.2 In the event the Owner desires to accelerate the schedule for any portion of the Work to an earlier date, the Owner shall notify the Construction Manager in writing. Within seven (7) days, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the accelerated Work, which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required advancement in accordance with the approved Change Order. In such event, the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.
- 7.3 The Owner shall have the right to occupy, or use, any portion of the Work at any time during the construction duration of the Project. If such use or occupancy affects the Cost of the

Project, or the schedule for the Work, the use or occupancy will be treated as a Change to the Work in accordance with Part B, Article 9, herein.

8

**ARTICLE 8**  
**Guaranteed Maximum Price**

- 8.1 The Guaranteed Maximum Price shall consist of those applicable costs and fees set forth in 8.5 below, which shall include the cost of the work required by the Construction Documents, and the Construction Manager's fee. The total Guaranteed Maximum Price is set forth in Article 9, herein. The GMP shall show these items separately, and all changes to the GMP made under the authority of other provisions of this Agreement shall also show these items separately. The GMP shall be established based on construction documents prepared by the Architect. The GMP is subject to modification for changes in the Work as provided in Article 11, herein.
- 8.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.
- 8.3 If the Cost of the Work is such that the GMP is exceeded, the Construction Manager shall incur all such costs and there shall be no additional cost to, or reimbursement by, the Owner.
- 8.4 By execution of this Agreement, the Construction Manager certifies that all factual unit costs (supporting the fees specified in this Agreement) are accurate, complete, and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future, to support any additional fees that may be authorized, will also be accurate and complete. The fees specified in this Agreement, and any additional fees that may be authorized in the future, shall be adjusted to exclude any significant sums which the Owner determines the fee was increased due to inaccurate, or non-current factual unit cost.
- 8.5 The Guaranteed Maximum Price (GMP) Proposal shall consist of the Cost of Work in the following:
- 8.5.1 Direct costs for performing construction, the actual cost of all subcontracts, materials and supply contracts, general conditions, fee, and any agreed to Owner's Project contingency.
- 8.5.2 Construction Manager's Fee: The following shall be deemed included in the Construction Manager's fee for services during the Construction Phase.
- 8.5.2.1 Salaries or other compensation of the Construction Manager's employees at the principal office and branch office for services related to the project.
- 8.5.2.2 Bonuses and awards to all Construction Manager's employees.
- 8.5.2.3 Only those general operating expenses of the Construction Manager's principal and/or branch offices that are specifically related to this Project.

- 8.5.2.4 The costs of all data processing staff and software at the Construction Manager's principal or branch office performing services related to this project.
- 8.5.2.5 The acquisition, operation and maintenance of office supplies, tools, vehicles and equipment in which title and ownership is not vested with the Owner.
- 8.5.2.6 The Construction Manager's profit.
- 8.5.2.7 Conditions Expenses: The following General Conditions expenses, which shall be clearly identified as individual line items in the GMP proposal, are reimbursable subject to the Owner's approval prior to any incurred expenditure:
- 8.5.2.8 Salaries and compensation of personnel working at the Project site. Any statutory limitation on payroll taxes shall not be exceeded. Any fringe rate changed shall be the lesser of actual cost or % of the employee's actual base hourly rate.
- 8.5.2.9 The cost of periodic site visits for supervisory, inspection, oversight, or management of Project by specific home or branch office personnel as agreed upon by the Owner and identified in the GMP proposal.
- 8.5.2.10 Expenses for transportation, meals, and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project and when approved by the Owner. Rates for transportation, meals and lodging shall be consistent with rates as established under the Owner's [Board] policies on the effective date of this Agreement.
- 8.5.2.11 Expenses incurred for relocation and temporary living allowances of personnel working full time at the project site *when* deemed necessary and approved by the Owner *in writing*.
- 8.5.2.12 Set up, take down, operating and maintenance expenses of the Construction Manager's Project site office and on site storage facilities.
- 8.5.2.13 Costs including transportation and maintenance of all materials, supplies, equipment, temporary facilities and tools not owned by the workmen, which are employed or consumed in the performance of the work, the cost on such items used but not consumed which shall be turned over to the Owner at the end of the project.
- 8.5.2.14 Computer software licenses for computer equipment at the Project site.
- 8.5.2.15 Rental charges on all necessary machinery, furniture and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of

subcontractor in the performance of the Work, at rental charges consistent with those prevailing in the area.

- 8.5.2.16 Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project.
- 8.5.2.17 Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space. The cost of secure off-site storage space approved in advance by the Owner.
- 8.5.2.18 Costs for such temporary facilities and equipment at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, internet service, and radios.
- 8.5.2.19 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- 8.5.2.20 Costs of document reproduction and minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, delivery, postage, and similar petty cash expenses of the site office in connection with the Project.
- 8.5.2.21 Costs for trash and debris control and removal from the site.
- 8.5.2.22 Cost incurred due to an emergency affecting the safety of persons and property.
- 8.5.2.23 Project legal costs reasonable and properly incurred resulting from prosecution of the Project for the Owner, subject to the Owner specifically approving any such costs in writing prior to their being incurred and, the costs were not incurred as a result of the Construction Manager's, subcontractors or vendors negligence or default. This does not provide for payment of legal costs incurred in preparing or asserting claims or requests, by the Construction Manager itself, for change orders or in enforcing the obligations of this Agreement. Refer to LCS General Conditions, Article 3, Paragraph 3.18.1 & 3.18.2 language.
- 8.5.2.24 Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project.
- 8.5.2.25 Costs for watchman and security services for the project.
- 8.5.2.26 Costs of fencing, barricades or partitions to safely separate the Work from public locations.

- 8.5.2.27 Costs for any jobsite items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work.
- 8.5.2.28 Building, utilization and operating permit fees, inspection and filing fees, sewer and water connection fees.
- 8.5.2.29 Cost of surveys, measurements, layout and as-built work reasonably required for the execution of the Project or by the Construction Documents.
- 8.5.2.30 Other expenses or charges properly incurred and paid in the prosecution of the Project with the prior written approval by the Owner.
- 8.5.2.31 Cost of Bond: In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms approved by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the GMP, less the General Conditions Fee and the Pre-construction Phase Fee. The Construction Manager shall ensure that the surety is rated as A or better by Best's key guide, latest edition and that the surety meets all other requirements set forth in the General Conditions and section 255.05. On all subcontracts where the bid exceeds Three Hundred Thousand (\$300,000.00) Dollars, the Construction Manager may request for the Owner's consideration and approval, that the subcontractor provide a one hundred percent (100%) performance bond and a one hundred percent (100%) labor and material payment bond or other acceptable security from a surety company authorized to do business in the State of Florida by the Department of Insurance.
- 8.5.2.32 Contingency: The estimated Cost of the Project shall include a contingency, an amount mutually agreeable between the Construction Manager and Owner, to cover costs approved by the Owner arising from minor design omissions, unforeseen conditions, and other costs which are properly reimbursable as costs to complete the original scope of Work, but not the basis for adjusting the Guaranteed Maximum Price by Change Order. The project contingency shall only be adjusted by means of issuing a written Constructive Change Directive, approved by the Owner, and it shall be clearly noted on the document that costs are allocated against the project contingency. When costs arise on the Project which the Construction Manager believes should be paid for from the Project contingency established in the GMP proposal, the Construction Manager shall promptly advise the Owner in writing of such costs consistent with the requirements of the Construction Documents. If the Owner concurs that such costs are properly payable from the Project contingency funds, then the Project contingency shall be reduced in the amount of such costs. The Construction Manager shall not be entitled to an additional fee or mark-up for any costs funded by the Project contingency. The contingency shall not be used to fund the cost to correct, replace or repair defective or noncompliant work or materials.
- 8.5.3 Buy-Out Savings: It is expected that some cost savings between the construction manager's GMP Proposal and the actual cost of the Work may be generated as a result of the final

bidding negotiation of subcontracts and actual expenses incurred by the Construction Manager. Any cost savings which are realized as a result of this buy out process and actual Project expenditures shall be retained for the Owner's benefit. The Construction Manager shall provide detailed, complete and consistent accounting of these savings throughout the Project duration, in such form as is satisfactory to the Owner. Any cost savings that are generated as a result of the final bidding or negotiation of the subcontracts, and actual expenses by the Construction Manager, which are less than those estimated in establishing the GMP shall be returned in full to the Owner by deductive change order to the GMP Proposal contract amount. The Construction Manager's fee or general conditions costs shall not be adjusted as a result of these savings.

- 8.5.4 If the GMP proposal is unacceptable to the Owner, the Owner shall promptly notify the Construction Manager in writing. Within fourteen (14) calendar days of such notification, the Owner, Professional and Construction Manager shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Project and/or to the GMP.
- 8.5.5 The Owner may, at its sole discretion and based upon its sole judgment, (i) indicate its acceptance of a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to construct the Project using a party or parties other than the Construction Manager.

## **9**

### **ARTICLE 9**

#### **Payments to Construction Manager**

- 9.1 In consideration of the performance of the Agreement, the Owner agrees to pay the Construction Manager as compensation for its services as set forth below:
  - 9.1.1 Construction Services \$
  - 9.1.2 Total Guaranteed Maximum Price \$
- 9.2 Upon receipt of the Notice-to-Proceed, the Construction Manager shall begin providing the indemnification described in Paragraph 3.18 of the Owner's General Conditions of the Construction Contract. The Construction Manager acknowledges that ten dollars (\$10.00) has been included in the fee proposal for construction services for the purpose of providing indemnifications.
- 9.3 Progress payments shall be paid monthly to the Construction Manager. The pay application shall be submitted in a form acceptable to the Owner, on or about the first (1<sup>st</sup>) day of each calendar month and shall be paid by the Owner within thirty calendar days of submittal. The application for payment shall be reviewed and certified by the Architect. Monthly pay request shall include the cost of the work completed and the Construction Manager's fee.
- 9.4 As required by Section 287.0585, Florida Statutes, within fourteen (14) working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade

Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

- 9.5 The following certification shall be included with the Construction Manager's final pay request. "I certify that all direct purchases by the Leon County School Board for this project have been closed out or settled prior to the request for purchase order cancellations. All required materials have been received and no further activity will be required on this/these purchase order(s)".
- 9.6 The Construction Manager's fee for costs approved by the Owner that exceed the GMP amount will be the same (%) as in the original GMP proposal.
- 9.7 For delays in the Project caused by the Owner or other events beyond the control of the Construction Manager, the Construction Manager shall be entitled to an additional fee to compensate the Construction Manager for its expenses. Extensions in time due to the weather are not compensable or included. The Construction Manager's fee for such costs will be the same (%) as in the original GMP proposal.
- 9.8 Retainage in the amount *not-to-exceed* 10%, unless at the Owner's discretion, if the project is Bonded at 100%, then the Owner may reduce retainage to 5% which shall be withheld until the Work is complete. Upon Board approval of request for release of retainage at Final Payment, and upon receipt of all close-out documents, as applicable, the final payment will be processed. (255.078, F.S. and 715.12, F.S.)

**10** **ARTICLE 10**  
**Cost of the Project**

- 10.1 The term "Cost of the Project" shall mean the GMP amount. Prepare and submit to the Owner, a Guaranteed Maximum Price proposal, set forth in Article 8 of this Agreement, based upon Drawings and Specifications produced by the Architect, or other information as applicable, for the Owner's review broken down by Trade Contract or Division, for phase of work, including alternates necessary to assure meeting the budget.
- 10.2 **Owner's Project Contingency:** The GMP will include an agreed upon sum as the **Owner's project** contingency as outlined in Article 8, Paragraph 8.9, which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Contractor will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the **Owner's project** Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System (PMIS) report. The Architect shall verify the actual costs. If bids are received below the anticipated line items in the GMP, the surplus will be added to the contingency. Expenditures charged to the contingency shall have signed authorization by the Owner's representative prior to the expenditure being made.



- 10.3 If bids are received that exceed the applicable line item in the GMP Proposal, the deficiency will be taken from the contingency upon the Owner's approval in writing; however, such events shall not be cause to increase the GMP.
- 10.4 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Contractor reserves the right to perform that portion of the Work or negotiate for its performance for the specified item lump sum amount or less.
- 10.5 No funds shall be expended from the contingency fund without the written consent of the Owner's Representative. Such authorization shall not be unreasonably withheld.

**11** **ARTICLE 11**  
**Changes in the Work**

- 11.1 The Owner, without invalidating this Agreement, may order changes in the Project Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Project shall be authorized as described in the Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

**12** **ARTICLE 12**  
**Discounts**

- 12.1 All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner. All prompt payment discounts of the Owner Furnished Contractor Installed (OFCI) material/equipment shall be accrued to the Owner.

**13** **ARTICLE 13**  
**Insurance**

- 13.1 Insurance will be provided as required by the Leon County School Board General Conditions, Article 11, Insurance and Bonds, Paragraphs 11.1.1 through 11.5.1.4 as Conditions of the Contract.

**14** **ARTICLE 14**  
**Miscellaneous Provisions**

- 14.1 The Owner and the Construction Manager respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other.

- 14.2 The laws of the State of Florida shall govern this Agreement.
- 14.3 The Construction Manager shall comply with the Owner's Small Business Development Office requirements as applicable with LCSB Small Business Development Office. [www.leonschools.net](http://www.leonschools.net) <Departments> <Small Business > or SBDO website: <http://leonschools.schoolwires.net/Domain/242>
- 14.4 The Construction Manager agrees that after completion of all Work under this Agreement, and all Amendments thereto and prior to final payment, it will execute and deliver to the Owner an "Assignment of Anti-trust Claims" as shown in the Special Conditions of the Contract.
- 14.5 The Construction Manager warrants that neither it, nor any proposed subcontractor, has employed or retained any company or person (other than a bona-fide employee working solely for the Construction Manager, or proposed subcontractor) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm (other than a bona-fide employee working solely for the Construction Manager) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. This contract may be unilaterally cancelled by the Owner for violation of this provision.
- 14.6 As required by Section 287.058, Florida Statutes, this Agreement may be unilaterally cancelled by the Owner for refusal by the Construction Manager to allow public access to all documents, papers, letter, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Construction Manager in connection with the Agreement.
- 14.7 If applicable, this project is a federally funded project and wages are to be paid to laborers and mechanics, then such wages shall not be less than the most current prevailing wage rates and fringe benefits listed for the US Dept. of Labor Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Such wages and documentation SHALL comply with the Federal, "prevailing wage" rates for Construction Type "Building" in Leon County, Florida, General Decision Number FL120023. Note: At the time of bid, the latest General Decision Number FL 120023, for Leon County, shall be used. The Construction Manager and subcontractors are required to comply with the US Contract Work Hours and Safety Standards Act for Projects in which the construction cost is in excess of \$100,000. The Construction Manager and subcontractors shall pay employees weekly and to submit weekly certified payroll records to the Owner or designated Owner's compliance agency.
- 14.8 Construction Manager agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

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**ATTACHMENT “A”**  
**PROPOSAL**  
**AND**  
**PROJECT STAFF**

List those of your firm who will be part of the staff for this project.

**See attached fee proposal dated** \_\_\_\_\_

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**ATTACHMENT "B"**

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

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

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**SECTION I**

**General Conditions of the Contract for Construction  
Leon County School Board**

**REVISED MARCH 17, 2014**

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

**TABLE OF ARTICLES**

1. GENERAL PROVISIONS	10. PROTECTION OF PERSONS AND PROPERTY
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# LCS GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

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

#### 1.1.2 THE CONTRACT

The Contract Documents form the Construction Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### 1.1.3 THE WORK

The term 'Work' means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.

#### 1.1.5 THE DRAWINGS

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

#### 1.1.6 THE SPECIFICATIONS

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

#### 1.1.7 THE PROJECT MANUAL

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

### **1.1.8 PROVIDE**

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

### **1.1.9 ADDENDA**

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

### **1.1.10 KNOWLEDGE**

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

### **1.1.11 PERSISTENTLY FAILS**

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

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

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

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

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

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

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

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

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

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

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

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

**1.3.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subContractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subContractor or material or equipment supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subContractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

### **1.4 CAPITALIZATION**

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

### **1.5 INTERPRETATION**

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

## **ARTICLE 2 OWNER**

### **2.1 DEFINITION**

**2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term 'Owner' refers to Leon County School Board, 2257 West Pensacola Street, Tallahassee, Florida 32304. The Owner will designate its School Board Project Coordinator and Inspector(s) who will act as its on-site field representatives and fulfill duties enumerated in Section 1013.38, Florida Statutes.

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

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

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

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

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

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

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

**2.3.1** In the opinion of the Owner, if the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner by written order, may direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

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

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

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

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

**2.4.3** In the event that the Contractor's default, neglect, or failure to carry out the Work in accordance with the Contract Documents will jeopardize the health or safety of the present or future occupants of buildings or structures which are part of the Project, and which constitute a violation of any regulation or Code involving health or safety, the Owner's period of required notice to the Contractor shall be reduced from seventy-two (72)

hours to twenty-four (24) hours, and all other provisions of paragraph 2.4.1 shall apply.

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

### **ARTICLE 3 CONTRACTOR**

#### **3.1 DEFINITION**

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

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

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

**3.2.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

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

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

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

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

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless Contract Documents give other specific instructions concerning these matters.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

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

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

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

### **3.4 LABOR AND MATERIALS**

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

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

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

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

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

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

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

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

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

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

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

### **3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

### **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether

or not yet effective or merely scheduled to go into effect.

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

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

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

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

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

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

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

### **3.8 ALLOWANCES**

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

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

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

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

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

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



### **3.9 SUPERINTENDENT**

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

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

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

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

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

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

**3.10.2** The Contractor shall prepare as provided herein and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals. The schedule shall be drawn to a time scale and shall indicate the date of commencement and completion of each work item. At a minimum, the schedule shall indicate individual work items for each applicable section of the Specifications, further subdivided as necessary to indicate sitework and each building in the Project. The items shown shall be directly related to the items listed in the approved Schedule of Values required in Paragraph 9.2. The schedule shall indicate the anticipated percentage of completion for the entire work for each payment period during the construction. The schedule shall indicate adequate time for approval of submittal data, purchase and delivery of materials, equipment testing and acceptance. The schedule shall be accompanied by sufficient backup data to indicate that the proposed schedule is practical. The schedule shall be prepared on one or more sheets 30 by 42 inches.

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

this schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.13 USE OF SITE**

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

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

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

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

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

### **3.14 CUTTING AND PATCHING**

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

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

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

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

**3.15.3** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

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

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

### **3.17 ROYALTIES AND PATENTS**

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

### **3.18 INDEMNIFICATION**

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

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

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

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

## **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term 'Architect' means the Architect or the Architect's authorized representative.

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

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

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

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

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

**4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

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

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

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

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

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

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

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

**4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

### **4.3 CLAIMS AND DISPUTES**

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

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

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

Architect or (5) the Claim relates to a mechanic's lien.

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

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

**4.3.5 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

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

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

**4.3.6.1** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds. Claim shall be filed in accordance with the procedure established herein.

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

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

**4.3.7.1** If the Contractor wishes to make Claim for any increase in the Contract Time, specific written notice as defined in Paragraph 4.3.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**4.3.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction and that the conditions of 8.3.1.1 have been met as measured against the most recent Progress Schedule.



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

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

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

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

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

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

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

#### **4.5 ARBITRATION**

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

### **ARTICLE 5**

#### **5.1 DEFINITIONS**

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term 'Subcontractor' is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term 'Subcontractor' does not include a separate Contractor or Subcontractors of a separate Contractor.

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

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

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

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

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

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

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

## **5.3 SUB CONTRACTUAL RELATIONS**

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

Subcontractor in writing; and

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

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

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

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

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

**6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts including Subcontractors currently on the Project in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

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

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

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

### **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

### **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction

and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgement that the Owner's or separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

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

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

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 CHANGES**

**7.1.1** Changes in the Work may be accomplished after execution of the contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or

Contractor, the applicable unit prices shall be equitably adjusted. Unit prices shall include all overheads and profit.

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

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

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

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

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

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

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

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

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

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

## **7.2 CHANGE ORDERS**

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

**7.2.1.1** a change in the Work;

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

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

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

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

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

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

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

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

**7.3.3.4** as provided in Subparagraph 7.3.6.

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

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

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

**7.1.5** In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

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

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

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

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

to the Work;

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

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

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

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

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

### **ARTICLE 8 TIME**

#### **8.1 DEFINITIONS**

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

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

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

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

#### **8.2 PROGRESS AND COMPLETION**

**8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period of performing the Work.

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a Notice To Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

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

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

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

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

**8.3.1.1** Weather, which hinders or prevents work, is not a basis for a time extension unless it surpasses in severity the weather reasonably to be expected in the locality at the particular time of the year. If the contractor files timely notice that he was delayed by weather sufficiently severe as to entitle Contractor to additional time, Contractor should furnish promptly, a statement of the portion of the work affected, an explanation as to the reasons work was prevented or hindered by the weather if not readily apparent, the dates on which such portions of work were affected, the total number of days the job in its entirety was delayed, and other information such as official weather bureau climatological data for a ten year period, local weather bureau data, job daily records, etc. Time extensions due to adverse weather shall not be allowed after the Contract Substantial Completion date. Construction time is based on Local Average weather conditions. Requests for time extensions due to adverse weather, shall be considered only for and equal to the number of "rain days" in excess of the ten year mean average number of days for any given time period as shown by the the US National Oceanic and Atmospheric Administration, National Climatic Data Center, Ashville, North Carolina for Tallahassee, Florida. The mean number of "rain days" for a month is as shown on the "U.S. Summary Report" under the heading "Number of days -- Precipitation .01 inch or more". If current rainfall is less than average, the contract time will not be shortened. Extension of time requests due to adverse weather shall be submitted within twenty (20) days after adverse weather. The Contractor shall submit the referenced climatological summary data immediately upon its availability and shall show how the time extension request corresponds with the climatological data.

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

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

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



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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

**9.2.1** Upon full execution of the agreement, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, when approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. No subsequent pay requests will be approved until contractor has submitted an acceptable schedule of values.

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

### **9.3 APPLICATIONS FOR PAYMENT**

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

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

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

**9.3.1.3** a current Contractor's waiver and release duly executed and acknowledged sworn statement showing all Subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each subcontract, the amount requested for any Subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and materialmen;

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

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

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

perform the Work in accordance with the Contract Documents; provided, however, Contractor assumes no responsibility for the Architects duty to design the Project. Contractor will use its best efforts to obtain from each Subcontractor who performs Work covered by the Application for Payment a certification to Owner with language similar to that of Contractor.

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

**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. At the Owner's discretion, partial payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon by the Architect and Owner in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

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

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

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

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

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

**9.3.2.6** Such materials shall be protected from diversion, destruction, theft and damage, specifically marked for Project use and segregated from other materials at the storage facility.

**9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

## **9.4 CERTIFICATES FOR PAYMENT**

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

**9.4.1.1** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents

correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the contract Sum.

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

**9.5.1.1** defective Work not remedied;

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

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

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

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

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

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

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

## **9.6 PROGRESS PAYMENTS**

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

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

**9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which

said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by similar agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

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

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

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

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

## **9.7 FAILURE OF PAYMENT**

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

**9.7.2** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the contract Sum by an amount equal to that which the Owner is entitled.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and as certified by the Architect so the Owner can occupy or utilize the Work for its intended use.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, complete or correct such item. As a result of the inspection, the Architect may generate an additional list of items to be completed or corrected. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in

connection with any such Work. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

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

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

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

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

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

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and the Owner approves, (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) ,if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

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

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

**9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

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

**9.10.6** Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law; and upon written notice that they shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

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

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

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

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

**10.1.2** Unless provided elsewhere in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall be resumed: (1) upon written notification by

the Owner that no asbestos or polychlorinated biphenyl (PCB) is present, or (2) when the Owner confirms in writing that the presence of asbestos or polychlorinated biphenyl (PCB) and has been rendered harmless.

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

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

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

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

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

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

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

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

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

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

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

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

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



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

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

### **10.3 EMERGENCIES**

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

## **ARTICLE 11 INSURANCE AND BONDS**

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

**11.1.1** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of Work, insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Owner. The Contractor shall deliver to Owner no later than ten (10) days after award of this Agreement but, in any event, prior to execution of this Agreement by Owner and prior to commencing Work on the Project, Certificates of Insurance, IDENTIFIED ON THEIR FACES AS TO PROJECT NAME AND THIS AGREEMENT NUMBER TO WHICH APPLICABLE, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that no less than thirty (30) days advance notice will be given in writing to Owner prior to cancellation, termination or material alteration of said policies or insurance. The subject Certificates and other evidence are subject to the review and approval by the Owner as to form and substance

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

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

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

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

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

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

**11.1.4.1.2.1** Broad Form All States Endorsement

**11.1.4.1.2.2** Voluntary Compensation Endorsement

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

**11.1.4.2.1** Bodily injury and Property Liability

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

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

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

**11.1.4.2.2** These Commercial General Liability Policies shall include the following coverages:

**11.1.4.2.2.1** Premises – Operations Liability

**11.1.4.2.2.2** Independent Contractors Liability (to cover Contractor's liability arising out of the Work performed by its subcontractors).

**11.1.4.2.2.3** Blanket Contractual Liability Insurance (including Completed Operations).

**11.1.4.2.2.4** Personal Injury Liability Insurance (with employee and contractual exclusions removed).

**11.1.4.2.2.5** Broad Form Property Damage Liability Insurance (including completed operations).

**11.1.4.2.2.6** Railroad Protective Liability Insurance.

**11.1.4.3** Comprehensive Automobile Liability Insurance covering allowed, hired or non-owned vehicles including the loading or unloading thereof – One Million and No/100 U.S. Dollars (\$1,000,000.00) each accident

**11.1.4.4** Umbrella Liability Insurance covering all operations of the Contractor:

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

**11.1.4.4.2** Two Million and No/100 U.S. Dollars (\$2,000,000.00) aggregate.

**11.1.4.4.3** List Leon County School Board as "Additional Insured" to General Liability Insurance.

**11.1.5 Indemnification Rider:** The Construction Manager at Risk's Liability Policy should provide a "Hold Harmless" rider to cover provisions include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

## **11.2 PROPERTY INSURANCE**

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

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

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

## **11.3 DEDUCTIBLES**

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

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

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

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

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

**11.4.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

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

**11.5.1** The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the contract. The amount of each bond shall be equal to one hundred percent (100%) of the Contract sum.

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

**11.5.3** The form of the Performance and Payment Bonds shall be as prescribed in Section 255.05, Florida

Statutes. The original bond documents shall be recorded with the Clerk of the Court in the public records of Leon County, Florida, and two (2) certified copies of the recorded documents shall be provided to the Owner.

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

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

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

### **12.1 UNCOVERING OF WORK**

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

**12.1.2** If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate Contractor in which event the Owner shall be responsible for payment of such costs.

### **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. If prior to the date of Final Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other mechanical device, the Contractor shall cause such item to be restored to 'like new' condition at no expense to the Owner.

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

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

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

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

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

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

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work

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

**12.3.1** If the Owner prefers to accept work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable, or prompt payment of damages remitted to the Owner. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

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

### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the contract as a whole or in part, without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

**13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

## **13.4 RIGHTS AND REMEDIES**

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

**13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

## **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be required. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections or approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Contractor shall not obligate the Owner for costs without the Architect's approval.

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

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

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

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

## **13.6 INTEREST**

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

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

**14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** The Contractor may terminate the contract if the work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the work under contract with the Contractor, for any of the following reasons:

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

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

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages only for such executed work.

**14.1.3** If the Work is stopped for a period of sixty (60) days or if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount to the Contract Time or one hundred twenty (120) days in any one (1) year period through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

**14.2 TERMINATION BY THE OWNER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15 SMALL BUSINESS DEVELOPMENT**

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

## **ARTICLE 16 EQUAL OPPORTUNITY**

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

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

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

## **ARTICLE 17 WAIVER OF TRIAL BY JURY**

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



**ARTICLE 18**  
**APPRENTICESHIP**

**18.1** The Owner desires to use the facilities construction program as a vehicle encouraging training, apprenticeship, internship, and co-op opportunities. Apprentices are individuals that come from a registry approved apprenticeship, youth apprenticeship, pre-apprenticeship, or trades training program. Interns are individuals from a college or university program working under an internship or co-op program.

**18.2** The intent of the Owner is to build awareness in our students of the good careers in the construction industry. In order to effectuate this intent, the Contractor shall actively participate in a recognized Construction Trades Training Program. Participation shall mean that the Contractor shall employ at least one (1) youth apprentice from a State of Florida approved youth apprenticeship program, if such youth apprentices are available for employment, for each subcontract trade listed by the Contractor in its bid in accordance with Paragraph 5.2.1 of the Contract General Conditions. The Contractor shall accurately substantiate its compliance, or evidence of its good faith efforts to comply, upon the request of the Owner. The Contractor and its Subcontractors can seek recommendations from the appropriate program, agency or school for interns that would meet these requirements.

**18.3** To be viewed as having put forth a good faith effort to solicit, recruit, and employ apprentices and interns to the intent stated above, a Contractor or design firms' efforts should be active, earnest, diligent and aggressive. To that end, each firm contracted to work on these Projects is required to adopt the following equal opportunity pledge:

**18.3.1** The recruitment, selection, employment and training of apprentices or interns, during their apprenticeship or internship shall be without discrimination because of race, color, religion, national origin, or sex. Local program sponsors will take affirmative action to provide equal opportunity and apprenticeship and will operate the apprenticeship program as required under Title 29 of the code of Federal Regulations, part 30, as amended.

**18.4** The provisions of this apprentice and intern policy shall be construed according to and in conformity with applicable local, State, and Federal laws.

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IN WITNESS WHEREOF, this Contract has been fully executed on behalf of the parties hereto by its duly authorized representatives as of the date first written above.

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

By: \_\_\_\_\_  
Board Chair or Vice Chair

(SEAL)

ATTEST: \_\_\_\_\_  
Board Secretary

**Contractor Firm**

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Secretary of Company

Approved as to Form:     Via Board Docs      
School Board Attorney

**SECTION J**

**INSURANCE CERTIFICATIONS –  
GENERAL:**

**CONTRACTORS INSURANCE CERTIFICATIONS:**

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

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## **SECTION K**

### **CONTRACT DOCUMENTS**

#### **COMPONENT PARTS:**

The Contract Documents shall consist of the following component parts.

#### **Bidding requirements:**

Advertisement to Bid.

Instructions to Bidders.

Contractor's Bid as accepted by the Owner.

Bid Bond.

Forms to be submitted are as follows:

A – Affidavit

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

C -- Conflict of Interest Disclosure

D – Prohibition Against Contingency Fees

E - Debarment Form

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

G – (New) Certification Regarding Scrutinized Companies List (s. 215.473, F.S.)

#### **Contract Forms:**

Acceptable Surety Companies.

Payment Bond.

Performance Bond.

Contract Agreement. *[March 2014]*

Addenda.

Change Orders to Contract Agreements.

#### **General Conditions:**

LCS General Conditions. *[March 2014]*

Certificates of Insurance (COI)

#### **Technical Specifications:**

#### **Construction Drawings:**

#### **INTENT:**

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

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

#### **PRECEDENCE:**

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

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

-

END OF SECTION K

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**SECTION L:**

**SMALL BUSINESS DEVELOPMENT PROGRAM**

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

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

End of Section L.



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**Exhibit A**

**AFFIDAVIT**

**DIVISION OF FACILITIES &  
CONSTRUCTION LEON COUNTY SCHOOLS**

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

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

I hereby declare and affirm that I am the \_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Company)

that I am duly authorized to execute the foregoing Contractor Prequalification Certification Application, and that the contents of said document(s) are complete, true, and correct to the best of my knowledge and belief. I hereby certify that the application and supporting documents include all of the material information necessary to validate the status of the company for prequalification purposes. Further, the undersigned is notified of his/her responsibility to notify the Board within fifteen (15) days and provide a notarized statement whenever a change occurs in the ownership, management, or financial condition of the company. Any prequalification applicant, including its principal(s), director(s), and any affiliate, who is a party to any misrepresentation to obtain business or contracts with the District, pursuant to Florida State statutes, State administrative rules, and School Board rule shall be declared delinquent and have its certificate suspended or revoked and will be subject to debarment and any other penalties prescribed by law.

(Corporate Seal), if appropriate  
Name of Owner or Officer (Printed)

Owner or Officer (Signature)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
(name) (title)

\_\_\_\_\_  
(firm)

(Seal)

Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

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

1. This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter "Board" or "School Board"*) by for \_\_\_\_\_  
*(Print individual's name and title)*  
 \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_  
 \_\_\_\_\_  
 and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
*(Print individual's name and title)*  
 on behalf of: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as \_\_\_\_\_ (*eg. a charter bus company*)  
*(Type of entity)*  
 all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.

12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

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

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

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



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

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

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

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

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

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

**Exhibit C**  
**CONFLICT OF DISCLOSURE FORM**

1. I HEREBY CERTIFY that I \_\_\_\_\_ am the  
(printed name)  
\_\_\_\_\_ and the duly authorized representative of  
(printed title)  
the Firm of \_\_\_\_\_  
(company name)

whose address is \_\_\_\_\_

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

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

**EXCEPTIONS:** (List)

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

NOTARY PUBLIC – STATE OF \_\_\_\_\_

(seal)

Type or print Name: \_\_\_\_\_

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

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

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**PROHIBITION AGAINST CONTINGENT FEES – Exhibit D**

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

The respondent \_\_\_\_\_ warrants that he or she

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

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

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

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

Notary Public- State of \_\_\_\_\_

(Seal)

Signature of Notary \_\_\_\_\_  
Type or Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



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## FREQUENTLY ASKED QUESTIONS ABOUT DEBARMENT

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

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

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

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

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

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

### What is Executive Order 12549?

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

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

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

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

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

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

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

NAME		DOING BUSINESS AS (DBA)	
STREET ADDRESS		CITY, STATE, ZIP CODE	FEDERAL EMPLOYER ID NUMBER
This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____			
<b>Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transactions</b>			
<b>READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.</b> Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.			
<ol style="list-style-type: none"> <li>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.</li> <li>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> <li>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.</li> <li>4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.</li> <li>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, I shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</li> <li>6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</li> <li>7. A participant in a covered transition may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the LIST of Parties Excluded from Federal Procurement and Nonprocurement Programs.</li> <li>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.</li> <li>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> </ol>			
<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- - Lower Tier Covered Transactions</b>			
The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently			
<ol style="list-style-type: none"> <li>1. debarred, suspended, proposed for debarment, declared in eligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</li> <li>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.</li> </ol>			
BIDDER OR CONTRACTOR SIGNATURE			DATE
PRINT NAME AND TITLE			

**AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE**

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

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

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

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

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

<i>Phone</i>	<i>Fax</i>	<i>Email</i>
County: _____	Length of time at this location: _____	# of employees at this location _____

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

_____ <i>Signature of Authorized Representative</i>	_____ <i>Date</i>
--	----------------------

State of FLORIDA

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

Sworn to and subscribed before me, a Notary Public for the above State and County, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____ <i>Notary Public</i>	_____ <i>My Commission Expires</i>
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**Form G**  
**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

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

Respondent's Authorized Representative, Name and Title \_\_\_\_\_  
\_\_\_\_\_

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

City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Respondent FEIN: \_\_\_\_\_

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for good or services over \$1,000,000.00, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

**CERTIFICATION:**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company of civil penalties, attorney's fees, and/or costs.

Certified by: \_\_\_\_\_, who is authorized to sign on behalf of the above referenced company.

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

Print Name and Title: \_\_\_\_\_

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# **Technical Specifications**

100% Complete Contract Documents

August 4, 2015

## **Lively Technical Center**

### **Building 08**

### **Exterior Door and Entrance**

### **Replacement**

LCS Project Number: 0000653

Prepared by

Gilchrist Ross Crowe Architects

GRC 15195A



## **TECHNICAL SPECIFICATIONS**

### **DIVISION 01 - GENERAL REQUIREMENTS**

01010	Summary of Work
01045	Cutting and Patching
01332	State of Florida Product Approval System
01340	Submittal Procedures
01370	Schedule of Values
01600	Material and Equipment
01700	Contract Closeout
01730	Operation and Maintenance Data
01732	Selective Building Demolition
01740	Warranties and Bonds
01750	Spare Parts & Maintenance Materials

### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07920	Joints Sealants
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### **DIVISION 08 – OPENINGS**

08110	Steel Doors & Frames
08423	Sliding Automatic Entrances
08710	Door Hardware & Schedule
08801	Glazing

### **DIVISION 09 – FINISHES**

09912	Painting
-------	----------

## Division 01 – General Requirements

**SECTION 01010 - SUMMARY OF WORK****PART 1 - GENERAL:****1. WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work of this Contract comprises replacement of entrances at four locations of Building 08 including, but not limited to:
  - a. Demolition
    - i. existing storefront and entrances.
    - ii. hollow metal doors and frames.
  - b. New automatic sliding doors, sidelights and transoms.
  - c. New hollow metal doors, frames and hardware
  - d. Incidental Electrical work associated with the automatic doors
  - e. Touchup repairs
  - f. Painting
- B. Work to be performed shall be in accordance with drawings and specifications prepared by Gilchrist Ross Crowe Architects, Tallahassee.
- C. The Contractor shall lay out the work with appropriately qualified personnel from the information shown on the drawings.

**2. RELATED REQUIREMENTS**

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

**3. CONTRACTOR'S USE OF PREMISES**

- A. Assume full responsibility for the protection and safekeeping of Products under this Contract and stored on site.
- B. Move any stored Products, under Contractor's control which interfere with operation of the Owner or any separate Contractor.
- C. Protect all existing site vegetation and improvements not specifically noted to be demolished.

**4. OWNER OCCUPANCY**

- A. The Owner will occupy the building at all times during this project.
- B. Contractor shall at all times conduct his operations as to insure the safety of and least inconvenience to the students and staff of the school.

5. RIGHT OF ACCESS

The Contractor agrees that representatives of the Owner and Architect/Engineer will have access to the work wherever it is in preparation or progress and that the Contractor will provide facilities for such access.

6. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

The Contractor shall be solely responsible for all applicable obligations prescribed as employer obligations under any and all governmental regulations.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01010.

## SECTION 01045 - CUTTING AND PATCHING

## PART 1 – GENERAL

## 1.1 DESCRIPTION OF WORK

- A. "Cutting-and-Patching" is hereby defined to include, but is not necessarily limited to, the cutting and patching of nominally completed and previously existing work in order to accommodate the coordination of work or the installation of other work or to uncover other work for access or inspection.
1. Restoring or removing and replacing non-complying work is specified separately from cutting-and-patching, but may require cutting-and-patching operations as specified herein.
- B. Operational and Safety Limitations:
1. Do not cut-and-patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in the manner intended, including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.
  2. Prior to cutting-and-patching the following categories of work and similar categories where directed, obtain Architect's/Engineer's written direction to proceed with cutting-and-patching as proposed in submittal by Contractor:
  3. Primary operational systems and equipment Control, communication, conveying, and electrical wiring system.
- C. Visual Requirements:
1. Do not cut and patch work which is exposed on exterior (or exposed in occupied spaces of the building) in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cut-and-patch work both as judged solely by Architect. Remove and replace work judged by Architect/Engineer to be cut-and-patched in a visually unsatisfactory manner.
  2. Engage recognized expert entities to perform cutting-and-patching of exposed work including, but not limited to:
    - A. Gypsum drywall
    - B. Acoustic ceilings

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Provide materials for cutting-and-patching which will result in equal-or-better work than work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Comply with requirements, and use materials identical with original materials where feasible and

where recognized that satisfactory results can be produced thereby.

## 2.2 PREPARATION

### A. Temporary Support:

1. Provide adequate temporary support for work to be cut to prevent failure. Do not endanger other work.

## 2.3 PROTECTION

- A. Provide adequate protection of other work during cutting-and-patching to prevent damage and provide protection of the work from adverse weather exposure.
- B. At the close of every work day all openings into secure areas and interior spaces left exposed due to cutting and patching activities shall be secured by the contractor to prevent entry or vandalism.

## PART 3 – EXECUTION

### 3.1 CUTTING AND PATCHING

- A. Employ skilled tradesmen to perform cutting-and-patching. Except as otherwise indicated, proceed with cutting-and-patching at earliest feasible time in each instance and complete work without delay.
- B. Cut work by methods least likely to damage work to be retained and work adjoining. Review proposed procedure with original Installer where possible, and comply with recommendations therefrom.
  1. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools.
- C. Patch with seams which are durable and as invisible as possible. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- D. Restore exposed finishes of patched areas and where necessary extend finish restoration onto retained work adjoining in a manner which will eliminate evidence of patching and refinishing.
- E. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received prime and base coats.

END OF SECTION 01045.

SECTION 01332 – STATE OF FLORIDA PRODUCT APPROVAL SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting documentation to the Building Code Administrator for the project in accordance with Florida Statute 553.842.
- B. Related Sections include the following:
  - 1. Division 1 Section "Submittal Requirements" for submitting product information and shop drawings to the Architect for review.

1.4 SUBMITTAL PROCEDURES

- A. General: FSU's Building Code Administrator is responsible for implementing this process and will initiate a submittal and review process at the time the building permit is issued.
- B. Coordination: Coordinate and processing of approval numbers with the various trade contractors under the management of the Construction Manager.
- C. Product Approval Specifications required for the following:
  - a. Sliding Automatic Door Assemblies
  - b. Hollow metal doors and frames.

END OF SECTION 01332

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## SECTION 01340 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 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.

## 1.2 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 Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. **File Transfer Protocol (FTP):** Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. **Construction Operations Building Information Exchange (COBie):** Information exchange format for logging and recording of data for delivery to the Owner using a standardized electronic format. For additional explanation, see <http://www.wbdg.org/resources/cobie.php>
- E. **Portable Document Format (PDF):** An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 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 revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's and Construction Manager's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals.
- B. Contractor/Vendors Use of A/E Drawings: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals, unless otherwise agreed to by the A/E and at the expense of the Contractor and upon signed release on the Contractor's letterhead as drafted below.

(letter heading) RELEASE OF LIABILITY FOR USE OF A/E'S CAD FILES

Project: (complete)

Electronic file copies of *(complete architect or engineer firm name)* drawings being provided to *(complete contractor name)* do not represent the project's Contract Documents. They are being

provided as information only to assist the in preparation of documents unrelated to the project for construction.

The CAD or BIM files are instruments of service produced by (*complete architect or engineer firm name*). The recipient of the electronic files acknowledges they are copyrighted material. Any copies thereof, including electronic media are the property of (*complete architect or engineer firm name*). There use, representation or reproduction in whole or in partiality, in actual form or content by any entity that possesses them for any purpose except by consent of (*complete architect or engineer firm name*) is prohibited. This copyright notification on the drawings shall be true as if directly placed on each page or sheet on this document and shall not be removed from these documents.

The undersigned, as the authorized representative of (*complete contractor name*) shall not hold (*complete architect or engineer firm name*) responsible for the accuracy of information provided in any electronic files.

\_\_\_\_\_ date

\_\_\_\_\_ signed

\_\_\_\_\_ print name

\_\_\_\_\_ print organization/contractor

- C. 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. 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 and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. 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.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Construction Manager, through Architect, before being returned to Contractor.
- E. **Electronic Submittals:** Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form 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 and Construction Manager.
  4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
      - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.

- d. Product name.
  
- F. Options: Identify options requiring selection by Architect.
  
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
  
- H. 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 and Construction Manager's action stamp.
  
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
  
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  
- B. Make submittals for each individual section. Do not combine submittals with products that are related or necessarily to be provided by a single contractor.
  - 1. Post electronic submittals as PDF electronic files directly to Construction Manager's FTP site specifically established for Project.
    - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  
  - 2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. 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.
  4. There may be four or more painting sections. Submit products for each section. Do not combine. Identify MPI reference number at top of each sheet.
- C. 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. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - 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. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- D. 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 on 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. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- E. 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. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. 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.
  5. 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, through Construction Manager, will return submittal with options selected.
  6. 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 three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) 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.
- F. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- G. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- H. 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 AWS forms. Include names of firms and personnel certified.
- I. 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.
- J. 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.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- M. 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.
- N. Product Test Reports: Submit written reports indicating that 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.
- O. 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. Include the following information:
  1. Name of evaluation organization.



2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- R. Field Test Reports: Submit written 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.
- S. 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 and Engineering Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file 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 and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "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 taken, as follows
  - 1. Final Unrestricted Release: Where submittals are marked "**Reviewed for Design Conformance**," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. Final-But-Restricted Release: When submittals are marked "**Reviewed as Noted or Make Corrections Noted**," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - 3. Returned for Resubmittal: When submittal is marked "**Rejected, Revise and Resubmit**," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

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## SECTION 01370 - SCHEDULE OF VALUES

## PART 1 - GENERAL

## 1.1 GENERAL REQUIREMENTS:

- A. Related requirements specified elsewhere.
  - 1. Progress Meetings: Section 01200.
  - 2. Construction Schedule: Section 01310.
- B. Submit to the Architect/Engineer a Schedule of Values, no later than 14 calendar days after date of Notice to Proceed.
- C. Upon request by Architect/Engineer, support values given with data that will substantiate their correctness.
- D. use Schedule of Values only as basis for Contractor's Application for Payment.

## 1.2 FORM OF SUBMITTAL:

- A. Submit Typewritten Schedule of Values on AIA form G702, and G703. Computer generated formats of this form are acceptable.
- B. Use table of Contents of this specification as a minimum basis for format for listing cost of Work. Additional breakdowns shall be as determined and required by the Architect/Engineer and Owner. Work shall be broken into labor and material costs.
- C. Identify each line item with number and title as listed in Table of Contents of this Specification.

## 1.3 PREPARING SCHEDULE OF VALUES:

- A. Itemize separate line item cost for each of the following general cost items as applicable.
  - 1. Performance and Payment Bonds.
  - 2. Field Supervision and Layout.
  - 3. General Conditions.
  - 4. Temporary Facilities and Controls.
  - 5. Other items as deemed appropriate.
  - 6. Mobilization
  - 7. De-Mobilization

- B. Itemize separate line cost for work required by each section of this Specification. Quantities should be sufficiently detailed and subdivided as necessary to describe all of the labor and materials incorporated into the work to accurately measure the Contractor's progress for periodic payments.
- C. Round off figures to nearest dollar.
- D. Make sum of total cost of all items listed in each schedule equal in total Contract Sum.

1.4 REVIEW AND RESUBMITTAL:

- A. After review by owner and Architect/Engineer, revise and resubmit Schedule of Values as required.
- B. Resubmit revised Schedule of Values in the same format.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTIONS

Not used.

END OF SECTION 01370.

## SECTION 01600 - MATERIAL AND EQUIPMENT

## PART 1 - GENERAL

## 1.1 REQUIREMENTS:

- A. Material and Equipment Incorporated into the Work:
  - 1. Conform to the applicable specifications and standards.
  - 2. Comply with size, make, type and quality specified, or as specifically accepted in writing by the Architect/Engineer.
  - 3. Manufactured and Fabricated Products:
    - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
    - b. Manufacturer like parts of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
  - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
  - 5. **Exterior building components and assemblies shall meet the requirements of the Florida Approved Products as required by Florida Statute 553.842 and Florida Administrative Code 9B-72.**

## 1.2 RELATED DOCUMENTS:

- A. II. Contractual Conditions
- B. Section 01010 - Summary of Work
- C. Section 01300 - Submittals
- D. Section 01710 - Cleaning

## 1.3 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of Work shall comply with manufacturer's

printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two (2) copies each to Owner and Architect/Engineer.

- B. Maintain one set of complete instructions at the job site during installation and until complete.
- C. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect/Engineer for further instructions.
  - 2. Do not proceed with work without clear instructions.
- D. Perform Work in accord with manufacturer's instructions, unless otherwise specified. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

#### 1.4 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with Work and conditions at the site.
  - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

#### 1.5 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage.
  - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent



mixing with foreign matter.

3. All storage means and methods are subject to acceptance by the Owner and Architect/Engineer.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
1. Provide substantial coverings as necessary, to protect installed products from damage from traffic, water and subsequent construction operations. Remove when no longer needed.
- . All protection means and methods are subject to acceptance by the Owner and Architect/Engineer.

#### 1.6 SUBMITTALS, SUBSTITUTIONS AND PRODUCT OPTIONS:

- A. Products List:
1. Within 30 days after Contract Date, submit to Architect, a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor **including the product components and approval number required to Product Approval by the Florida Building Code.**
- B. Product Options:
1. For Products specified only by reference standard, select any product meeting that standard.
  2. For Products specified by basis for design and naming several acceptable manufacturers, select any one of the acceptable manufacturers named, which complies with the specification.
  3. For Products specified by naming only one Product and manufacturer, there is no option.
- C. Substitutions
1. Substitutions after bidding are not acceptable except as indicated in C.2 below.
  2. Substitutions of products will be considered after bids are opened only under the following conditions:
    - a. The Contractor shall place orders for specified materials and equipment promptly upon award of contract. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof

is submitted that firm orders were placed ten days after review by the Architect/Engineer of the item listed in the specifications.

- b. The reason for the unavailability is beyond the control of the Contractor; unavailability will be construed as being due to strikes, lockouts, bankruptcy, discontinuance of the manufacture of the product, or acts of God.
- c. Requests for such substitution shall be made all in writing to the Architect after the award of a contract and within 10 days of the date that the Contractor ascertains that he cannot obtain the material or equipment specified.
- d. Requests shall be accompanied by a complete description of the material or equipment which the contractor wishes to use as a substitute. Substitutions must be recommended by the Architect/Engineer to the Owner who will accept in writing.
- e. Contractor's Representative:

D. A request for substitution constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
5. Architect/Engineer will review request for substitutions with reasonable promptness and notify Contractor, in writing, of the decision to accept or reject the requested substitution.
6. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
  - a. Comparison of the qualities of the proposed substitution with that specified. Provide data of specified product for comparison.
  - b. Changes required in other elements of the work because of the substitution.
  - c. Effect on the construction schedule.
  - d. Cost data comparing the proposed substitution with the Product specified.

- e. Any required license fees or royalties.
  - f. Availability of maintenance service, and source of replacement materials.
  - g. Submit a sample of the basis for design and the requested substitution; samples will not be returned. Should basis for design not be available, submit product by listed acceptable manufacturer.
  - h. Architect/Engineer shall be the sole judge of the acceptability of the proposed substitution.
  - i. Review of substitutions shall be at Contractor's expense. Architect/Engineer shall charge the Contractor his standard hourly rates.
  - j. Modification of Contract Documents to accept such substitutions shall be at Contractor's expense. Architect/Engineer shall charge the Contractor his standard hourly rates.
- 7 Substitutions of products will be considered during bidding only under the following conditions:
- a. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    - 1. Comparison of the qualities of the proposed substitution with that specified. Provide data of specified product for comparison.
    - 2. Changes required in other elements of the work because of the substitution.
    - 3. Effect on the construction schedule.
    - 4. Cost data comparing the proposed substitution with the Product specified.
    - 5. Any required license fees or royalties.
    - 6. Availability of maintenance service, and source of replacement materials.
    - 7. Submit a sample of the basis for design and the requested substitution; Samples will not be returned.
  - b. Architect/Engineer shall be the sole judge of the acceptability of the proposed substitution.
  - c. Modifications of contract Documents to accept such substitutions accepted during bidding, should same be used by the Contractor in his bid and presented during the submittal process, shall be charged to the Contractor at

the Architect's standard hourly rates.

- d. Substitutions must be presented to the Architect 15 days prior to the date set for the receipt of bids; telephone requests shall not be accepted. persons requesting substitutions will be notified only by mail, whether request is acceptable; all bidders holding plans during bidding will receive addenda incorporating acceptable substitutions.

1.7 REUSE OF EXISTING MATERIAL:

- A. Except as specifically indicated or specified, materials and equipment removed from an existing structure shall not be used in the completed work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01600.

## SECTION 01700 - CONTRACT CLOSEOUT

Revised Jan. 11, 2007

## PART 1 - GENERAL

## 1.1 REQUIREMENTS:

- A. Closeout is hereby defined to include general requirement near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Time of closeout is directly related to "Substantial Completion" and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

## 1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION:

- A. Prior to requesting Architect's/Engineer's inspection for certification of substantial completion for either entire Work or portions thereof, complete the following and list known exceptions in request:
1. In progress payment request, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness and reasons for being incomplete.
  2. Include supporting documentation for completion as indicated in these Contract Documents.
  3. Submit statement showing accounting of changes to the Contract sum.
  4. Advise Owner of pending insurance change-over requirements.
  5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
  6. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including (where required) occupancy permits, operating certificates and similar releases.
  7. Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.
  8. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.
  9. **Deliver original, fully executed hard PERMIT Card with all appropriate signatures indicating each applicable Division is finally completed and signed off by the appropriate tradesperson.**

- B. Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion or advise the contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

### 1.3 PREREQUISITES TO FINAL ACCEPTANCE

- A. Prior to requesting Architect's/Engineer's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit updated final statement accounting for additional (final) changes to Contract Sum.
  3. Submit certified copy of Architect's/Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect/Engineer.
  4. Asbestos:
    - a. Reference: State Requirements for Educational Facilities, Section 4.2(3)(e) Asbestos. The federal Asbestos Hazard Emergency Response Act (AHERA) of October 22, 1986, requires the architect or engineer of record to sign a statement that NO asbestos-containing building materials were specified, or, to the best of his/her knowledge, were used as a building material in the project. The contractor should certify to the board that to the best of his/her knowledge, no asbestos containing building materials were used as a building material in the project. Section 255.40, F.S. prohibits the use of asbestos-containing materials in the construction of new public buildings.
  5. Submit final meter readings for utilities, measured record of stored fuel and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
  6. Submit original Consent of Surety.
  7. Submit final liquidated damages settlement statement, acceptable to Owner.
  8. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey and similar final record information.
  9. Complete final cleaning up requirements, including touch-up of marred surfaces.
  10. Touch-up and otherwise repair and restore marred exposed finishes.

11. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
  12. Certificates of elevator inspection.
  13. Mechanical:
    - a. Air System Test and Balance (prepared by Owner's independent agent)
    - b. Piping pressure tests and certificates
    - c. Project certification
  14. Electrical:
    - a. System tests
    - b. Project certification
- B. Reinspection Procedure:
1. Upon receipt of Contractor's notice that work has been completed including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will reinspect work. Upon completion of reinspection, Architect/Engineer will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.
  2. If re-inspections of above referenced items are required by the Architect/Engineer due to the failure of any of the Work to comply with the claims made by the Contractor as to the status of their completeness, the Owner will deduct the costs incurred by such re-inspections from the Contract amount.

#### 1.4 RECORD DOCUMENT SUBMITTAL:

- A. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01340. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Architect's/Engineer's reference during normal working hours.

At time of final acceptance, submit complete sets of all required record documents to the Architect/Engineer for Owner's records.

- B. As-Built Record Drawings:
1. Maintain a white-print set of contract drawings and shop drawings in clean, undamaged condition with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawings are most capable of showing "field" condition fully and accurately; however, where shop drawings are

used for mark-up, record a cross-reference at corresponding location on working drawings. Mark-up new information which is recognized to be of importance to Owner but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work which would be difficult to measure and record at a later date. Note related change order numbers where applicable.

2. Upon completion of the Work, this data shall be recorded to scale, by a competent draftsman on transparent paper of the Contract Drawings. Where changes are to be recorded, the prints shall be erased in such a way as to properly represent the work as installed. Where the work was installed exactly as shown on the Contract drawings, the prints shall not be disturbed. In showing the changes, the same legend shall be used to identify piping, etc., as was used on the Contract Drawings.
3. The Contractor shall review the completed record drawings and ascertain that all data furnished on the drawings are accurate and truly represent the Work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, etc., are involved as part of the Work, the Contractor shall furnish true elevations and locations, all properly referenced for the site. Information for reference data can be obtained from the office of the Architect/Engineer. Upon completion, the subcontractor involved shall date and sign the drawings, signifying compliance with the requirements set forth herein prior to submission of prints required.
4. The Contractor shall sign all pages to certify completeness of the As-Built Record Set of Drawings. Contractor shall submit the marked-up of prints to the Architect/Engineer for the Owner.
5. In addition to the marked-up as-built record drawings, the Contractor shall submit two (2) sets of, bound white prints, of the complete record drawings to the Architect/Engineer; which shall be carefully checked and transmitted to the Owner.

C. Electronic Files of Record Drawings

1. If the Construction Documents were created by Computer Aided Drafting (CAD) then upon the receipt of the final record drawings from the Contractor, the Architect/Engineer shall revise the electronic files to reflect the as-built conditions. The CAD files shall be in a file format that can be read by Autocad version 2000 and above.
2. A copy of the electronic files shall be recorded onto compact disk media. Two (2) copies of the disk shall be submitted to the Owner at time of transference of the Record Drawings. Each disk shall be labeled with:
  - Name of Project
  - Name of General Contractor and or Construction Manager at Risk
  - Name of Architect, or Engineer, and their Address
  - Description of software used to create files

D. As-Built Record Specifications:



1. Maintain one copy of specifications including addenda, change orders and similar modifications issued in printed form during construction and mark-up variations (of substance) in actual Work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data where applicable.
  2. Upon completion of the Record Specifications, the Contractor shall submit two (2) bound and printed copies to the Architect/Engineer; which shall be carefully checked and transmitted to the Owner.
- E. Record Shop Drawings and Product Data:
1. Maintain one copy of each product data submittal and mark-up significant variations in actual work in comparison with submitted information. Include both variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up or record drawings and specifications.
- F. Record Sample Submittal:
1. Immediately prior to date(s) of substantial completion, Architect/Engineer (and including Owner's personnel where desired) will meet with Contractor at site and will determine which (if any) of submitted samples maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with Architect's/Engineer's instructions for packaging, identification marking and delivery to owner's sample storage space.
- G. Miscellaneous Record Submittals:
1. Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
- H. Operation and Maintenance Data:
- See section 01730
- I. Warranties and Bonds:
- See section 01740
- J. Spare Parts and Maintenance Materials:
- See section 01750

## 1.5 FINAL CLEANING

- A. Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress or work is specified in General Conditions and as temporary service in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples of cleaning levels required:
1. Remove labels which are not required as permanent labels.
  2. Clean transparent materials including mirrors and window or glass to a polished condition removing substances which are noticeable as vision-obscuring materials. replace broken glass and damaged transparent materials.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
  4. Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication and other substance.
  5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes and similar spaces.
  6. Clean concrete floors in non-occupied spaces broom clean.
  7. Vacuum clean carpeted surfaces and similar soft surfaces.
  8. Clean plumbing fixtures to a sanitary condition free of stains including those resulting from water exposure.
  9. Clean light fixtures and lamps so as to function with full efficiency.
  10. Clean project site (yard and grounds) of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
  11. Vacuum clean and sanitize all cabinetwork, equipment, etc. for a move-in condition.
- B. Removal of Protection:
1. Remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed Work during remainder of construction period.

## C. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site or bury debris or excess materials on Owner's property or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
2. Where extra materials of value remaining after completion of associated Work have become Owner's property, dispose of these to Owner's best advantage as directed.

## 1.6 CLOSEOUT DOCUMENTS CHECKLIST

## A. All items listed below, with the exception of Item No. 1 and Item No. 2 shall be bound in individual heavy duty 3-ring vinyl covered binders. Mark appropriate identification on front and spine of each binder. All items shall be submitted in triplicate within fifteen day of Substantial Completion for the project.

1. Application and Certification for Payment (Final). Four copies with original signatures and seals.
2. Final schedule of contract values. Four copies attached to Application and Certification for Payment.
3. Contractor's Affidavit of Payment of Debts (AIA G706).
4. Contractor's Affidavit of Release of Liens from all Contractors, Subcontractors, and Suppliers (AIA G706A).
5. Power of Attorney from Surety to make Final Payment.
6. Consent of Surety to Final Payment (AIA G707).
7. Contractor's Guarantee and Warranties as specified under Division 01740.
8. Fully executed Roof Warranty in the name of the Owner.
9. Special warranties as required by the specifications, in the name of the Owner.
10. Provide a list summarizing the various guarantees and warranties and stating the following with respect to each:
  - a. Character of work affected.
  - b. Name, address and telephone number of each Subcontractor.
  - c. Name, address and telephone number of each local firm designated to provide warranty service for an out-of-town firm. Copy of agreement between the firms.
  - d. Period of guarantee and effective date.
  - e. Statement of guarantee in the following form.

"If within any guarantee period, repairs or changes are required in conjunction with

the guarantee work, which in the opinion of the Architect or Engineer is rendered necessary as the result of the use of materials, equipment or workmanship, which are defective or inferior, or not in accordance with the terms of the Contract, the Contractor shall, upon written notice from the Owner, and without expense to the Owner, proceed within twenty four (24) hours to place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all damages to the structure or site or equipment or contents thereof disturbed in fulfilling any such guarantee work.

11. Verification that the Owner's personnel has been trained in the use of their new equipment. Submit attendance lists and videotape record of all training sessions.
12. Operation and Maintenance Manuals.
13. Equipment Inventory List - A list of the following equipment furnished for the project, to include drawings code designation, location (FISH number) description, manufacturer, full model number, serial number, warranty period and warranty expiration date.
  - a. All HVAC equipment.
  - b. Any plumbing equipment which carries a serial number (water heaters, compressors, electric water coolers, etc.)
  - c. Emergency generator.
  - d. Contractor furnished appliances.
14. Notarized Affidavit of all Subcontractor payrolls, bills for materials/equipment and other indebtedness paid and satisfied.
15. As-built drawings. Provide in accordance with other specification sections.
16. Energy management system programming, operation, maintenance, and parts service manuals. Guaranteed parts price list.
17. Date certain schedule for LCS personnel to be trained at Energy Management Supplier's training facility.
18. Punch lists signed off by Owner's Representatives.

Note: A/E shall use the enclosed "Leon County School Board Documents Receipt" form during contract close-out performance.

**LEON COUNTY SCHOOL BOARD DOCUMENTS RECEIPT**

**PROJECT:** \_\_\_\_\_ **SUBSTANTIAL COMPLETION DATE:** \_\_\_\_\_

Note:

1. Receipt or Waiver of all of the following documents must be signed by the A/E and by LCS staff person prior to final payment. Fill in last name in receipt blocks. When this form with documents is received by LCS, having been received by the A/E, then A/E reviewed and accepted it. Acceptance must be signed off by a LCS person within 10 days after receipt, or the A/E must be notified in writing that a document is not acceptable. If no correspondence is received from LCS within 10 days, acceptance is automatic.
2. See specifications for specific requirements.

DESCRIPTION	Received				Accepted (LCS)
	A/E	Date	LCS	Date	
AIA G706 (Payment of Debts)					
AIA G706A (Release of Lien)					
Surety Power of Attorney					
Consent of Surety					
All Required Guarantees & Warranties					
List-Variou s Guarantees/Warranties					
Verification of Training					
Operation & Maintenance Manuals					
Equipment Inventory List					
Certificate-NO Asbestos-materials GC					
Certificate-No Asbestos-materials A/E					
As-Built Drawings					
EMCS Manuals					
EMCS Training Dates					
As-Built Certification to DER					
Punch List Corrections Complete					
Approved Submittals Package					
Control Key and Key Code					
Termite Control					
Fire Alarm Certification					
Stormwater Operating Permit					
Cert. Occupancy & Cert. Final Inspect.					
Fiber & /Copper Test Results					
M/WBE Utilization Report					
HARD COPY PERMIT TO ROBERT METCALF					

Updated September 9, 2005  
 Revised November 10, 2005 – Asbestos Certificate.

SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED REQUIREMENTS:

- A. Shop Drawings, Product Data, and Samples.
- B. Testing, Adjusting, and Balancing of Systems: Test and balance reports.
- C. Section 01700 - Contract Closeout
- D. Warranties and Bonds
- E. Individual Specification Sections: Specific requirements for operation and maintenance data.

1.3 FORMAT:

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11, three-ring binders with hardback, cleanable, vinyl covers.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; use volumes as needed.
- D. Arrange content by systems, process flow, under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate project and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data.
- G. Drawings: Provide with reinforced pocket folders. Bind in with text; fold drawings; insert into pocket folders.

1.4 CONTENTS OF EACH VOLUME:

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Warranties and Bonds: Bind in copy of each.

#### 1.5 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, color and texture designations. provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Warranties and Bonds: Bind in copy of each.

#### 1.6 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Specifications sections.

#### 1.7 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Include description of unit or system, and

component parts. Give function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number or replaceable parts.

- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- C. Include as-installed color coded wiring diagrams.
- D. Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operations and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings, with as-installed color coded piping diagrams.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports as specified.
- O. Additional Requirements: As specified individual specifications sections.
- P. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### 1.8 INSTRUCTION OF OWNER PERSONNEL:

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.



- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data become apparent during instruction.

1.9 SUBMITTALS:

- A. Submit one (1) copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- B. Submit three (3) copies of revised volumes of data in final form within ten days after final inspection.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01730

## SECTION 01732 - SELECTIVE BUILDING DEMOLITION

## PART 1 - GENERAL

## 1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of a building or structure.

## 1.2 DEFINITIONS

- A. "Existing to Remain" or "Retain": Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
- B. "Remove": Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- C. "Remove and Salvage": Detach items from existing construction and deliver them to Owner.
- D. "Remove and Reinstall": To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- E. "Repair": To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.
- F. "Replace": To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
  2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
  3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
- G. "Material in Kind": Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

## 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Storage of removed items or materials on-site will not be permitted.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- 1. Repair materials shall only be required if the building envelope is breached or is damaged and thus materials are required to secure the building and make it weather tight.

PART 3 - EXECUTION

3.1 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. The Owner will arrange to shut off indicated utilities when requested by the Construction Manager.
  - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.

3.2 PREPARATION

- A. Dangerous Materials: If encountered, notify the Owner immediately and do not proceed with demolition activities until observed materials are cleared from area of demolition.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

3. Protect existing site improvements, appurtenances, and landscaping to remain.
- C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

### 3.3 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as flooding, and pollution.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by the Demolition Notes:
1. Proceed with selective demolition systematically.
  2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
    - a. Maintain adequate ventilation when using cutting torches.
  3. Dispose of demolished items and materials promptly.
  4. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

## **SECTION 01740 - WARRANTIES AND BONDS**

### PART 1 - GENERAL

#### REQUIREMENTS:

- A. Preparation and submittal of warranties and bonds.
- B. Schedule of submittals.

#### RELATED REQUIREMENTS:

- A. Section of 01700 - Contract Closeout
- B. Individual Specifications Sections: Warranties and bonds required for specific Products or work.

#### FORM OF SUBMITTALS:

Bind with operation and maintenance manuals specified in Section 01730.

#### PREPARATION OF SUBMITTALS:

- A. Obtain warranties and bonds, executed in triplicate (3) by responsible subcontractors, suppliers, and manufacturers within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

#### TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

### PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

WARRANTY SERVICE

- A. The Contractor shall proceed with warranty repair or replacement within 24 hours of being notified that a warranty deficiency exists.
  
- B. In order to insure prompt and effective correction of warranty deficiencies, the Contractor shall, if he or any of his Subcontractors do not maintain fully staffed service organizations within Leon County, designate firms within Leon County authorized to perform warranty work on the Contractor's behalf. The name, addresses, and phone numbers of these designated firms shall be included within the closeout documents, along with affidavits signed by officers of the designated firms stating that they have been retained and will perform required warranty service.

END OF SECTION 01740.

**SECTION 01750 - SPARE PARTS & MAINTENANCE MATERIALS**

PART 1 - GENERAL

REQUIREMENTS:

- A. Products required.
- B. Storage and delivery of products.

RELATED REQUIREMENTS:

- A. Materials and Equipment: Storage and protection.
- B. Contract Closeout.
- C. Individual Specifications Sections: Specific spare parts and materials required.

PRODUCTS REQUIRED:

- A. provide quantity of products, spare parts, maintenance tools, and maintenance materials specified in individual sections to be provided to Owner, in addition to that required for completion of Work.
- B. Products: Identical to those installed in the Work. Include quantities in original purchase from supplier or manufacturer to avoid variations in manufacture.

STORAGE AND MAINTENANCE:

- A. Store products with products to be installed in the Work, under provisions of Section 01600.
- B. Maintain spare products in original containers with labels intact and legible, until delivery to Owner.

DELIVERY:

Coordinate with Owner: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.

PART 2 - PRODUCTS:

Not used.

PART 3 - EXECUTION:

Not used.

END OF SECTION 01750.

Division 07 – Thermal and Moisture  
Protection



## SECTION 07920 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
- B. This Section includes sealants for the following applications:
  - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
    - a. Control and expansion joints in unit masonry.
    - b. Perimeter joints between materials listed above and frames of doors and windows.
  - 2. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
    - a. Perimeter joints of exterior openings where indicated.
    - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
    - c. Other joints as indicated.
  - 3. Division 8 Section "Glazing" for glazing sealants.

## 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
  - 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS AND MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified in the sealant schedules at the end of Part 3.

### 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: Match adjacent painted surface.

### 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

### 2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Type C: Closed-cell material with a surface skin.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
    - a. Concrete.
    - b. Masonry.

3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses provided for each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
  4. Seal all exposed cast stone parapet joints.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealants from surfaces adjacent to joint.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
  - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

### 3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

### 3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Medium-Modulus Neutral-Curing Silicone Sealant Provide products complying with the following:
  1. Products: Available products include the following:
    - a. 791; Dow Corning.
    - b. 795; Dow Corning.
    - c. HiFlex 393; NUCO Industries, Inc.
    - d. PSI-631; Polymeric Systems, Inc.
    - e. SM5731 Poly-Glaze; Schnee-Morehead, Inc.
    - f. SM5733 Poly-Glaze; Schnee-Morehead, Inc.
    - g. Spectrem 2; Tremco.
    - h. Trensil 600; Tremco.
  2. Type and Grade: S (single component) and NS (nonsag).
  3. Class: 25.
  4. Use Related to Exposure: NT (nontraffic).
  5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
    - a. Use O Joint Substrates: aluminum coated with a high-performance coating, galvanized steel, brick, stone, ceramic tile, and wood.
  6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248
  7. Applications: Aluminum to glass and building expansion joints,

END OF SECTION 07920

## Division 08 - Openings

## SECTION 08110 - STEEL DOORS AND FRAMES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes:
  - a. Steel doors and frames.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 9 Section "Painting" for field painting primed doors and frames.

## 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of door and frame specified, including details of construction, materials, dimensions, hardware preparation, core, label compliance, sound ratings, profiles, and finishes.
- A. Shop Drawings showing fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.

## 1.4 QUALITY ASSURANCE

- A. Provide doors and frames complying with ANSI/SDI 100 "Recommended Specifications for Standard Steel Doors and Frames" and as specified.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames on delivery for damage. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect; otherwise, remove and replace damaged items as directed.

- C. Store doors and frames at building site under cover.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

- 1. Steel Doors and Frames:
  - a. Amweld Building Products, Inc.
  - b. Benchmark Commercial Doors.
  - c. Ceco Door Products.
  - d. Copco Door Co.
  - e. Curries Co.
  - f. Deansteel Manufacturing Co.
  - g. Fenestra Corp.
  - h. Kewanee Corp.
  - i. Mesker Door, Inc.
  - j. Pioneer Industries.
  - k. Republic Builders Products.
  - l. Steelcraft.

### 2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial-quality carbon steel, pickled and oiled, complying with [ASTM A 569](#) ([ASTM A 569M](#)).
- B. Cold-Rolled Steel Sheets: Carbon steel complying with [ASTM A 366](#) ([ASTM A 366M](#)), commercial quality, or [ASTM A 620](#) ([ASTM A 620M](#)), drawing quality, special killed.
- C. Galvanized Steel Sheets: Zinc-coated carbon steel complying with [ASTM A 526](#) ([ASTM A 526M](#)), commercial quality, or [ASTM A 642](#) ([ASTM A 642M](#)), drawing quality, hot-dip galvanized according to [ASTM A 525](#), with A 60 or G 60 ([ASTM A 525M](#), with Z 180 or ZF 180) coating designation, mill phosphatized.
- D. Supports and Anchors: Fabricated from not less than [0.0478-inch-](#) ([1.2-mm-](#)) thick steel sheet; [0.0516-inch-](#) ([1.3-mm-](#)) thick galvanized steel where used with galvanized steel frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize complying with ASTM A 153, Class C or D as applicable.

### 2.3 DOORS

- A. Steel Doors: Provide [1-3/4-inch-](#) ([44-mm-](#)) thick doors of materials and ANSI/SDI 100 grades and models specified below:



Exterior Doors and Frames

Hollow Metal Door: ANSI 250.8, Level 3, Heavy Duty, Model 2 Seamless, insulated.

## 2.4 FRAMES

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, according to ANSI/SDI 100, and of types and styles as shown on Drawings and schedules. Conceal fastenings, unless otherwise indicated. Fabricate frames of minimum 16-gauge cold-rolled steel sheet.
1. Fabricate frames for existing openings with knocked down for field assembly.
  1. Fabricate exterior frames from 14 gage thick galvanized steel sheet.
- D. Door Silencers: Drill stops to receive 3 silencers on strike jambs of single-door frames, 2 silencers on heads of double-door frames, and 4 silencers for two leafs of dutch doors.

## 2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance, and free from defects, warp, or buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site. Comply with ANSI/SDI 100 requirements.
1. Internal Construction: One of the following manufacturer's standard core materials according to SDI standards:
    - a. Resin-impregnated paper honeycomb.
    - b. Rigid polyurethane conforming to ASTM C 591.
    - c. Rigid polystyrene conforming to ASTM C 578.
    - d. Unitized steel grid.
    - e. Vertical steel stiffeners.
    - f. Rigid mineral fiber with internal sound deadener on inside of face sheets.
  2. Clearances: Not more than **1/8 inch (3.2 mm)** at jambs and heads, except not more than **1/4 inch (6.4 mm)** between non-fire-rated pairs of doors. Not more than **3/4 inch (19 mm)** at bottom.
    - a. Fire Doors: Provide clearances according to NFPA 80.
    - b. Provide doors meeting maximum rate of rise as required by fire code.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from only cold-rolled steel sheet.
- C. Tolerances: Comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."

- D. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- E. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- F. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of SDI 107 and ANSI A115 Series specifications for door and frame preparation for hardware.
  - 1. For concealed overhead door closers, provide space, cutouts, reinforcing, and provisions for fastening in top rail of doors or head of frames, as applicable.
- G. Thermal-Rated (Insulating) Assemblies: At all exterior locations, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
  - 1. Unless otherwise indicated, provide thermal-rated assemblies with U-value rating of 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K) or better.
- H. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- I. Locate hardware as indicated on Shop Drawings or, if not indicated, according to the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
- J. Glazing Stops: Minimum 0.040-inch- (1-mm-) thick.
  - 1. Provide nonremovable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
  - 2. Provide screw-applied, removable, glazing beads on inside of glass.

## 2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for steel sheet finishes.
- C. Apply primers and organic finishes to doors and frames after fabrication.

## 2.7 STEEL SHEET FINISHES

- A. Surface Preparation: Solvent-clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel to comply with SSPC-SP 5 (White Metal Blast Cleaning) or SSPC-SP 8 (Pickling).

- B. Pretreatment: Immediately after surface preparation, apply a conversion coating of type suited to organic coating applied over it.
- C. Factory Priming for Field-Painted Finish: Apply shop primer that complies with ANSI A224.1 acceptance criteria, is compatible with finish paint systems indicated, and has capability to provide a sound foundation for field-applied topcoats. Apply primer immediately after surface preparation and pretreatment.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Placing Frames: Comply with provisions of SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
  - 1. Except for frames located in existing concrete, masonry, or gypsum board assembly construction, place frames before constructing enclosing walls and ceilings.
  - 2. At existing concrete or masonry construction, install at least 3 completed opening anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Set frames and secure to adjacent construction with bolts and masonry anchorage devices.
- C. Door Installation: Fit hollow-metal doors accurately in frames, within clearances specified in ANSI/SDI 100.

### 3.2 ADJUSTING AND CLEANING

- A. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION 08110

## SECTION 08423 – SLIDING AUTOMATIC ENTRANCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This section includes the following types of automatic entrance doors:
  - 1. Exterior bi-parting, sliding automatic entrance doors with sidelites.
- B. Related Sections:
  - 1. Division 8 Section “Door Hardware” for hardware to the extent not specified in this Section.

## 1.3 REFERENCES

- A. References: Refer to the version year adopted by the Authority Having Jurisdiction.
  - 1. The Florida Building Code, 2014 edition
  - 2. Florida Product Approval, FS 553.842 and FAC 9B-72
  - 3. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 4. NFPA 70 - National Electrical Code.
  - 5. NFPA 101 - Life Safety Code.
- B. American National Standards Institute (ANSI) / Builders Hardware Manufacturers Association (BHMA).
  - 1. ANSI/BHMA A156.10 American National Standard for Power Operated Pedestrian Doors.
  - 2. ANSI Z97.1 Standards for Safety Glazing Material Used in Buildings.
- C. Underwriters Laboratories (UL).
  - 1. UL 325 Standard for Safety for Door, Drapery, Gate, Louver and window Operators and Systems.
- D. American Association of Automatic Door Manufacturers (AAADM).
- E. American Society for Testing and Materials (ASTM).
  - 1. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
  - 2. ASTM B209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
  - 3. ASTM 283e Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

- F. American Architectural Manufacturers Association (AAMA).
  - 1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum.
- G. National Association of Architectural Metal Manufacturers (NAAMM).
  - 1. Metal Finishes Manual for Architectural Metal Products.
- H. National Fenestration Rating Council (NFRC).
  - 1. NFRC 100-2010: Procedure for Determining Fenestration Product U-factors.
  - 2. NFRC 200-2010: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
  - 3. NFRC 500-2010: Procedure for Determining Fenestration Product Condensation Resistance Values.
- I. ASHRAE 90.1-2010/2013: Energy Standard for Buildings Except Low-Rise Residential Buildings.

#### 1.4 DEFINITIONS

- A. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to activate the operation of the door.
  - 1. Knowing act: Consciously initiating the opening of a power operated door using acceptable methods including wall mounted switches such as push plates and controlled access devices such as keypads, card readers and key switches.
- B. Safety Device: A device that detects the presence of an object or person within a zone where contact could occur and provides a signal to stop the movement of the door.
- C. AAADM: American Association of Automatic Door Manufacturers.
- D. SHGC: Solar Heat Gain Coefficient.
- E. VT: Visible Transmittance.
- F. CR: Condensation Resistance.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide doors that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.
- B. Compliance:
  - 1. ANSI/BHMA A156.10 American National Standard for Power Operated Pedestrian Doors.
  - 2. UL 325 listed.
- C. Automatic door equipment accommodates medium to heavy pedestrian traffic.
- D. Automatic Door equipment accommodates up to the following weights for active leaf doors:

1. Bi-part doors: 300 lbs (136 kg) per active breakout leaf.
- E. Operating Temperature Range: -31° F to 122° F (-35° C to 50° C).
- F. Entrapment Force Requirements:
1. Power Operated Sliding Doors: Not more than 30 lbf (133 N) required to prevent stopped door from closing.
  2. Sliding doors provided with a breakaway device shall require no more than 50 lbf (222N) applied 1 inch (25 mm) from the leading edge of the lock stile for the breakout panel to open.
- G. Energy Code Requirements: Sliding automatic entrances that are required to meet construction energy code requirements in those districts that have adopted ASHRAE 90.1-2010/2013 shall have been evaluated based on methodology in accordance with the following National Fenestration Rating Council (NFRC) standards:
1. NFRC 100-2010: Procedure for Determining Fenestration Product U-factors.
  2. NFRC 200-2010: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
  3. NFRC 500-2010: Procedure for Determining Fenestration Product Condensation Resistance Values.
  4. ASTM 283e-2010: Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

## 1.6 SUBMITTALS

- A. Comply with Division 01 - Submittal Procedures.
- B. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, fabrication, operational descriptions and finishes.
- C. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections and details, indicating dimensions, materials, and fabrication of doors, frames, sidelites, operator, motion /presence sensor control device, anchors, hardware, finish, options and accessories.
- D. Samples: Submit manufacturer's samples of aluminum finish.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door opening installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include spare parts list.
- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

## 1.7 QUALITY ASSURANCE

- A. **Manufacturers Qualifications:** Engage qualified manufacturers with a minimum 10 years of documented experience in manufacturing of doors and equipment of similar to that indicated for this Project and that have a proven record of successful in-service performance.
  - 1. A manufacturer with company certificate issued by AAADM.
- B. **Installer Qualifications:** Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing and maintenance of units similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. **Source Limitations for Automatic Entrances:** Obtain each type of door, frame, operator and sensor components specified in this Section from a single source, same manufacturer unless otherwise indicated.
- D. **Power-Operated Pedestrian Door Standard:** ANSI/BHMA A156.10 (current version).
- E. **Emergency Exit door requirements:** Comply with requirements of authorities having jurisdiction for automatic entrance doors serving as a required means of egress.

## 1.8 PROJECT CONDITIONS

- A. **Field Measurements:** Verify actual dimensions of openings to receive automatic entrances by field measurements before fabrication and indicate on shop drawings.

## 1.9 COORDINATION

- A. **Electrical System Roughing-in:** Coordinate layout and installation of automatic entrances with connections to power supplies and access control system as applicable.

## 1.10 WARRANTY

- A. **General Warranty:** Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. **Automatic Entrance Doors** shall be free of defects in material and workmanship for a period of One (1) year from the date of substantial completion.
- C. **During the warranty period** a factory-trained technician shall perform service and affect repairs. A safety inspection shall be performed after each adjustment or repair and a completed inspection form shall be submitted to the Owner.
- D. **During the warranty period** all warranty work, including but not limited to emergency service, shall be performed during normal business hours.
- E. **Manufacturer** shall have in place a dispatch procedure that shall be available 24 hours a Day, 7 Days a week for emergency call back service.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURER

- A. Basis of Design: ASSA ABLOY Entrance Systems, 1900 Airport Road, Monroe, NC 28110. Toll Free (877) SPEC-123. Phone (704) 290-5520 Fax (704 ) 290- 5555 Website [www.assaabloyentrance.com](http://www.assaabloyentrance.com) contact: [specdesk.na.aes@assaabloy.com](mailto:specdesk.na.aes@assaabloy.com)
- B. Substitutions: Requests for substitution and product approval in compliance with the specifications must be submitted in writing. Approval of requests is at the discretion of the architect and owner.

## 2.2 SLIDING AUTOMATIC ENTRANCES

- A. Basis of Design Model: Besam SL500 EcoDoor U-factor sliding automatic entrance.
  - 1. Aluminum doors and frames with sidelites and active door leaves.
  - 2. Overhead concealed, electro-mechanical, microprocessor controlled, sliding door operator.
  - 3. Operator housing, guide system and door carriers.
- B. Sliding Automatic Entrance Doors Configuration: As indicated on the drawings.

## 2.3 ALUMINUM DOORS AND FRAMES

- A. Doors and Frames: Extruded Aluminum, Alloy 6063-T5.
  - 1. Door panels shall have a minimum .125 inch (3.2 mm) structural wall thickness including adjoining horizontal members and perimeter frames where applicable.
  - 2. Door Construction shall be by means of an integrated corner block with 3/8 inch all-thread through bolt from each stile.
  - 3. Glass stops shall be .062 inch (15.8 mm) wall thickness and shall provide security function as a standard by means of a fixed non-removable exterior section with glazing to be performed from the interior only. Glazing stops that allow for glass removal from the exterior shall not be deemed as equivalent.
  - 4. The sliding door system shall include two interlocks securing the leading stile of the sidelite and the butt stile of the sliding door panel together.
  - 5. Vertical Stiles shall be wide stile 5" (127 mm).
  - 6. Bottom Rails shall be standard 7 inch (178 mm).
  - 7. Intermediate Muntin where indicated shall be 1-3/4 inch (45 mm).
  - 8. Weather-stripping shall be slide-in type, replaceable pile mohair seals retained by the aluminum extrusions. The following types of weather-stripping are required: complementing weather-stripping on the joining vertical stiles of the sidelite and sliding door panels, complementing weather-stripping on the lead edge of the lock stiles of bi-parting doors, single pile weather-stripping between the carrier and the header, single pile weather-stripping on the lead edge stile of single slide door panels, dual pile weather-stripping on the pivot stile of breakout sidelite panels, and dual pile weather-stripping on the butt stile of fixed sidelite panels. Bottom rails shall be provided with an adjustable nylon sweep.
    - a. Door Seals: (Required at all doors requiring a U-factor) High pile mohair weather stripping on the lock stile of the sliding doors, integrated mohair weather stripping



with vinyl fin on the joining vertical stiles of the sidelite and sliding door panels, and expandable foam inserts in leading stile of sidelite panels at pockets for interlocks. Bottom rails shall be provided with a concealed adjustable nylon sweep.

9. U-factor Door Package:

- a. U-factor door package shall have been evaluated in full compliance with the listed National Fenestration Rating Council (NFRC) and American Society for Testing and Materials (ASTM) standards: NFRC 100-2010, NFRC 200-2010, NFRC 500-2010, and ASTM 283e-2010.
- b. U-factor door package shall meet the following requirements:
  - 1) U-factor Rating 0.64 BTU/(h °F ft<sup>2</sup>)
  - 2) Solar Heat Gain Coefficient 0.28
  - 3) Visible Light Transmittance 0.45
  - 4) Condensation Resistance 22
  - 5) Air infiltration rating 0.93 cuft/min/sqft 0.28x3/Mx2/min.

B. Glass: Glazing shall comply with ANSI Z97.1, thickness as indicated.

1. Glazing Active Door Panels and Sidelite Panels, thickness and type as indicated.

- a. U-factor Door and Sidelite Glazing: 1" (25 mm) overall thickness insulating glass unit consisting of an interior and exterior glass lite; both lites to be 1/4 inch (6 mm) clear tempered glass. Airspace to be 90% argon filled.
  - 1) Glazing shall be PG Solarban 60 Clear, coated on surface 2, and the airspace 90% argon filled and meet the following listed requirements specified for U-factor and Solar Heat Gain Coefficient:
 

U-factor Summer (BTU/(h °F ft <sup>2</sup> ))	0.22
U-factor Summer (W/(m <sup>2</sup> K))	1.27
U-factor Winter (BTU/(h °F ft <sup>2</sup> ))	0.25
U-factor Winter (W/(m <sup>2</sup> K))	1.4
Solar Heat Gain Coefficient	0.37

b. Other Entrances Door, Transoms and Sidelite Glazing: 1" (25 mm)]

2. Glazing Installation: See Division 8 Section Glazing for requirements and as required by the manufacturer to meet the specified energy performance of the sliding entrance. Door Carriers: Manufacturer's standard carrier assembly that allows vertical adjustment.
3. Carriage Assembly: Carriage bar with two wheel assemblies. Each assembly shall have tandem roller wheels.
4. Roller Wheels: Two heavy duty Delrin roller wheels per wheel assembly, for a total of four (4) roller wheels, 1-7/16 inch (36.51 mm) diameter, per active door leaf for operation over a replaceable aluminum track. Single journal with sealed oil impregnated bearings.
5. Two (2) heavy duty self-aligning anti-risers per leaf.

C. Framing Members: Provide automatic entrances as complete assemblies. Manufacturer's standard extruded aluminum framing reinforced as required to support loads.

1. Vertical jambs shall be 1-3/4 inches (44.5 mm) by 6 inches (152.4 mm).

D. Header: Manufacturer's standard one-piece extruded aluminum header with a replaceable aluminum track extending full width of entrance unit. Header to conceal door operators, carrier assemblies, and roller track; complete with hinged access panel for service of door operator, and controls.

1. Span: Maximum 16'-0" (4.9 m) without intermediate supports when using 1/4-inch glass.

- a. Capacity: Capable of supporting active breakout leafs up to maximum of 300 lb (136 kg) per leaf when header is supported per manufacturer's recommendations.
  - 2. Size: 6 inches (152.4 mm) wide by 7 inches (177.8 mm) high.
    - a. Header height including the sensor plate cap which spans the clear door opening width is 8-1/2 inches (215.9 mm) high.
  - 3. Hinge Point: Continuous hinge at top of header allows for complete access to operator and internal electronic and mechanical assemblies.
  - 4. Design: Manufacturer's standard closed header.
- E. Hardware: Provide manufacturer's standard hardware as required for operation indicated.
- 1. Breakaway arms and bottom pivot assemblies shall be supplied by the manufacturer and shall be adjustable to comply with applicable codes.
    - a. Wind resistant hydraulic damper to control movement of breakout panels.]
  - 2. Locking hardware shall be provided as indicated.
    - a. Two point locking system with throw rod into carrier arm and mortise hookbolt. (Bi-parting sliding door system).
      - 1) Interior Side: Keyed cylinder. Lock indicators shall be provided if required by code.
      - 2) Exterior Side: Keyed cylinder.
      - 3) Exterior jamb mounted key switch to unlock sliding door operation.
  - 3. Keyed cylinders shall be provided as indicated.
    - a. Keyed cylinder specified in Division 8 Section "Door Hardware".
- F. Guide Track/Threshold: Manufacturer's threshold as indicated.
- 1. 1/2 inch (12.7 mm) high by 4-1/2 inch (114.3 mm) width continuous aluminum threshold with integral track shall span the entire width of the sliding door header and fit between the vertical framing members. Threshold design shall allow for optional extruded ramps to securely interlock to flat section to meet ADA requirements.]

## 2.4 SLIDING DOOR OPERATOR

- A. Door Operator and Controller:
- 1. Electro-mechanical controlled unit utilizing a high-efficiency, energy efficient, DC motor requiring a maximum of 3 amp current draw, allowing 5 operators on one 20 amp circuit. The supplied system shall have the capability to operate at full performance well beyond a brown out and high line voltage conditions (85V – 265V) sensing changes and adjusting automatically. The operator shall allow an adjustable hold open time delay of 0 to 60 seconds and have internal software to incorporate a self-diagnostic system.
- B. Microprocessor Control Box:
- 1. Modular control unit to allow for changing technology. Factory-adjusted configuration with opening and closing speeds set to comply with ANSI/BHMA A156.10 requirements and electronic dampening to reduce wear on drive train. Should the drive train operations deviate from design criteria ranges, Watchdog Control Circuit Monitoring will assume command of the system and shut down the automatic function allowing a secondary supervisory circuit to perform as a backup. Control unit shall allow the following functions:
    - a. Diagnostics with the ability to produce application data.
  - 2. Mode Selector Control:

- a. Multi-position rotary knob mode selector switch to be interior jamb mounted and shall allow selection of the indicated functions to be engaged when switch is turned to the appropriate setting.
- b. Mode selector control to allow the following functions:
  - 1) "Off"
  - 2) "Exit Only" one way traffic with automatic operation from the interior.
  - 3) "Two Way Traffic" allowing automatic operation from exterior and interior.
  - 4) "Partial Opening" energy saving door position allows door to automatically adjust opening width based on amount of usage, that is, full open during high use and partial open during low use. The control for this setting is programmable allowing adjustment to both the usage setting and the opening width.
  - 5) "Hold Open" doors activated and held in the full open position.

## 2.5 ACTIVATION AND SAFETY CONTROL DEVICES

- A. General: Provide the types of activation and safety devices specified in accordance with ANSI/BHMA standards, for the condition of exposure and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.
- B. Combination Activation Motion Sensor/Safety Presence Sensor:
  1. Shall be a sliding door sensor utilizing K-band microwave technology to detect motion and focused active infrared technology to detect presence, combined in a single housing surface mounted on each side of the header.
    - a. Presence sensor shall remain active at all times.
    - b. The sensor shall communicate with the automatic door operator through a self-monitoring connection that allows the door to go into a fail safe mode preventing the door from closing in the event of a sensor failure.
  2. Motion/presence detecting sensors to be field installed and adjusted.

## 2.6 ELECTRICAL

- A. High-Efficiency DC Motor: Maximum of 3 amp current draw, allowing 5 operators to run on one 20 Amp circuit.
- B. Power: Self-detecting line voltage capable control. 120 VAC through 240 VAC, 50/60 Hz, 3 amp minimum incoming power with solid earth ground connection for each door system.
- C. Key Impulse Input: Input for card readers or remote activation with independent adjustable hold open delay.
- D. Wiring: Separate internal channel raceway free from moving parts.
- E. Brown out / high voltage capability: System has capability to operate at full performance well beyond brown out and high voltage line conditions (85 V – 265 V) sensing changes and adjusting automatically.
- F. Convenience Battery: Shall be concealed in header and capable of full operation with blackout conditions, including sensor capabilities for minimum of 100 cycles.

## 2.7 ALUMINUM FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Anodized Finish:
  - 1. Field verify to match existing: AAMA 611, Dark Bronze, AA-M12C22A44, Class I, 0.018 mm.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical source power to verify actual locations of wiring connections.
- C. Proceed only after such discrepancies or conflicts have been resolved.

### 3.2 INSTALLATION

- A. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, carrier assemblies, tracks, operating brackets and guides level and true to location with anchorage for permanent support.
- C. Door Operators: Connect door operators to electrical power distribution system as specified in Division 26 Sections.
- D. Glazing: Glaze sliding automatic entrance door panels in accordance with the Glass Association of North America (GANA) Glazing Manual, published recommendations of glass product manufacturer, and published instructions of automatic entrance system manufacturer.
- E. Sealants: Comply with requirements specified in division 7 Section "Joint Sealants" to provide weather tight installation.
  - 1. Set thresholds, bottom guide and track systems and framing members in full bed of sealants.
  - 2. Seal perimeter of framing members with sealant.
- F. Signage: Apply signage on both sides of each door and sidelite as required by ANSI/BHMA A156.10 and manufacturers installation instructions.

3.3 FIELD QUALITY CONTROL

A. Manufacturers Field Services:

1. Manufacturer's representative shall provide technical assistance and guidance for installation of doors.
2. Before placing doors into operation, AAADM certified technician shall inspect and approve doors for compliance with ANSI/BHMA A156.10. Certified technician shall be approved by manufacturer.
3. Verify installation and alignment of all entrance weather-stripping as required for compliance with specified air infiltration requirements.

3.4 ADJUSTING

- A. Adjust door operators, controls and hardware for smooth and safe operation and for weather tight closure. Adjust doors in compliance with ANSI/BHMA A156.10.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door installation.
- B. Clean glass and metal surfaces promptly after installation. Remove excess sealants, compounds, dirt and other substances. Repair damages finish to match original finish.
1. Comply with requirements in Division 08 Section Glazing for cleaning and maintaining glass.

3.6 DEMONSTRATION

- A. Engage a factory-authorized representative to train Owner's maintenance personnel to adjust, operate, and maintain safe operation of the door.

END OF SECTION

## SECTION 08710 – DOOR HARDWARE &amp; SCHEDULE

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.
- B. This Section includes the following:
  - 1. Commercial door hardware for exterior entrances.
- C. Related Sections include the following:
  - 1. Division 8 Section “Steel Doors and Frames.”

## 1.3 SUBMITTALS

- A. General requirements: All submittals shall be in accordance with Section 01330
- B. Hardware Schedule: Submit three (3) copies prepared by the supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames and related work to ensure proper size, thickness, hand, function and finish of door hardware.
- C. Samples: Provide samples upon request in specified finish, design and size. Tag or label with full description and coordinated with hardware schedule. Samples will be returned to the contractor.
- E. Templates: Distribute templates for all hardware items to all manufacturers as required, including but not limited to:
  - 1. Hollow metal doors and frames
    - a. Check shop drawings of other work to confirm that adequate provisions for reinforcement, location and installation of hardware comply with intended requirements.

## 1.4 QUALITY ASSURANCE

- A. Product Qualifications: Manufacturers and model numbers listed are to establish a standard of quality for this project. Similar items by manufacturers other than those listed which are equal in design; function and quality may be accepted. Submit manufacturer’s technical information for each item; include appropriate information required to show compliance with the requirements of the specific hardware. (Actual samples may be required). Request for substitution must be submitted ten (10) days prior to date. All requests shall be submitted on “Request for Substitution form found in Division 1.
- B. Installer Qualifications: The hardware for this project shall be installed by factory authorized personnel who have successfully completed factory courses and shall have certificates for certified installation, including but not limited to, locksets, exit devices and door closers. The authorized installer shall inspect all doorframes for proper plum and square. Prior to installation of

hardware, general contractor shall be notified of all frames not plum and square, or otherwise unsuitable for hardware installation, at the pre-installation meeting. If an authorized installer is not available, please include in submittals a letter of qualification listing similar projects installed, including project's name, location and date.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Marking and Packaging: Hardware shall be delivered to the project site, or as otherwise required, in manufacturer's original packages, numbered and labeled to identify each opening for which it is intended and to correspond to item numbers on the approved hardware schedule.
- B. Storage: The General Contractor shall check quantities of all deliveries to verify complete hardware requirements. Contractor shall provide clean, dry locked room with shelves for storage and protection of all items.
- C. Deliver to other sites, including, but not limited to:
  - 1. Keys and/or master keys directly to owner via hand delivery and receipt by the Owner's Project Coordinator.

#### 1.6 WARRANTY

- A. General Warranty: All hardware shall comply with warranties under requirements of contract documents.
- B. Written Warranty: Provide a written warranty stating all materials and workmanship are guaranteed against defects for a period of one (1) year from date of substantial completion, and shall be repaired at no expense to the owner.
- C. Special Warranties: Provide separate written warranties as follows:
  - 1. Manual closers – 10 years

#### 1.7 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools, and maintenance instructions as needed for Owner's continued adjustment, maintenance and removal and replacement of hardware. Present all tools to Owner at same time as operations and maintenance manual as specified in part 103.H

### PART 2 – PRODUCTS

#### 2.1 MANUFACTURERS

- A. Approved manufacturers are listed within the product paragraphs. Products of the approved manufacturers shall comply with all aspects of governing paragraphs.

#### 2.2 MATERIALS

- A. Fasteners:

1. All screws shall be of matching finish to their product and shall be manufacturer's standard unless otherwise listed. Door closers, door holders, and exit devices installed on fire rated wood doors and hollow metal doors shall be attached with sex nuts and bolts, or as tested and listed by UL. Consult manufacturer's catalogs and templates for specific requirements.

B. Hinges:

1. Hinges shall comply with ANSI/BHMA A156.1 requirements and spring hinges with ANSI/BHMA A156.17. All hinges shall be standardized template type square corners. Provide undercut Phillips head screws for all hinges.
2. Each door shall not have less than three (3) hinges
3. The width of all hinges shall be sufficient to clear trim to allow all doors to open 180 degrees.
4. The height of all hinges shall be as follows:
  - a. For doors 36" wide, provide minimum 4 1/2" high hinge.
5. Exterior doors shall have hinges as follows:
  - a. Non-ferrous base metal with stainless steel pin.
  - b. Heavy weight (.180 or .190) four (4) knuckle type
  - c. Non-removable pins
  - d. As otherwise listed in hardware sets
6. All doors with door closers shall have anti-friction bearing hinges.

C.

D. Lock Trim

1. Mortise lock trim shall comply with requirements of ICC/ANS A117.1 – 1998, Accessible and Useable Buildings and Facilities and shall be sectional (lever and rose). Lock trim shall be thru-bolted through the lock case for positive alignment.
2. Levers shall be wrought stainless steel, type 302, with wrought roses.
 

MFG	Design
Corbin Russwin	NSA
Schlange	06C
Yale	AUR

F. Exit Devices

1. Exit devices shall comply with ANSI/BHMA A156.3 requirements for Grade 1 and shall be furnished in the function as specified in the hardware sets. Latch shall be investment cast stainless steel, Pullman type with deadlock feature. Plastic or painted end caps will not be acceptable.
3. Devices shall be push pad type meeting NFPA – 101 means of egress requirements. Push pads extending the full rail length of device will not be acceptable. Heavy weight impact resistant end caps shall be made of architectural metal, the same finish as the device. Plastic end caps will not be acceptable. Except on fire rated doors, equip exit devices with keyed dogging device to hold the push bar down and the latch bolt in a retracted position.
4. Exit devices shall be constructed of smooth architectural metals; brass, bronze or stainless steel, finished as per Paragraph 2.3, aluminum metal devices will not be acceptable. Devices with exposed painted or power coated lock style covers will not be acceptable.



5. Where function of exit device requires a cylinder, provided a conventional type cylinder (Rim or Mortise) as required and keyed as per instructions.
10. Subject to compliance with requirements above, provide products by one of the following:

Exterior	MFG	Series	Series
	Corbin Russwin	ED5200S(A)	ED4200S(A)
	Von Duprin	HS98(F)	35(F)
	Yale	7150(F)	7250(F)

G. Surfaces Closer:

1. All surface closers shall comply with ANSI/BHMA A156.4 requirements for Grade 1 and shall be fully adjustable type, with complete spring power adjustment, sizes 2 – 6, field adjustable according to door size and frequency of use. Closers shall be rack and pinion type and shall have adjustable back check to provide a cushioning effect toward the end of the opening cycle. Separate non-critical valves for adjusting the sweep and latch speeds shall be provided. Back check positioning valve shall be provided on all institutional grade closers.
2. Where closers are indicated provide units with arms having stop mechanism located approximately 2” from arm pivot point to absorb dead stop on arm and hinge shock. Spring stop hold-open arms shall be spring loaded detent mechanism in addition to shock absorber assembly. The hold-open strength shall be adjustable to increase or decrease as conditions require. Arms shall be available in different lengths to correspond with actual door size. Provide parallel or top jamb brackets as indicated in hardware sets. Heavy-duty overhead stops and holders may be provided in lieu of unitized arms.
3. Where closers are indicated to be delayed action, provide units designed with and adjustable delay that holds the door open before the closing cycle begins. Consult Architect/Owner for time of delay.
4. Where closers are indicated for doors required to be accessible to the physically handicapped provide unite complying with ANSI ICC/A117.1 provisions for door opening force and delayed action closing.
5. All closers shall be one (1) manufacturer and shall match in design. Provide full covers with installation and adjusting information on inside cover.
6. Furnish top jamb or parallel arm brackets for all closers opening out. Furnish flush mount transom bracket where no transom bar exists. Furnish top jamb closer and bracket where required by job conditions. Indicate in hardware schedule all doors requiring parallel arm, flush mount or top jamb brackets.
7. Subject to compliance with requirements above, provide products by one of the following:

MFG	Series
Corbin Russwin	DC6200
LCN	4040
Norton	7500

H. Door Trim Units

1. Door trim units shall be of type and design as listed below or in hardware sets.
2. Fabricate protection plates (armor, kick or mop) not more than 1 ½" less than door width on stop side and not more than 1" less than door width on pull side. Height shall be 8" or as listed in hardware sets. Metal plates shall be stainless steel, .050" (US 18ga.) thick.
3. Door trim units shall be type and design as listed in hardware sets.

#### I. Door Stops

In general, doorstops shall be Rockwood 400 series wall stops, either convex or concave with proper anchorage as required. Where two (2) doors interfere with one another, stops shall be Rockwood 455 or 456. Where wall stops are not practical, use dome stops of proper height as required. Where wall or floor stops are not practical, use overhead stops and function as required.

1. Wall mounted or floor mounted holders shall be listed in hardware sets and be automatic type with adjustable holding force. Furnish proper strike as required.
2. Overhead door holders shall be surface or recessed in desired function as listed in hardware sets. Furnish flush mounted transom brackets and intermediate bracket as required. Overhead stops shall be furnished where wall or floor stops are not practical due to construction details as per Paragraph 2.2.

#### J. Thresholds and Weather-strip:

1. As indicated on the drawings and specified herein.

### 2.3 FINISHES

- A. The designations used in hardware sets and elsewhere indicate hardware finishes are to be in industry recognized standard commercial finishes as established by BHMA.

Hinges – Interior	630
Hinges – Exterior	652
Locks	630/626
Push, Pull and Kick Plates	630
Closers	689
Exit Devices	630
Door Stops and Misc	630-626

### 2.4 KEYING

- A. All cylinders shall comply with the requirements of ANS/BHMA Grade 1 and shall have a minimum of 6 pins. All cylinders shall be of the same manufacturer as the locksets.
- B. As directed by the Owner, provide a factory keyed cylinder keyed into the Owner's existing system. This supplier shall meet with the Owner as specified in Part 1 of this Section to finalize all keying requirements.
- C. The key system shall be factory based and supported and all cylinders shall be keyed at the factory. All keyways shall be assigned by the manufacturer's key systems administrator based on the

systems requirements. Furnish the Owner a complete bitting list indicating all bittings generated for this project indexed by key set number and door number.

- D. For Registry Numbers and Keyway Information, please contract LD Price and Associates, Inc. prior to placing orders (contact info detailed below)

LD Price & Associates, Inc.  
407-905-0201  
407-905-4955 fax  
[ldpysg@earthlink.net](mailto:ldpysg@earthlink.net)

- E. All keys shall be nickel silver and shall be factory cut. Furnish the following:

1. 3 change keys per cylinder
2. 5 keys for each keyed alike group
3. 3 master keys for each group
4. 3 grand master keys (if required)

- F. All master keys, key blanks and bitting lists are to ship directly to Leon County locksmith at:  
Leon County Schools Maintenance Department  
150 Progress Drive  
Tallahassee, FL 32304

- G. Furnish all change keys with manufacturer's standard key bow. All keys shall be stamped "DO NOT DUPLICATE" and "PROPERTY OF LEON COUNTY SCHOOLS" on the opposite side. In addition, all change keys shall be stamped with key set number as listed on the approved keying schedule. Master keys shall be stamped as directed by Owner.

### PART 3 – EXECUTION

#### 3.1 EXAMINATION

- A. Examine all doors and frames for compliance requirements for installation
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal storage and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface mounted items until finishes have been completed on substrates involved.
  1. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  2. Drill and countersink units and anchors according to industry standards.

- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".
- C. Other than those door that are restricted to less than 180 degree opening by building or by overhead holders or stops, all hinges and/or closer arms shall be of sufficient size and properly installed to allow full 180 degree opening of doors.
- D. All hardware shall be installed and adjusted at time of installation to meet accessibility guidelines governing the contract document.

### 3.3 FIELD QUALITY CONTROL

- A. After installation has been completed, adjust and check each operating item of hardware and each door, to ensure proper operation and function of every unit. Replace units that cannot be adjusted to operate freely and smoothly as intended.

### 3.4 ADJUSTING AND CLEANING

- A. Whenever hardware installation is made more than one (1) month prior to acceptance or occupancy of a space or area, the hardware supplier shall return to the work during the week prior to acceptance of occupancy and make final check and adjustment of all hardware items in such spaces or area. Clean operating items as necessary to restore proper function, finish or hardware and doors.
- B. Comply with Paragraph 1.7.A by instructing Owner's personnel in recommended maintenance and operations procedure of each mechanical and electrified product.

### 3.5 PROTECTION

- A. All hardware shall be protected from damage of other trades until substantial completion.

## 3.6 HARDWARE SCHEDULE

Set 1 - Exterior Entrance Double Doors

## PAIR TO HAVE:

3 Pr. Butts	BB 1191 4 1/2 X 4 1/2, US32D, NRP
2 Panic Devices	ED5200S X K157, US32D
1 Removable Mullion	707A KM, PC
2 Pulls	BF 157, US32D
2 Closer	DC6210 X A5
1 Threshold	171A
1 Full Set Weatherstripping	305DR
2 Door Sweeps	18062D
2 Kickplate	K1062
2 Ea Silencers	608
1 Threshold	2005

Set 2 - Exterior Entrance Single Door Doors

## DOOR TO HAVE:

1-1/2 Pr. Butts	BB 1191 4 1/2 X 4 1/2, US32D, NRP
1 Panic Device	ED5200S X K157, US32D
1 Pull	BF 157, US32D
1 Closer	DC6210 X A5
1 Full Set Weatherstripping	305DR
1 Door Sweeps	18062D
1 Kickplate	K1062
3 Ea Silencers	608
1 Threshold	2005

END OF SECTION 08710

## SECTION 08801 - GENERAL GLAZING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Glazing of hollow metal doors, transoms and lites.
- B. Related Sections include the following:
  - 1. Division 8 Section "Sliding Automatic Doors" for insulated glazing provided in that section.
  - 2. Division 8 Section "Hollow Metal Doors and Frames" for installation of glazing products specified in this section. ."

## 1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: GANA'S "Glazing Manual."
  - 2. SIGMA Publications: SIGMA TM-3000, "Vertical Glazing Guidelines."

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

## 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F (4.4 deg C).

## 1.6 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS AND MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in schedules at the end of Part 3.

### 2.2 INSULATED GLASS UNIT

- A. Insulating-Glass Units: As specified in Section 084229 SLIDING AUTOMATIC DOORS.

### 2.3 ELASTOMERIC GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
  - 1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- B. Elastomeric Glazing Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied.

### 2.4 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep system.
  - 3. Minimum required face or edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.



- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

#### 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

#### 3.5 PROTECTION AND CLEANING

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

END OF SECTION 088001

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Division 09 - Finishes

## SECTION 09912 - PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
  - 1. Exposed interior items and surfaces.
  - 3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

## 1.4 SUBMITTALS

- A. Product Data: For each paint system specified.

## 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products in the paint schedule or notes on the Drawings.
- B. Basis of Design: Sherwin-Williams
- C. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:
  - 1. Devoe & Raynolds Co. (Devoe).
  - 2. Fuller-O'Brien Paints (Fuller).
  - 3. Glidden Co. (The) (Glidden).
  - 4. Benjamin Moore & Co. (Moore).
  - 5. PPG Industries, Inc. (PPG).
  - 6. Pratt & Lambert, Inc. (P & L).
  - 7. Sherwin-Williams Co. (S-W).

### 2.2 PAINT MATERIALS, GENERAL

- A. **Material Compatibility:** Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. **Material Quality:** Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
  - 1. **Proprietary Names:** Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. **Colors:**
  - 1. Match existing components in the same building.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. **Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.**
  - 1. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
  - 2. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 3. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

### 3.2 PREPARATION

- A. **General:** Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. **Cleaning:** Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. **Surface Preparation:** Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
  2. Cementitious Materials: Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
    - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
    - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
  4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances.
    - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
  - 5.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  2. Provide finish coats that are compatible with primers used. Omit primer for painting of existing surfaces.
  3. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer on metal surfaces that have been shop primed and touchup painted.
3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

### 3.4 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.



1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

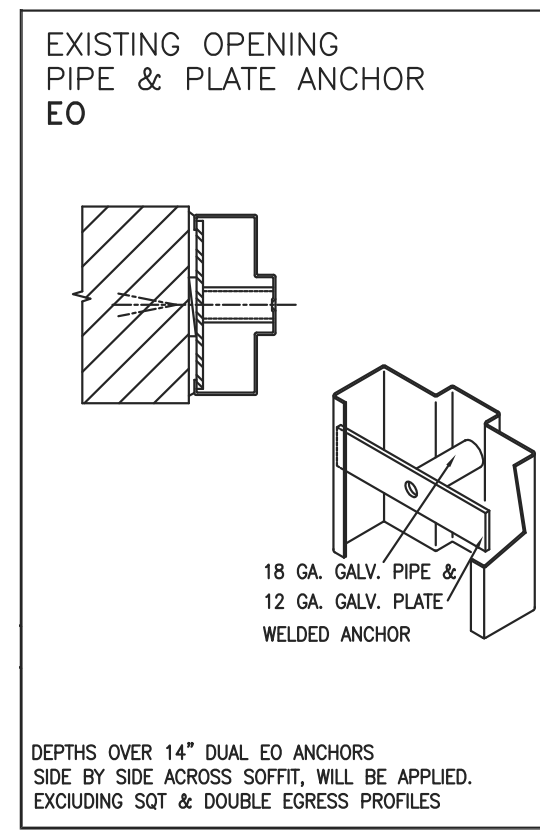
### 3.7 PAINT SCHEDULE

- A. **PS-2** Concrete Masonry Units: Touch-up paint to match existing adjacent surface.
- B. **PS-3** Ferrous Metal, Semi-gloss: Provide the following finish systems over ferrous metal:
  1. Semigloss, Alkyd-Enamel Finish: One finish coat over an enamel undercoater and a primer.
    - a. Factory Applied Primer for Doors and Frames:
      - 1) Galvanized primer as recommended by top coat manufacturer
      - 2) For ferrous metals, provide quick-drying, rust-inhibitive, alkyd-based as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (0.038 mm).
 

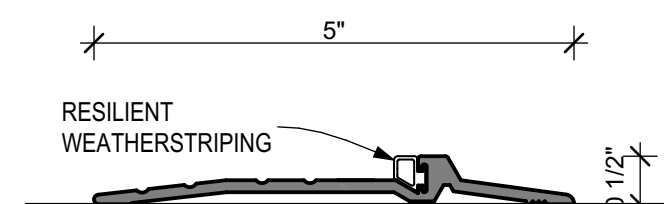
a) Devoe:	13101 Mirrolac Rust Penetrating Metal Primer.
b) Fuller:	621-04 Blox-Rust Alkyd Metal Primer.
c) Glidden:	5207 Glid-Guard Tank & Structural Primer, White.
d) Moore:	IronClad Retardo Rust-Inhibitive Paint #163.
e) PPG:	6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
f) P & L:	S 4551 Tech-Gard High Performance Rust Inhibitor Primer.
g) S-W:	Kem Kromik Metal Primer B50N2/B50W1.
    - b. Undercoat: Alkyd, interior enamel undercoat or semigloss, interior, alkyd-enamel finish coat, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      - 1) Devoe: 26XX Velour Interior Alkyd Semi-Gloss Enamel.
      - 2) Fuller: 220-07 Interior Alkyd Enamel Undercoat.
      - 3) Glidden: UH 8400 Ultra Traditional Alkyd Semi-Gloss Enamel.
      - 4) Moore: Moore's Alkyd Enamel Underbody #217.
      - 5) PPG: 6-6 Speedhide Interior Quick-Drying Enamel Undercoater.
      - 6) P & L: S/D 1011 Suprime "11" Interior Alkyd Wood Primer.
      - 7) S-W: ProMar 200 Interior Alkyd Semi-Gloss Enamel B34W200.
    - c. Finish Coat: Odorless, semigloss, alkyd, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.4 mils (0.036 mm).

- 1) Devoe: 26XX Velour Interior Alkyd Semi-Gloss Enamel.
- 2) Fuller: 110-XX Fullerglo Alkyd Semi-Gloss Enamel.
- 3) Glidden: UH 8400 Ultra Traditional Alkyd Semi-Gloss Enamel.
- 4) Moore: Satin Impervo #235.
- 5) PPG: 27 Line Wallhide Low Odor Interior Enamel Wall and Trim Semi-Gloss Oil.
- 6) P & L: S/D 5700 Cellu-Tone Alkyd Satin Enamel.
- 7) S-W: Classic 99 Interior/Exterior Semi-Gloss Alkyd Enamel A-40 Series.

END OF SECTION 09912

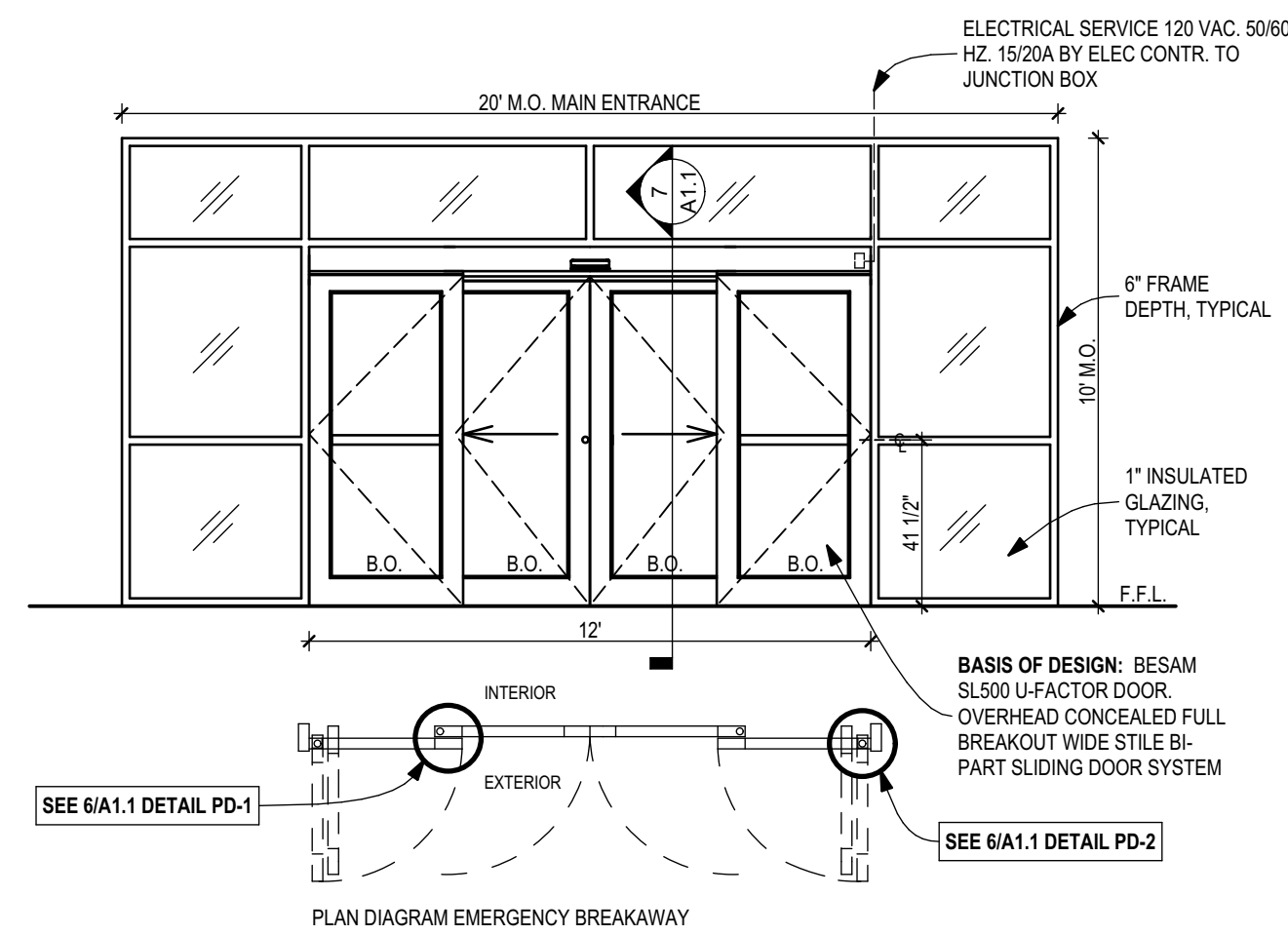


**9 Door Frame Anchor**  
NOT TO SCALE

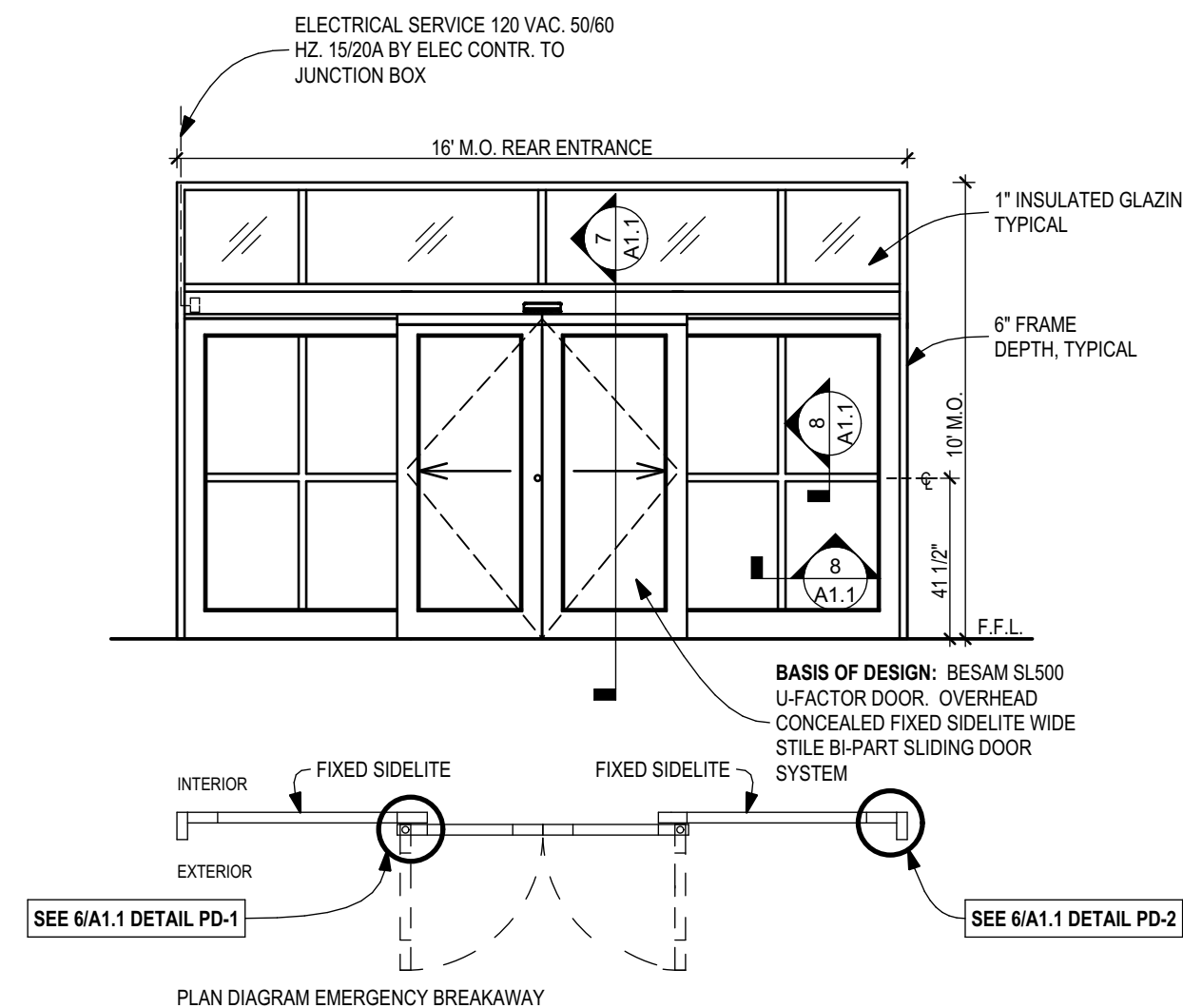


**S1 Basis of Design: PEMKO 2005**

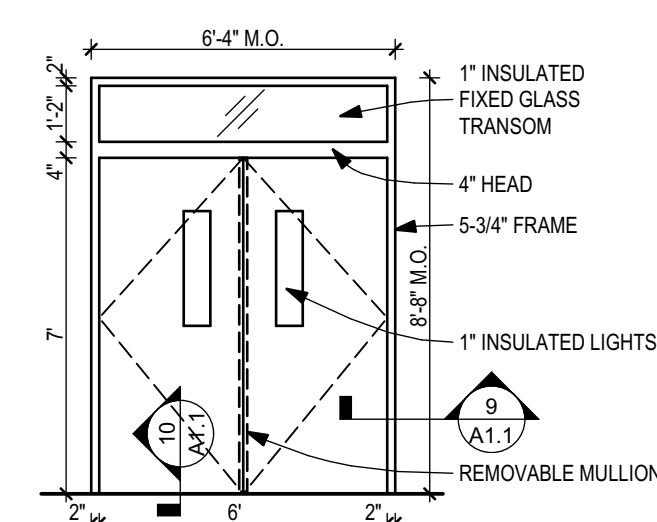
**10 Exterior Threshold**  
SCALE: 6" = 1'-0"



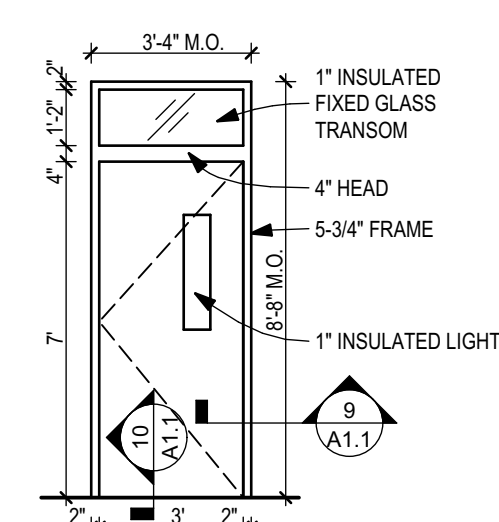
**2 Door Elevation - Main Entrance**  
SCALE: 1/4" = 1'-0"



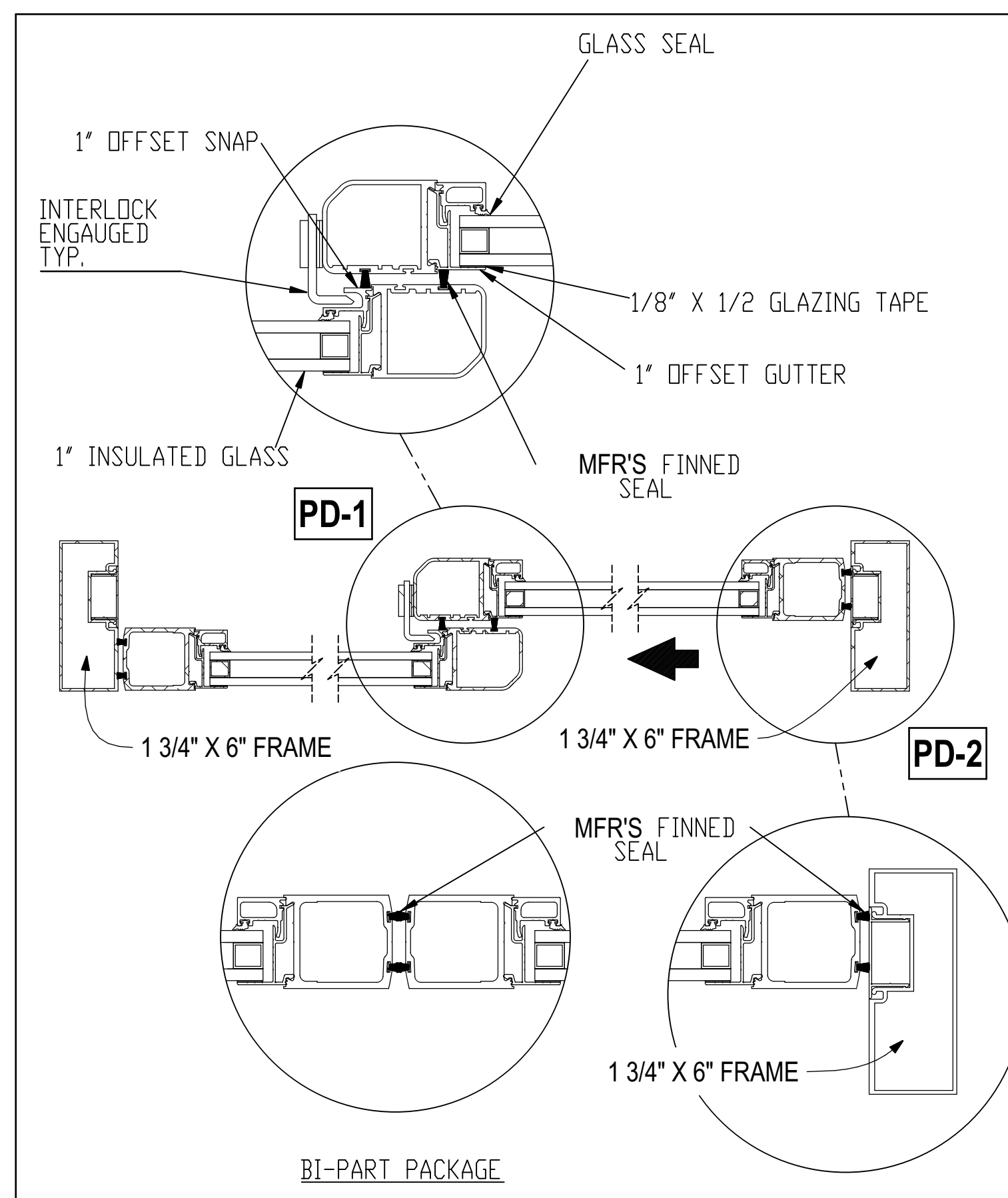
**3 Door Elevation - Rear Entrance**  
SCALE: 1/4" = 1'-0"



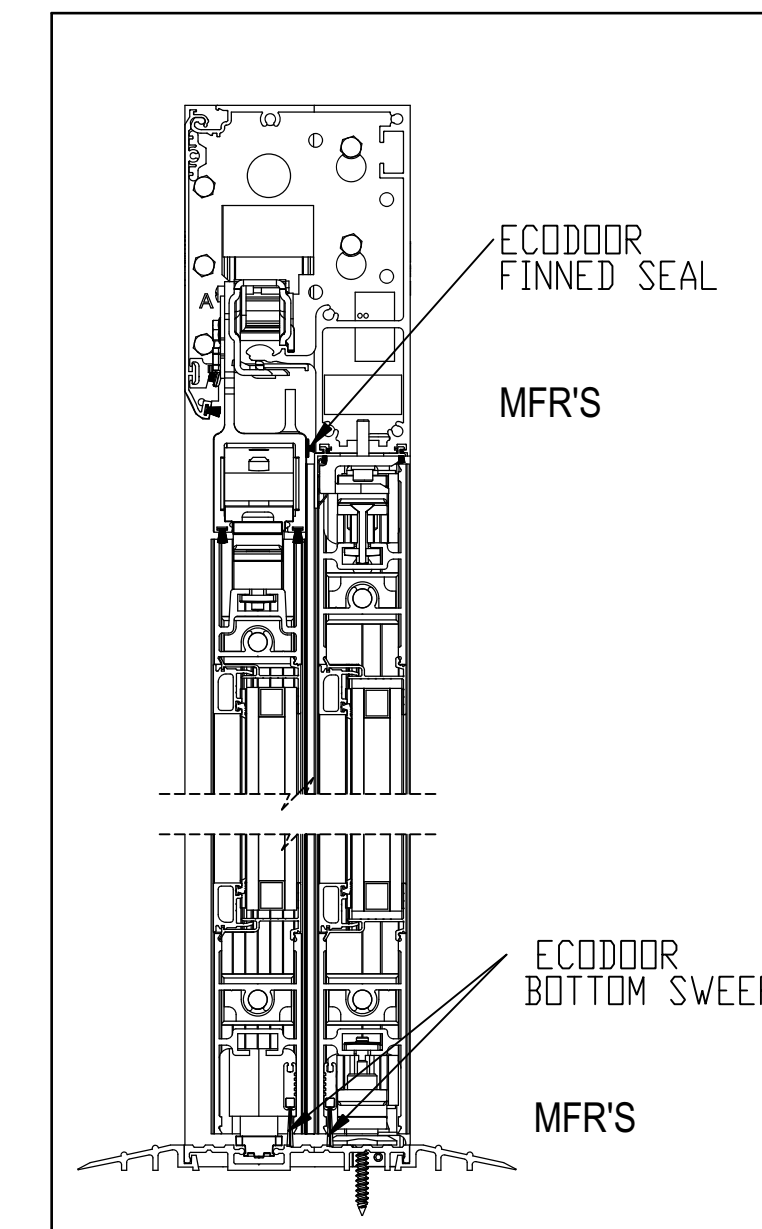
**4 Pair HM Doors & Frame**  
SCALE: 1/4" = 1'-0"



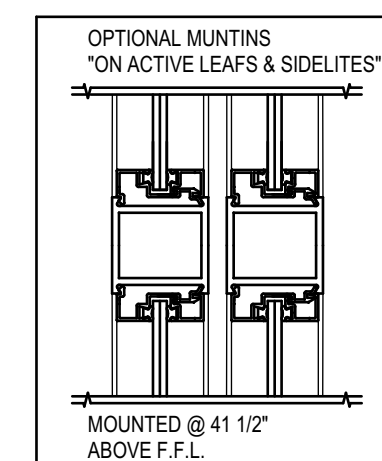
**5 Single HM Door & Frame**  
SCALE: 1/4" = 1'-0"



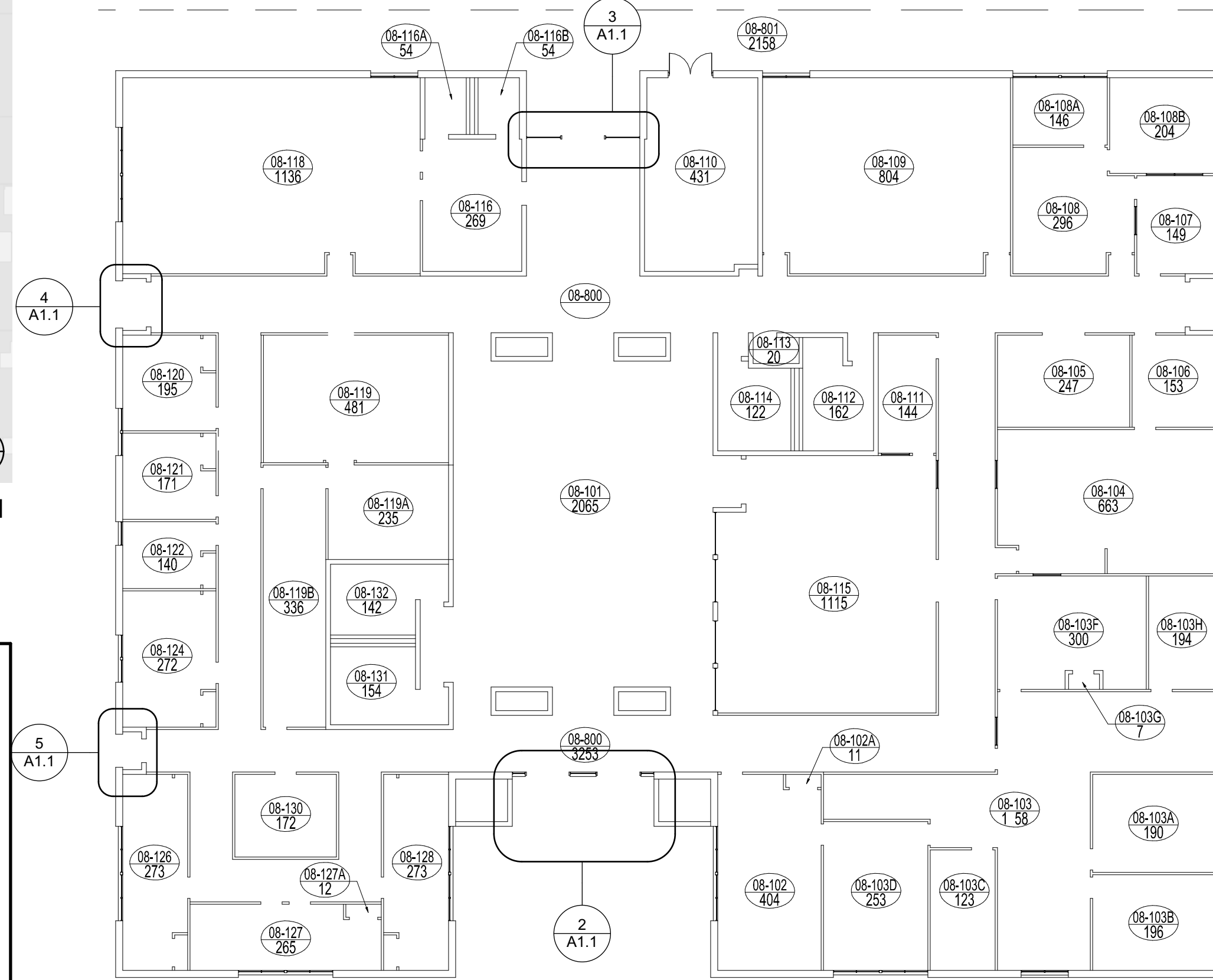
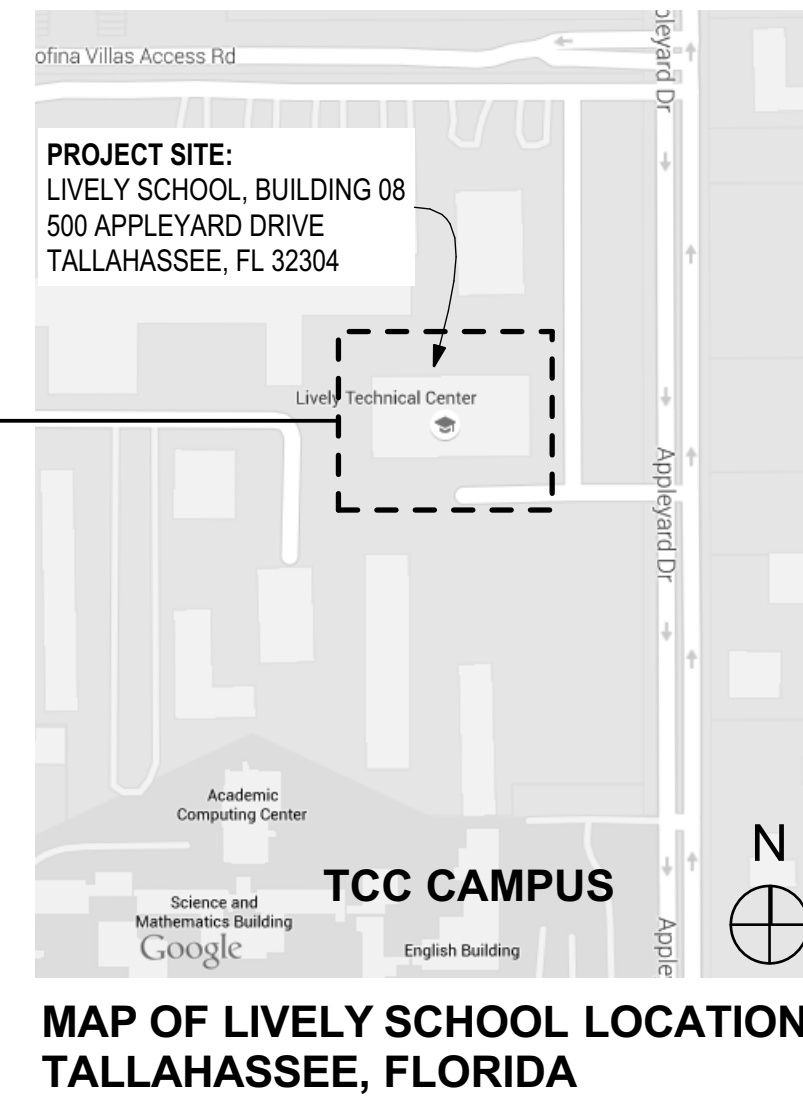
**6 Insulated Door Assembly**  
NOT TO SCALE



**7 Insulated Door Assembly**  
NOT TO SCALE



**8 Muntin Detail**  
NOT TO SCALE



**CODE CRITERIA**

- All Construction shall be in accordance with the Florida Building Code (FBC) 2014 and the National Electric Code (NEC) 2014.
- Components shall be listed with the Florida Product Approval system.
- Structural Loads for Exterior Cladding and Components:
  - Wind Loads: Engineered in accordance with FBC 1609 and ASCE 7.
    - Ultimate Design Wind Speed: 130 mph
    - Exposure Category B.
    - Load: minus 40 psf, plus 40 psf.

**DEMOLITION NOTES**

- Remove existing aluminum storefront and entrances and hollow metal doors, frames and hardware. Salvage lockset hardware and door lock cylinders for the Owner.
- Dimensions indicated for existing openings on the drawings are nominal and may vary. Field verify existing conditions and openings prior to preparing shop drawings and ordering fabricated components.

**CONSTRUCTION NOTES**

- Install all new components in existing openings.

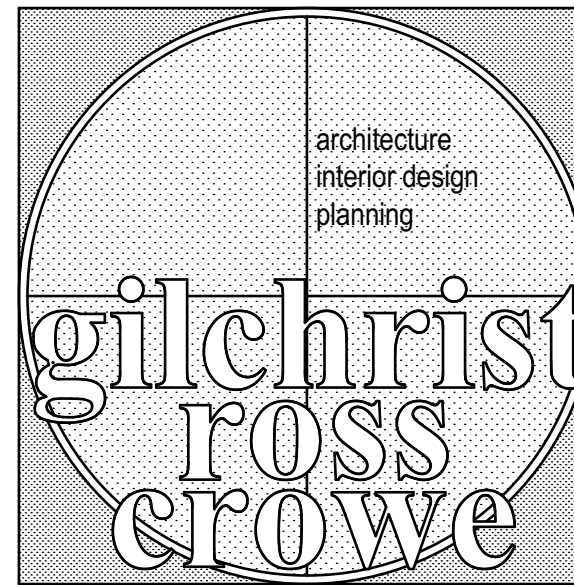
**ELECTRICAL SERVICE FOR AUTOMATIC DOORS**

- There are no electrical plans or specifications provided in the Contract Documents. Bidding Electricians shall visit the site and satisfy themselves on the extent of electrical work necessary prior to submitting a bid.
- The General Contractor shall secure and pay for the services of an Electrician to perform the work.
- The Electrician shall coordinate with the Automatic Door Vendor/Contractor for a complete and operational installation.
- Power supply shall be installed on the interior walls above the ceiling.
- Electrical raceway and cabling shall be routed concealed in the aluminum frames.
- Electrician shall provide power from closest available non-emergency circuit to the door operators.

**Lively Building 08 Door Replacement For Leon County Schools**

500 Appleyard Drive  
Tallahassee  
Florida 32304

GRC Project Number 15195A



**architects**

413 ALL SAINTS STREET TALLAHASSEE, FLORIDA 32301  
(850) 222-8100 www.architects-gca.com

DRAWING NAME  
**Floor Plan, Door Elevations & Details**

SHEET  
**A1.1**

Tuesday, August 04, 2015