

ADVERTISEMENT FOR BIDS

South Woods Elementary School Classroom Expansion ITB2024-024

Sealed bids will be received by the **St. Johns County School Board** for the construction of **South Woods Elementary School Classroom Expansion** located in the south portion of **St. Johns County, Florida**.

Work includes **General, Site, Mechanical, Plumbing and Electrical Construction**.

All bids (**to include an original and one copy**) must be sealed and clearly marked on the outside "**South Woods Elementary School Classroom Expansion, ITB2024-024**".

Bids will be received in the office of the **St. Johns County School District, Facilities and Operations Office, 3740 International Golf Parkway, Suite 200, (adjacent to Mill Creek Academy) St. Augustine, Florida 32092** until **1:00pm** prevailing local time, **Monday, August 26, 2024**. Bids received after that time will not be accepted. The bids will then be opened publicly and read aloud. The successful bidder must be pre-qualified with St. Johns County School District prior to award of any contract. For more information on pre-qualification contact Dennis Ramharry, Facilities Specialist, St. Johns County School District (904)547-8157.

A mandatory Pre-Bid Conference will be held on Tuesday, July 30, 2024, at 1:00 PM at South Woods Elementary School, 4750 State Road 206 West, Elkton, FL 32033. This will be the only site visit for this project.

All notices relative to this bid, including but not limited to initial release, addenda, letters of intent and awards will be posted on DemandStar, www.demandstar.com

Full sets of drawings and specifications may be obtained from **LDI Reproprinting Centers** at <http://www.ldiline.com> Printed copies are available for a non-refundable fee of \$595 per set, or can be downloaded from the website for \$250 per set. Shipping will be at the bidder's expense. All plan holders must maintain registered plan holder status through **LDI Reproprinting Centers**. Only registered plan holders will receive addenda or other official notifications by email.

All questions concerning the project shall be submitted, in writing, to the Design Consultant, **Schenkel & Shultz, Inc.** This office is the only point where information will be disseminated. **All questions must be received by 5:00pm on Thursday, August 22, 2024. Final Addendum will be issued Wednesday, August 28, 2024.** Send all questions by email to **Patrick Rauch**, at prauch@schinkelshultz.com

Bid Security in the amount of five percent (5%) of the total bid must accompany each bid in accordance with the Instruction to Bidders. No bid may be withdrawn for a period of forty-five days after the opening thereof.

The successful bidder will be required to furnish and record in the official records of the county in which the project is located a 100% Performance Bond and a 100% Labor and Material Payment Bond in the form identified herein.

The **St. Johns County School Board** reserves the right to reject any and all bids, waive informalities and minor irregularities in bidding and to accept bids which are considered to be in the best interest of the System.

Note: Certain rights are granted to you under Florida Law, and we are required by that law to notify you

that if you are going to file a protest that, "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

SECTION A
INFORMATION FOR BIDDERS

A-1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by the Owner and/or Design Consultant and will be opened and read at the times and places set forth in the Advertisement for Bids. Bidders, or their representative, and other interested persons may be present at the opening of proposals.
- B. The envelopes containing the Bids (**to include an original and one copy**) must be sealed and addressed to **St. Johns County School Board ("Owner"), Facilities and Operations Office, 3740 International Golf Parkway, Suite 200, St. Augustine, Florida 32092**, and marked on the outside of the envelope "**South Woods Elementary School Classroom Expansion, Bid #ITB2024--024**" with the name of the Bidder and his **Florida** Contractor's Registration or Certification Number.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

A-2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Form of Proposal, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the Contract.
- B. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner, the Construction Program Manager nor the Design Consultant shall have any responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

A-3. DEFINITIONS:

A. THE BID:

A Bid is a complete and properly signed Bid to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from

which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A-4. QUALIFICATION OF BIDDER:

- A. The Successful Bidder shall perform at least fifteen percent (15%) of the work with forces that are in the direct employment of the Contractor's organization. Prior to the signing of the Contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the Project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents. Contractor shall complete and deliver to the Owner, Design Consultant and/or Construction Program Manager a Bidder's Qualification Statement and audited financial statements for the current and past year, as set forth in the Contract Documents, prior to Contract award. This information will be relied upon and investigated by Owner in determining whether Bidder is the best, responsible and most qualified Bidder.
- C. Bidders, whether residents or nonresidents of Florida, will be required to provide evidence of proper licensure before their Bids will be considered. Such evidence should be in the form of copies of their Florida license which authorizes Bidder to perform the work.
- D. The Owner, Design Consultant and/or the Construction Program Manager will consider, in determining the qualifications of a Bidder, its record in the performance of any Contracts for construction work into which it may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the Bid of any Bidder if such record discloses that such Bidder, in the sole and exclusive opinion of the Owner, is not the best or most responsible and qualified Bidder or that Bidder has not properly performed some or all of its Contracts or has habitually and without good cause neglected the payment of bills, or has otherwise disregarded his obligations to Subcontractors, material men, suppliers or employees.
- E. The Owner, Design Consultant and/or the Construction Program Manager may make such investigation as they deem necessary to determine the responsibility, qualifications and ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner, Design Consultant and/or the Construction Program Manager all such information and data for this purpose as they may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein. The ability to secure payment and performance bonds for the Work shall not be conclusive evidence of Bidder's financial responsibility. Conditional Bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

- A. Each Bidder by submitting his Bid understands Owner is relying upon the Bid and the representations contained therein in awarding the Contract and represents that:
1. He has read and understands that Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
 2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with the Contract Documents, and has correlated his observations with the requirements of the proposed Contract Documents;
 3. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
 4. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather or access problems indigenous to the Project Site, in his estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.
 5. Bidder and all persons, firms or entities working by, through or under his general Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lunsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the Owner. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the Owner, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the Owner's implementation requirements. Bidder hereby certifies that it and its Subcontractors, materialmen and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and Owner's implementation requirements at all times during the performance of the work and that such compliance will be at Bidder's sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or Owner's implementation requirements to Owner, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and Owner's implementation requirements upon discovery of non-compliance and to report such non-compliance to the Owner.

- B. He agrees that upon receipt of the Notice of Acceptance of his Bid, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Contract Documents.
- C. He agrees to execute the formal Contract within ten (10) days from the date of Notice of Award of the Contract, and in case he fails or neglects to appear within the specified time to execute the Contract, Bidder will be considered as having abandoned the Contract, and the entire Bid Security accompanying its Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- D. Contractor shall submit a complete list of all Subcontractors to Owner immediately upon notice of apparent low Bidder status and prior to award of the Contract. Owner shall consider such matters as it deems fit as to each Subcontractor and how, if at all, it impacts on Contractor's responsibility, fitness or ability to perform this Contract and on Bidder's overall responsibility. In addition, Contractor shall submit for approval its as-planned schedule pursuant to the requirements of Article 4 of the General Conditions.

A-6. BID SECURITY:

- A. Each Bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Owner, or (3) a Bidder's bond on the Bid Bond Form provided herein in an amount not less than 5% of his Bid. For purposes of this provision, the amount of the Bid shall be the Base Bid plus all positive amount Alternates. The Bidders bond shall be issued by a surety company licensed to conduct business in **Florida**, which is on the approved U.S. Treasury List, which obtained an 'A' rating by the latest Best Insurance Guide and which is otherwise acceptable to the Owner.
- B. Said Bid security is given as a guarantee that the Bidder will enter into a Contract if awarded the work and, in the case of refusal or failure to so enter into said Contract, the entire security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of Bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of his Bid, within forty-five (45) days of the Bid opening, the Bidder may withdraw his Bid and request the return of his Bid security. If, at the Owner's, Design Consultant's or Construction Program Manager's request, the Bidder agrees to extend and maintain his Bid beyond the specified 45 days, his Bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Owner may accept up to 45 days from Bid opening. Bidder further acknowledges that it shall not be entitled to any extension of the Contract Time or an increase in the Contract sum, as a result of Owner's election to utilize all or a part of this 45 day period to evaluate the Bids or Alternate Bids.

A-7. LIQUIDATED DAMAGES:

The Successful Bidder, upon his failure or refusal to execute the Contract within ten (10) days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner the entire security deposited with his Bid, as liquidated damages for such failure or refusal.

A-8. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each Bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each Bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor. The School District will be closed for two weeks during Christmas Breal & inspections will be performed on a limited basis. SJCS D will be working 4, 10-hour days during the school summer break. There will be testing in the school and heavy noise will be restricted from February to May for about an hour. Tank relocation in the water treatment plant must be done during the Christmas break. This work must be coordinated with the treatment plant contractor and must be completed the same day.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the
- C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the Work of the

A-9. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-Bidders shall promptly notify the Design Consultant, prior to submission of their Bid, of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other Contract Documents will be made to any Bidder orally, nor may Bidder rely on any such pre-Bid statements in completing his Bid.
- B. Every request for such interpretation should be in writing addressed to the **Design Consultant, SchenkelShultz Architecture_ at 200 E Robinson Street Suite 300, Orlando, FL 32801_or email at prauch@schenkelshultz.com_.**
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of Bids. Neither the Design Consultant, nor the Construction Program Manager nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

A-10. SECURITY FOR FAITHFUL PERFORMANCE:

The Successful Bidder shall furnish and record in the official records of the county where the Project is located a Performance Bond in an amount equal to one hundred⁷

(100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. Both the Performance Bond and Labor and Material Payment Bond shall utilize the AIA forms A312, Performance Bond and A312, Payment Bond and shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an 'A' rating with Best Insurance Guide, and are otherwise acceptable to the Owner. The Performance Bond and the Labor and Material Payment Bond shall be in separate instruments, shall be recorded in the records of St. Johns County, FL and shall be delivered to the Owner not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed and delivered to Owner.

A-11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

The time for completion of this Contract and liquidated damage for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement.

A-12. LOCATION OF WORK:

The site of the proposed work is on property provided by the Owner, public streets, easements and/or other right-of-ways, as shown on the drawings.

A-13. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions.

A-14. BIDDERS REFERRED TO LAWS:

- A. The attention of Bidders is called to the provisions of all Federal, Municipal, County and State laws, regulations, ordinances and resolutions, including but not limited to, (the Human Rights Ordinance; the Equal Opportunity, Small and Minority Business Enterprises and the Construction Safety Resolutions; Chapter 6A-2 FAC; Florida Statute 553, The Trench Safety Act, Americans with Disabilities Act, SREF 1997); as well as laws, regulations, ordinance resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contract.
- B. The provisions of this Contract shall be interpreted in accordance with the laws of **Florida** and in accordance with the laws, ordinances, regulations, permits and resolutions of **St. Johns County**, if applicable.

A-15. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal. Owner reserves the right to direct purchase materials at Contractor's negotiated prices with materialmen and thereby generate a tax savings to itself.

A-16. RIGHT TO REJECT BIDS:

The Owner expressly reserves the right to reject any or all Bids, to waive any informalities or minor irregularities in the Bids received, and to accept that Bid which in its judgment, best serves the interest of the Owner. Owner hereby retains full discretion to determine the responsiveness of the Bid and Bidder's responsibility, character, fitness and experience to perform the Work.

A-17. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, device, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Any Bidder, in such cases, may, with Owner approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant, the Construction Program Manager and Owner is equal to that specified considering quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project. Approval by the Owner prior to Bid opening will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional makes or brands are equivalent to those specified. Bidders are required to submit any substitution requests minimum of 10 days prior to bid opening date.
- B. The Bidder may request approval for substitutions after award of the Contract in accordance with the provisions of Article **4.15** of the Contract General Conditions.

A-18. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids shall be submitted utilizing the Form of Proposal as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each Bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the Bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the Bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification or rejection of the Bid.
- B. For Unit Price Bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total Bid amount, the unit prices shall govern. For Lump Sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any conditions, restatement or qualifications of work to be done, and Alternate Bids will not be considered unless called for. No oral Bids or modifications will be considered.

A-19. MODIFICATION OR WITHDRAWAL OF BID:

- A. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by

telegrams; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

- B. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- C. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

A-20. DETAILED BID BREAKDOWN:

If the Owner, Design Consultant or the Construction Program Manager directs, the Bidder shall provide a detailed breakdown and internal job cost estimate of his Bid acceptable to the Owner, Design Consultant or the Construction Program Manager. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the Bid proposal or, if after Contract award, may be deemed a default or breach of the Contract.

A-21. AWARD OF CONTRACT:

The Contract will be awarded to the lowest responsive and responsible Bidder, who's Bid is considered to be in the best interest of the Owner. This determination will be in the sole discretion of the Owner and based upon the character, fitness, experience, history and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the unit prices set forth in the form of Bid, if work is Bid on a unit price basis, or the aggregate amount of the Base Bid, plus any Alternates selected by the Owner.
- B. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria may be considered:
 - 1. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required;
 - 2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - 4. The Bidder's quality of performance on previous Contracts or services. For example the following information will be considered:

- a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other Projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other Projects,
 - d. The Bidder's record for completion of the work within the contract time or within contract milestones and Bidders compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Owner, the Construction Program Manager or the Design Consultant and other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts was in accordance with the contract documents on those projects;
5. The previous and existing compliance by the Bidder with laws and ordinances relating to the contracts or services;
 6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 7. The quality, availability and adaptability of the goods or services to the particular use required;
 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the Contract;
 9. Whether the Bidder has or is allegedly failing to perform its obligations on any other projects, is in arrears on any of its financial obligations, has required the assistance of its Surety on any other projects to pay its obligations to others or perform the work on those projects, including warranty repairs;
 10. Such other information as may be secured by the Owner or the Construction Program Manager having a bearing on the decision to award the Contract, which may include, but not be limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from Bidding by any other public or private Owner or found ineligible for Bidding on any other Projects.
 - c. Bidder's litigation history and reputation with other owners for whom Bidder has previously worked.
 - d. Bidder's Public Entity crime statement, which must be returned with the Bid or which may form the basis for Bid rejection.

e. Whether Bidder's Contract on other Projects have ever been terminated.

- D. The purpose of the above is to enable the Owner to select the Bid which is in the best interests of the Owner. The ability of the low Bidder to provide the required bonds will not sufficiently demonstrate the responsibility of the Bidder.
- E. The Owner reserves the right to defer award of this Contract for a period of forty-five (45) days after the due date of Bids. During this period time, the Bidder shall guarantee the prices quoted in his Bid. No increase in the Contract Time or Contract Price shall be awarded to Bidder as a result of the Owner's use of some or all of the time allocated to it herein for its award decisions on either the Base Bid or Bid Alternates.

A-22 INFORMATION AVAILABLE TO BIDDERS:

- A. Subsurface Investigation Information: Any attached Subsurface Investigation Report is not a part of the construction Contract Documents and is enclosed within this document for informational use only.
 - 1. Any enclosed report and Log of Borings, and any interpolations of conditions between test borings is not a warrant or guarantee by the Owner, Construction Program Manager, Design Consultant or geotechnical project consultant of subsurface conditions.
 - 2. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to Bidding, Bidders may make their own subsurface investigations to satisfy themselves as to the site and subsurface conditions, but such subsurface investigations shall be performed only under the time schedules and arrangements approved in advance by the Owner.
 - 3. Structural design has been based on the assumption that existing soils are clean, sandy soils, free from organic material, which can be compacted and will achieve the densities specified in the earthwork section. It shall be the Contractor's responsibility to determine for himself existing site and/or soil conditions and to include any additional costs of inferior soils in its Base Bid price for the completion of the Work.

A-23 DISPUTES:

Notice of Protest. Any person who is adversely affected by the decision of the School Board or intended decision shall file, with the Board, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of the Board decision or intended decision. Such person shall file a formal written protest within ten (10) days after filing the initial notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals. Protests will be processed in accordance with School Board Rule 8.271.

END OF SECTION A
INFORMATION FOR BIDDERS

SECTION B
FORM OF PROPOSAL

Contract for **St. Johns County School Board**
South Woods Elementary School Classroom Expansion

TO: **St. Johns County School Board**
Office of the Executive Director
for Facilities and Operations
3740 International Golf Parkway, Suite 200
St. Augustine, Florida 32092

FROM: Bidder _____

Address _____

City _____ State _____ Zip _____

1. BASE BID PROPOSAL:

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding and Contract Documents prepared by: SchenkelShultz Architecture and titled: **__South Woods Elementary School Classroom Expansion.**

dated June 14th 2024, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding and Contract Documents for the lump sum consideration of:

_____ Dollars

(\$ _____), said amount being hereinafter referred to as the Base Bid

or Base Bid Proposal.

2. ALTERNATES:

The undersigned proposes to perform Alternates for stated resulting additions to or deductions from the Base Bid. Additions and deductions shall include any modifications of work or additional work that undersigned may be required to perform by reason of the acceptance of any Alternate.

ALTERNATE NO. 1:

_____. Adjust Base Bid by ADDING _____ Dollars (\$_____).

ALTERNATE NO. 2:

_____. Adjust Base Bid by ADDING _____ Dollars (\$_____).

ALTERNATE NO. 3:

_____. Adjust Base Bid by ADDING _____ Dollars (\$_____).

ALTERNATE NO. 4:

_____. Adjust Base Bid by ADDING _____ Dollars (\$_____).

ALTERNATE NO. 5:

_____. Adjust Base Bid by DEDUCTING _____ Dollars (\$_____).

ALTERNATE NO. 6:

_____. Adjust Base Bid by ADDING _____ Dollars (\$_____).

ALLOWANCES:

Check box below to acknowledge inclusion of allowance in the base bid.

- ALLOWANCE NO. 1: Included an allowance of \$100,000 for General Construction.

3. ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. TRENCH SAFETY ACT ACKNOWLEDGEMENT

If this Project involves trench excavations which will exceed a depth of five feet, pursuant to Chapter 90-96, Laws of Florida, as amended, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

Trench Safety Measure	Units of Measure (LF.SY)	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

Failure to complete the above may result in the Bid being declared non-responsive.

5. BID SECURITY:

Bid security in the amount of five (5) percent of the Base Bid is attached, without endorsement, in the sum of _____ Dollars (\$_____), which will be forfeited in its entirety and is to become the property of the Owner in the event the Contract and Performance and Labor and Material Payment Bonds are not executed within the time set forth in the Contract Documents, as liquidated damages for the delay and additional work caused the Owner.

6. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all terms of the Bid Solicitation.
7. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this proposal or the Contract that may be entered into as a result of the Proposal and that in all respects the proposal is legal and firm, submitted in good faith without collusion or fraud.
8. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the Contract to Bidder and/or in the prosecution by Bidder of the work required. Bidder and all persons, firms or entities working by, through or under his general Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lunsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the Owner. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the Owner, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the Owner's implementation requirements. Bidder hereby certifies that it and its Subcontractors, materialmen and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and Owner's implementation requirements at all times during the performance of the work and that such compliance will be at Bidder's sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or Owner's implementation requirements to Owner, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and Owner's implementation requirements upon discovery of non-compliance and to report such non-compliance to the Owner.
9. The following information is provided pursuant to the Contract Documents:
 - a. Legal Name of Firm:

.1 If Firm is a corporation, state that corporation is organized under the laws of the State of _____ . Please affix corporate seal to this Form of Bid.

.2 If Firm is a partnership, state names of partners:

.3 If Firm is an individual using a trade name, state name of individual:

b. Contractor Registration Number: _____

Respectfully submitted, this

_____ day of _____, 20_____

(Signature)

(Name Typed)

(Title)

(SEAL IF BIDDER IS A CORPORATION)

End of Form of Proposal

Enclosure

1. Bid Bond
2. Public Entity Crimes Form
3. Jessica Lunsford Act Acknowledgement
4. Certification Regarding Debarment
5. Drug Free Workplace Certification
6. E-Verify Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____,
of _____

_____, hereinafter called the Principal, and
_____, (Surety), a corporation

organized and existing under the Laws of the State of _____, and authorized to transact
business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto the
St. Johns County School Board (Owner), hereinafter called Obligee, in the Penal sum of five percent (5%)
of the amount Bid, good and lawful money of the United States of America, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a Bid to the Obligee on a Contract for the construction of:

_____ South Woods Elementary School Classroom Expansion _____

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds
as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for
the faithful performance of such construction for the prompt payment of labor and material furnished in
the prosecution thereof, then this obligation shall be null and void; otherwise this Bid is to remain in full
force and effect for the payment to Obligee of the stated penal sum hereof which shall be forfeited to
Owner/Obligee in its entirety as liquidated damages for Principal's failure to execute any such Contract
and/or to provide the required payment and performance bonds as required by the Contract Documents.

In witness whereof, we have hereunto set our signatures and seal this _____ day of
_____, 20_____, all pursuant to due authorization.

Principal (Seal)

***** Insert Public Entity Crimes Form *****

***** Insert Jessica Lunsford Act Acknowledgement Form *****

***** Insert Certification Regarding Debarment Form *****

***** Insert Drug Free Workplace Certification Form *****

***** Insert E-Verify SJCSD Form *****

END OF SECTION B
FORM OF PROPOSAL

SECTION C

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, in four (4) copies, made this (_____) day of (_____), (_____), by and between the **St. Johns County School Board** (herein referred to as the "Owner"), whose mailing address is **Executive Director for Facilities & Operations, 40 Orange Street, St. Augustine, Florida 32084** and (_____) (herein referred to as the "Contractor"), whose mailing address is (_____). All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the construction of **South Woods Elementary School Classroom Expansion**, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction on the Project in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein.

Article 2

STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents, including the provision of all required warranties and related warranty services.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as

may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

3.1 The Design Consultant (as defined in the General Conditions) shall be SchenkelShultz Architecture whose address is 200 E Robinson Street Suite 300 Orlando FL provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.

4.2 Time is of the essence. The Contractor shall achieve Substantial Completion, as defined in the General Conditions, by the date of 10/31/2025. This time period from Notice to Proceed until this date shall be designated the Contract Time.

4.3 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

<u>Activity</u>	<u>Date</u>
A. Award of Contract	<u>9/24/2024</u>
B. Notice to Proceed (Upon completion and submission of all required documents)	<u>9/30/2024</u>
C. Substantial Completion (Beneficial Occupancy of the entire Project)	<u>10/31/2025</u>
D. Final Completion	<u>12/01/2025</u>

4.4 Should the Contractor fail to substantially complete the Work on or before the date stipulated as a Milestone Date in Article 4.3 above, or for Substantial Completion (or such later date as may result from a written extension of time granted by the Owner), he shall pay the Owner, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day that

terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor.

4.5 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of \$ 1,000.00. This amount is the minimum measure of damages the Owner will sustain as a failure of the Contractor to complete all remedial work, correct deficient work, clean up the Project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and represents compensation for additional costs the Owner could incur or suffer caused by on-going construction while school may or may not be in progress. Such costs include, but are not limited to, additional security and safety measures for students, employee overtime, split shift for school, additional busing, meals prepared off-site and insurance and like costs.

4.6 The amount of liquidated damages set forth in Articles 4.4 and 4.5 hereinabove shall be assessed cumulatively so long as Substantial Completion has not occurred. Once Substantial Completion has occurred, then only the liquidated damages set forth in Article 4.5 shall be assessed. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of _____ Dollars (\$ _____) herein referred to as the "Contract Sum or Contract Price".

Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the DESIGN CONSULTANT an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents prior to the issuance of the Notice to Proceed.
- 7.2 The Owner shall furnish to the Contractor two set(s) of drawings and two set(s) of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall perform at least fifteen (15%) of the total Work with forces that are in the direct employment of the Contractor's organization.

IN WITNESS WHEREOF, **St. Johns County School Board** (hereinafter called the "Owner") by resolution of its authorized body and directing the same and adopted at a regular meeting thereof, duly called and held in the County of **St. Johns, Florida** on (_____) the (_____) day of (_____), 20____, has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its (_____), and (_____) (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

ST. JOHNS COUNTY SCHOOL BOARD

By: _____

Its: _____

(CONTRACTOR)

Name: _____

Signature: _____

Title: _____

Attest: _____

(Seal)

END OF SECTION C
OWNER-CONTRACTOR AGREEMENT

GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

INDEX

Article 1	Contract Documents
Article 2	The Design Consultant
Article 3	Owner
Article 4	Contractor
Article 5	Subcontractors
Article 6	Work by Owner or By Separate Contractors
Article 7	Miscellaneous Provisions
Article 8	Time
Article 9	Payments and Completion
Article 10	Protection of Persons and Property
Article 11	Insurance
Article 12	Changes in the Work
Article 13	Uncovering and Correction of Work
Article 14	Termination of the Contract

NOTICE OF DISCLAIMER

TAKE NOTICE, that these General Conditions may contain language and Article or Paragraph headings or names which appear similar to or the same as the provisions of the "General Conditions of the Contract for Construction", published by the American Institute of Design Consultants, AIA Document A-201.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the AIA Document A-201 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the AIA Document. This document, further, contains provisions which do not appear in the AIA document.

The use of any language or article or paragraph format similar to or the same as AIA Document A-201 does not constitute an endorsement by the American Institute of Design Consultants of this document.

GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
2. THE DESIGN CONSULTANT
3. OWNER
4. CONTRACTOR
5. SUBCONTRACTORS
6. WORK BY OWNER OR BY SEPARATE CONTRACTORS
7. MISCELLANEOUS PROVISIONS
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9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE
12. CHANGES IN THE WORK
13. UNCOVERING AND CORRECTION OF WORK
14. TERMINATION OF THE CONTRACT

ARTICLE 1

CONTRACT DOCUMENTS

- 1.1 DEFINITIONS
- 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Performance and Labor and Material Payment Bonds, Bid Bond, the Drawings, the Specifications, and all Addenda issued prior to and all 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 issued pursuant to the provisions of Article 12.1, (3) a written order for a minor change in the Work issued by the Design Consultant pursuant to Paragraph 12.5. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these. The Contract Documents do not include any other documents including but not limited to soils, geotechnical or other reports, boundary or other surveys and analyses, which may be printed, bound or assembled with the Contract Documents, or otherwise made available to the Contractor for review or information under this Contract, unless specifically enumerated and expressly incorporated by reference in the Owner-Contractor Agreement.

1.1.1.1 The Drawings and Specifications referred to in the Contract Documents have been prepared by __SchenkelShultz Architecture (Design Consultant) and are identified as the __South Woods Elementary School Classroom Expansion.

1.1.2 THE CONTRACT

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification as defined in Subparagraph 1.1.1 and notwithstanding anything contained in the Contract Documents to the contrary, there can be no increase in the Contract Sum or Time without a fully executed change order.

1.1.3

THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all incidental labor, supplies and other facilities or things reasonably necessary to produce such fully completed construction whether identified in the Contract Documents or not, and all labor, materials, equipment, and supplies incorporated or to be incorporated in such construction.

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.

1.1.5

FURNISH, INSTALL, PROVIDE:

The terms "Furnish" or "Install" or "Provide", unless specifically limited in context, mean: Furnishing and incorporating a specified item, product or material in the work, including all necessary labor, materials, equipment to perform the work required, ready for use.

1.1.6

NOTICE

The term "Notice" as used herein shall mean written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended, or to his, their or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mailbox.

1.1.7

MISCELLANEOUS WORDS OR TERMS

Whenever they refer to the work or its performance, "Directed", "Required", "Permitted", "Ordered", "Designated", "Prescribed", and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the Owner, Construction Program Manager or Design Consultant, and "Approved", "Acceptable", "Satisfactory", "in the judgment of" and words of like import shall mean approved by or acceptable to or satisfactory to, in the judgment of the Owner.

- 1.1.8 BIDDER: Any individual, company, corporation, partnership, or joint venture who submits a Bid for work required as distinct from a sub-bidder who submits a Bid to a prime Bidder.
- 1.1.9 BIDDING DOCUMENTS: The Invitation to Bid, Contractor's Qualification Statement, Instructions to Bidders, Sample Forms, Proposal, Specifications, Drawings and Addenda issued prior to receipt of Bids.
- 1.1.10 DIRECTED, REQUIRED, ACCEPTABLE: When these words refer to work or its performance, "directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like implication, mean "by direction of," "requirements of," "permission of," "order of," "designation of," or "prescription of" the Design Consultant. Likewise, "acceptable," "satisfactory," "in the judgment of," and words of like import, mean "recommended by," "acceptable to," "satisfactory to," or "in the judgment of" the Owner.
- 1.1.11 AS SHOWN, AS INDICATED, AS DETAILED: These words, and words of like implication, refer to information contained by drawings describing the work, unless explicitly stated otherwise in other Contract Documents.
- 1.1.12 MANUFACTURER: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and if furnished by either direct sale or by contract to the Contractor, Subcontractor or Vendor.
- 1.1.13 MATERIAL SUPPLIER OR VENDOR: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular Contract.
- 1.1.14 PLANS OR DRAWINGS: All drawings or reproduction of drawings pertaining to required work.
- 1.1.15 PRODUCT: The term 'product' includes materials, systems and equipment.
- 1.1.16 PROJECT MANUAL: The Project Manual includes the Bidding requirements, Conditions of Contract and the specifications. Not all documents bound in the Manual are necessarily Contract Documents as described in Paragraph 1.1.1.
- 1.1.17 PROPOSAL: A complete and properly signed document whereby a Bidder proposes to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding requirements.
- 1.1.18 PROVIDE: As a directive to the Contractor, "provide" means "furnish and install completely".
- 1.1.19 SPECIFICATIONS: Descriptions, provisions and requirements, pertaining to method and manner of performing work, or to quantities and qualities of materials to be furnished under terms of the Contract.
- 1.2 EXECUTION, CORRELATION AND INTENT
- 1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the Owner and Contractor and each of which shall be deemed an original, but all of which shall constitute one

and the same instrument. If either the Owner or the Contractor or both do not sign the Contract Documents, then they shall be as described in Paragraph 1.1.1 and shall be identified by the Construction Project Manager.

- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Contractor further represents that all Design Drawings and Specifications contain some minor errors and discrepancies. Such errors and discrepancies shall not form the basis of any claim by Contractor for defective design or breach of any implied warranties as to fitness of plans or specifications against Owner or Design Consultant.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any 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. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. The table of contents, index, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.
- 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings is for clarity only, and shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor may sub-contract the Work in such divisions as he sees fit, so long as Contractor self-performs the required portion of the Work, and he is ultimately responsible for furnishing all work shown on the drawings and/or in the specifications.
- 1.2.5 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.
- 1.2.6 The Contractor agrees that nothing contained in the Contract Documents or any Contract between the Owner and the Construction Program Manager or the Owner and the Design Consultant shall create any Contractual relationship between the Construction Program

Manager and the Contractor, the Design Consultant and the Contractor, the Design Consultant and the Construction Program Manager or between the Owner, Design Consultant, and the Construction Program Manager and any Subcontractor or sub-Subcontractors. The Contractor acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any Contractual relationship between the Owner or Contractor and any third parties, nor is it intended to create any third party beneficiaries unless expressly so stated in the Contract Documents.

- 1.2.7 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the **St. Johns County School Board**. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.
- 1.2.8 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document which is current on date of receipt of Bids. In case of a conflict between referenced document and Project specifications, Project specifications shall govern. In case of a conflict between referenced documents, the one having more stringent requirements, as determined by the Design Consultant, shall govern.
- 1.2.9 The Contractor, if requested, shall furnish an affidavit from manufacturer certifying that materials or products delivered to Project meet all of the requirements specified.

1.3 OWNERSHIP AND USE OF DOCUMENTS

- 1.3.1 All Drawings, Specifications and copies thereof furnished by the Design Consultant are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other Project. With the exception of one Contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Design Consultant on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design Consultant's common law copyright or other reserved rights.
- 1.3.1.1 The Contractor will be furnished with the following quantities of drawings and specifications free. (Refer to Article 7.2 of the Owner-Contractor Agreement).

END OF ARTICLE 1

ARTICLE 2

THE DESIGN CONSULTANT

2.1 DEFINITIONS

2.1.1 The terms "Design Consultant" or "A/E" or "Architect" or "Engineer" as used or set forth in the Contract Documents, shall mean the entity and its consulting firm or agencies, or their duly authorized representatives, that is responsible for designing or engineering the work, and performing the activities specified herein, as identified in the Owner-Contractor Agreement, including any consulting-engineers or Subcontractors to said entity or firm. Such firm or agency and its representatives shall act severally within the scope of particular duties entrusted to them, unless otherwise provided for in the Contract.

2.1.2 The Design Consultant is identified in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Design Consultant is further described as and, throughout this document, shall mean one or both of the following:

2.1.2.1 ARCHITECT, a person or other legal entity lawfully licensed to practice architecture in the state wherein the Project is located; or

2.1.2.2 ENGINEER, a person or other legal entity lawfully licensed to practice engineering in the state wherein the Project is located.

2.1.3 DESIGN CONSULTANT: __SchenkelShultz Architecture

2.2 SERVICES OF THE DESIGN CONSULTANT

2.2.1 The Design Consultant will provide certain services as hereinafter described.

2.2.2 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Design Consultant be discovered, the Design Consultant will prepare such amendments or supplementary documents and provide consultation as may be required.

2.2.3 The Design Consultant will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. The Design Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, but it shall make as many inspections as may reasonably be required to fulfill its obligations to the Owner. On the basis of such on-site observations, the Design Consultant and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Design Consultant's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 2.2.4 The Design Consultant will render written field reports to the Construction Program Manager in the form required by the Construction Program Manager relating to the periodic visits and inspections of the Project required by Subparagraph 2.2.3.
- 2.2.5 The Design Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 2.2.6 The Design Consultant shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Design Consultant may perform his functions under the Contract Documents.
- 2.2.7 As required, the Design Consultant will render to the Construction Program Manager, within a reasonable time, interpretations concerning the design and other technical aspects of the Work and the Contract Documents.
- 2.2.8 All communications, correspondence, submittals, and documents exchanged between the Design Consultant and the Contractor in connection with the Project shall be through or in the manner prescribed by the Construction Program Manager.
- 2.2.9 All interpretations and decisions of the Design Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 2.2.10 The Design Consultant's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.11 If the Design Consultant observes any Work that does not conform to the Contract Documents, the Design Consultant shall report this observation to the Contractor and Construction Program Manager. The Design Consultant will prepare and submit to the Contractor and Construction Program Manager "an inspection report" of the Contractor's Work which is not in conformance with the Contract Documents. The Design Consultant shall have a reasonable time to complete his inspection report for substantial and final completion. Contractor shall, upon receipt of the inspection report, cause the defective, omitted or non-conforming work listed in the inspection report to be corrected and/or completed. Contractor shall further cause the person or entity performing the corrective work to sign the inspection report adjacent to the listed item, which signature shall attest to the completion or correction of the listed item. After Contractor has completed and corrected all items listed in the inspection report, Contractor shall, in writing, call for final inspection. Design Consultant shall have a reasonable time within which to conduct the final inspection. In the event Design Consultant determines that one or more of the items required for completion of the work (whether listed in the inspection report referenced above or not) remain incomplete or uncorrected, then in such event, Contractor shall be responsible for and liable to the Owner for any and all additional design or construction inspection costs associated with the completion of the Project. This liability shall be in

addition to any liability for liquidated damages otherwise due from Contractor and payable to Owner. It is the intent of this paragraph that Owner shall be responsible for the costs associated with one inspection to determine substantial completion and one additional inspection to determine final completion. All additional design or inspection costs shall be deducted from Contractor's final pay estimate and Contractor, by execution of this Contract, hereby consents to same. In the event insufficient funds remain in Contractor's final pay estimate, then Contractor shall promptly remit any such difference to Owner.

- 2.2.12 The Design Consultant has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Design Consultant's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Design Consultant will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 2.2.13 The Design Consultant will review Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and for general compliance with the Contract Documents. Such action shall be taken within fourteen (14) days of receipt unless otherwise authorized by the Construction Program Manager.
- 2.2.14 The Construction Program Manager will establish with the Design Consultant procedures to be followed for review and processing of all Shop Drawings, catalog submittals, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 2.2.15 The Design Consultant will prepare Change Orders as required under the Contract Documents.
- 2.2.16 The Design Consultant and the Construction Program Manager will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will jointly issue a final Certificate for Payment. The Design Consultant shall be solely responsible for issuance of Certificates of Substantial and Final Completion.
- 2.2.17 The Design Consultant will review a set of reproducible record prints of Drawings showing significant changes in the Work made during the construction process, based on neatly and clearly marked-up prints, Drawings, and other data furnished by the Contractor. The Design Consultant will also provide the Owner assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting, and balancing.
- 2.2.18 In case of the termination of the employment of the Design Consultant, the Owner may appoint a new Design Consultant whose status under the Contract Documents shall be that of the former Design Consultant, or the Owner may have the Construction Program Manager assume all of the services of the Design Consultant thereafter.

END OF ARTICLE 2

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender.

3.1.2 Owner: **St. Johns County School Board
40 Orange Street
St. Augustine, Florida 32084**

3.2 CONSTRUCTION PROGRAM MANAGER

3.2.1 A Construction Program Manager, as occasionally assigned by the owner, (herein referred to as the Construction Program Manager) may assist and advise the Owner during Project construction and until the issuance of the final Certificate for Payment. The term Construction Program Manager is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's communications with the Contractor and the Design Consultant shall generally be through the Construction Program Manager, who will assist the Owner with regard to the Project. The Owner must approve all Change Orders and payments to the Contractor and, notwithstanding anything in the Contract Documents to the contrary, neither the Design Consultant nor Construction Program Manager shall have any authority to authorize or issue change orders. All of the Contractor's communications to the Owner or to the Design Consultant shall be exclusively through the Design Consultant.

3.2.2 The Construction Program Manager is not authorized to revoke, alter, change, relax, or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work not executed in accordance with, nor to issue instructions contrary to, the Contract Documents.

3.3 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

3.3.1 The Construction Program Manager, will provide administration of the Contract as hereinafter described.

3.3.2 The Owner and the Construction Program Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

3.3.3 The Owner and the Construction Program Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

- 3.3.4 The Construction Program Manager or Design Consultant will have authority to require special inspection or testing of the work in accordance with Subparagraph 2.2.12 whether or not such Work is then fabricated, installed, or completed. However, neither the Construction Program Manager's authority to act under Subparagraph 3.3.4, nor any decision made by the Construction Program Manager in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Construction Program Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 3.3.5 The Construction Program Manager shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.
- 3.3.5.1 Each Contractor is requested and required to attend weekly job site progress conferences as called by the Design Consultant. Contractor shall be represented at these job progress conferences by an authoritative representative of the home office of the Contractor as well as by Project personnel representatives. These meetings shall be open to Subcontractors, material suppliers, and any others who can contribute shall be encouraged by Contractor to attend. It shall be the principal purpose of these meetings, or conferences, to affect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract Time. Each Contractor shall be prepared to assist progress of the work and to recommend remedial measures for the correction of progress as may be appropriate. The Construction Program Manager shall be the coordinator of the conferences and shall preside as chairman.
- 3.3.6 The Construction Program Manager and/or Design Consultant will establish procedures to be followed for processing all Shop Drawings, catalogs, and other Project reports, and other documentation, test reports, and maintenance manuals.
- 3.3.7 The Design Consultant will review all requests for changes and Design Consultant shall implement the processing of Change Orders, including applications for extension of the Contract Time.
- 3.3.8 The Owner and the Construction Program Manager, however, will not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet scheduled completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and Subcontractors or to coordinate and cooperate with other separate Contractors.
- 3.3.9 The Construction Program Manager, in consultation with the Design Consultant, will review and process all Applications for Payment by the Contractor, including the final Application for Payment.
- 3.3.10 The Owner, Construction Program Manager and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omissions of any separate prime contractor, surveyor, designer other entity or their respective Subcontractors, agents or

employees, or any other persons performing any work separate from Contractor's Work at or on the Project (hereinafter collectively referenced as "Separate Prime Contractor"). In all such cases, Contractor shall look solely to the Separate Prime Contractor for recovery of any and all damages caused to Contractor or the Work, by the Separate Prime Contractor's acts, omissions or errors. Contractor further agrees to provide any such Separate Prime Contractor written notice, within the same time frames required for timely notice of any similar claim had it been made against Owner, of any such claim(s), but addressed and delivered to the Separate Prime Contractor, with a copy provided to Owner for informational purposes only. Failure to timely provide such notice shall give rise to the Separate Prime Contractor having all of the defenses inuring under this agreement to Owner in the event of the untimely provision of notice of such a claim. To the limited extent that Separate Prime Contractor(s) are entitled to timely notice of any claim herein from Contractor and to assert defenses arising out of the Contract Documents for the Contractor's failure to provide timely notice of its claims against them, the Separate Prime Contractor(s) are expressly intended third party beneficiaries of the Contract Documents. Separate Prime Contractor(s) are not intended third party beneficiaries of the Contract Documents for any other purposes. Contractor hereby waives and releases any claims against Owner for damages caused by any Separate Prime Contractor. Contractor and all Separate Prime Contractors, if any, are required to coordinate and schedule their respective work so as not to unreasonably interfere with one another's operations. Contractor shall be solely responsible for such coordination and scheduling with the Separate Prime Contractor and the Owner shall have no liability for improper coordination or scheduling between Contractor and Separate Prime Contractor. Contractor hereby acknowledges that it has included in its Base Bid Price and the Contract Sum, the costs of such coordination and has also included sufficient time in its construction schedule to coordinate the Work with such Separate Prime Contractor(s) without requiring any extension of the Contract Time and without interference with the Separate Prime Contractor's work at the Project.

- 3.3.11 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project. Such documents are not part of the Contract Documents and are provided for Contractor's information only.
- 3.3.12 The Owner shall secure and pay for necessary easements, required for permanent structures or for permanent changes in existing facilities.
- 3.3.13 At all times relevant hereto, Contractor shall be required to keep the Project in a clean and reasonably safe condition. If Contractor shall see or identify an unsafe condition at the Project site, he shall immediately bring the condition to a safe one.
- 3.3.14 The Owner will make available for the Contractor's reasonable review, at the Owner's offices or together with the Contract Documents, certain boring logs, geotechnical, soils and other reports, surveys and analyses prepare by Separate Prime Contractor's within the meaning of Article 3.3.10 above, pertaining to the Contract site of which the Owner is aware and has in its possession. Any boring logs that are provided to the Contractor are only intended to reflect conditions at the locations of the borings and do not necessarily reflect site conditions at other locations. Any reports, surveys, boring logs and analyses provided by Owner are for the Contractor's information only, and their accuracy and completeness are not guaranteed or warranted by the Owner, the Construction Program

Manager or the Design Consultant, and such reports are not adopted by reference into, nor are they part of the Contract Documents. Notwithstanding any factual statement, conclusion, or any language or recommendations contained in such reports, the Contractor assumes full responsibility for inspection of the site and determination of the character, legal limits, quality and quantity of any soil, surface or subsurface conditions that may be encountered or which may affect the Work, and for the means and methods of construction that he employs when performing the Work.

3.3.15 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.

3.4 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

3.4.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Construction Program Manager or Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Construction Program Manager or Owner to stop the Work shall not give rise to any duty on the part of the Construction Program Manager or Owner to exercise this right for the benefit of the Contractor or any person or entity other than the Owner.

3.4.2 The Construction Program Manager or Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience.

3.4.3 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner, the Construction Program Manager, or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim for an extension of time shall be made under this Subparagraph 3.4.3 for any suspension, delay, or interruption pursuant to Subparagraph 3.4.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed for an extension of time required for performance, unless within 20 days after the act or failure to act involved, the Contractor submits to the Construction Program Manager a written statement setting forth, as then practicable, the extent of such claimed time extension and unless the claim for an extension of time is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, and unless such delay actually delayed critical work activities on the Project. Any time extension granted shall only be for the unreasonable portion of the delay to critical work activities and in accordance with Article 8 hereof.

3.4.4 In the event of a suspension of work or delay or interruption of work per Article 3.4.3, the Contractor and his Subcontractors shall protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the

Construction Program Manager, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.

3.4.5 No claim by the Contractor for an equitable adjustment under Subparagraph 3.4.3 shall be allowed if asserted after final payment under this Contract.

3.5 OWNER'S RIGHT TO CARRY OUT THE WORK AND SURETY'S OBLIGATIONS

3.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Construction Program Manager, with a copy of such notice sent to the Contractor's surety, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, and without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new Contractor pursuant to Article 3.5.2. In such case the Owner shall provide notice to the Contractor's surety and an appropriate unilateral Change Order, signed by Owner, shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Consultant's and the Construction Program Manager's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Construction Program Manager and the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, maintenance and protection of the work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond and warranty obligations of the Contractor.

3.5.2 Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at Owner's sole and exclusive option:

- 1) Complete the Contract in accordance with its terms and conditions, or,
- 2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Surety to complete the Work and provide any required warranty work on service, or
- 3) Indemnify the Owner from any completion cost incurred by it in completion of the Work, including but not limited to all construction, design, inspection or other costs incurred to completely and timely perform the Work, including payment of the any assessment of liquidated damages.

3.5.3 Notwithstanding anything contained in the Performance and Payment Bonds (hereinafter collectively "Bonds") issued by the Contractor and its Surety to the contrary, neither the Contractor nor its Surety shall be relieved of their respective

obligations under the Bonds by reason of any alleged overpayments to the Surety or by any changes to the Work or Contract Documents, whether material, cardinal or otherwise by the Owner and Contractor. Contractor and its Surety on the Bonds do hereby consent to all payments being made to Contractor until such time as Surety shall expressly instruct Owner otherwise, in writing. Contractor and its Surety do hereby waive notice of right to any and all changes to the Work or Contract Documents and agree not to assert any such changes as a defense to liability under the Bonds.

END OF ARTICLE 3

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative, who shall have authority to bind the Contractor in all matters pertinent to this Contract.

4.1.2 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent Contractor.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Design Consultant through the Construction Program Manager any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first: being awarded the Contract; furnishing the required certification of insurance; furnishing the required Payment and Performance Bonds; furnishing the required licensure certification or registration; receiving a Notice to Proceed under these Contract Documents; and, where required, possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.2.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the drawings and specifications and shall at all times give the Construction Program Manager, the Design Consultant, inspectors, as well as other representatives of the Owner access thereto. Further, said drawings shall be the approved sets issued to the Contractor by the Owner through the Construction Program Manager.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.

- 4.3.1.1 It shall be the responsibility of the Contractor to coordinate the work with other Separate Prime Contractors; to maintain a progress schedule for all Separate Prime Contractors for this Project; and to notify the Construction Program Manager and the Design Consultant of any changes in the approved progress schedule. He shall be responsible for providing adequate notice to all Separate Prime Contractors to insure efficient continuity of all phases of the Project work.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner, the Design Consultant or the Construction Program Manager in their administration of the Contract, or by inspections (or lack thereof), tests or approvals (or lack thereof) required or performed under Paragraph 7.6 by persons other than the Contractor.
- 4.3.4 Before starting any section of work, the Contractor shall carefully examine all preparatory work that has been executed to receive his work to see that it has been completed in accordance with the Contract Documents. He shall check carefully, by whatever means are required, to ensure that his Work and adjacent, related work will finish to proper and required standards for quality, contours, planes, and levels.
- 4.3.5 The Contractor understands and agrees that the Owner, Construction Program Manager and Design Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, Construction Program Manager and the Design Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 4.3.6 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Construction Program Manager and Design Consultant have a reasonable objection and shall remove no portion of the Work or stored materials from the site of the Work.
- 4.3.7 Contractor shall ensure that all persons, firms or entities working by, through or under his general Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lunsford Act (hereinafter "Lunsford Requirements"), as amended from time to time by the Florida Legislature and/or as implemented by the Owner. Contractor acknowledges that the requirements for compliance with the Lunsford Requirements, as they may be changed or amended from time to time during the course of Contractor's performance of the Work, is included in the Contract Sum. Contractor further acknowledges that it shall not be entitled to any increase in the Contract Time or Sum as a result of its and its

subcontractors' compliance with the Lunsford Requirements. Contractor hereby certifies that it and its Subcontractors, materialmen and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Contractor on the Project site shall comply with all of the Lunsford Requirements at all times during the performance of the work and that such compliance will be at Contractor's sole cost and expense. Upon request, Contractor shall immediately produce evidence of compliance with the Lunsford Requirements to Owner, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Contractor shall be required to immediately remove any persons not in compliance with the Lunsford Requirements upon discovery of non-compliance and to report such non-compliance to the Owner.

Contractor shall also cause this Article 4.3.7 to be incorporated by reference or included in each and every purchase order, sub-contract agreement or other contract for persons working by, through or under the ultimate direction of Contractor at the Project site and shall further require all such persons and entities to include this Article 4.3.7 in each of their respective agreements with lower tier sub-Subcontractors, materialmen or others working at the Project site. Finally, Contractor shall continuously maintain a list of all persons who work by, through or under its ultimate direction on the Project Site and their certification and approval to work at the Project site in accordance with the Lunsford Requirements. Contractor shall also pay all of the cost to obtain and maintain such compliance with the Lunsford Requirements for each such person or entity working by, through or under its ultimate direction at the Project site.

A sworn certification of compliance with the Lunsford Requirements will be provided to the Owner in advance of the Contractor providing any services on the Project site while students are present. The Contractor shall pay the cost of acquiring the background screening required by Section 1012.32, F.S. and of any fees imposed by the Florida Department of Law Enforcement to maintain the fingerprints and compliance with the Lunsford Requirements for all persons working at the Project site under Contractor's ultimate direction. Contractor shall maintain an up to date list of all persons working under its ultimate direction at the Project site and their certified compliance with the Lunsford Requirements. Owner shall advise Contractor of any new Lunsford Requirements implemented after execution of the Contract Documents and Contractor shall immediately bring the workforce working under its ultimate direction into full compliance with such new or additional requirements at no cost or expense to Owner. Contractor acknowledges that it has included in its Base Bid price an amount deemed sufficient to cover any additional cost of such compliance with new or additional Lunsford Requirements. Contractor agrees that in the event the Contractor or any person or entity working under its ultimate direction at the Project site who was previously certified as meeting the Lunsford Requirements subsequently no longer meets such requirements that Contractor shall immediately remove such person or entity from the Project site and not permit its return until Contractor may again properly certify compliance with the Lunsford Requirements for such person or entity.

4.4 CONTRACTOR'S REPRESENTATIONS

- 4.4.1 By entering into this Contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents:

- .1 that he is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by him;
- .2 that he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract;
- .3 that he is familiar with all Federal, State, County, municipal and department laws, ordinances, permits, regulations and resolutions, including the Lunsford Requirements as referenced in Article 4.3.7 above which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof;
- .4 that such temporary and permanent work required by the Contract Documents which is to be done by him will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
- .5 that he has carefully examined the Contract Documents and the site of the Work and that from his own investigations, he has satisfied himself and made himself familiar with: **(1)** the nature, access to and location of the Work; **(2)** the character, legal limits, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the Project site, both natural and man-made; **(3)** the character of equipment and other facilities needed for the performance of the Work; **(4)** the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; **(5)** the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the work in the manner required by the Contract Documents; and **(6)** all other matters or things which could in any manner affect the performance of the Work;
- .6 that he will fully comply with all requirements of the Contract Documents;
- .7 that he will perform the Work consistent with the best workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the Owner;
- .8 that he will furnish efficient business administration and experienced superintendence and an adequate supply of properly qualified workmen, equipment, tools and materials at all times;
- .9 that he has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the work in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor, coordination and other delays, interruptions and disruptions of the Work, including but not limited to those caused by coordination with Separate Prime Contractors;

- .10 that he will complete the Work within the Contract Time and all portions thereof within any required Contract Milestones; and
- .11 that the Contract Price is based upon the labor, materials, systems and equipment required by or reasonably inferable from the Contract Documents, without exception.

4.5 LABOR AND MATERIALS

- 4.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed. The Contractor hereby acknowledges that the Contract Sum and its Bid price is not based upon any claim to the land, timber, soils or other resources at the Construction site, except for the use of soils for necessary for the site work on the Project.
- 4.5.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit Subcontractor or person or anyone not skilled in the task assigned to him. The Owner may, by notice in writing, require the Contractor to remove from the work any Subcontractor or employee the Owner deems incompetent, careless or otherwise objectionable and Contractor shall provide for this contingency in his sub-contracts and remove all such persons at no additional cost or expense to Owner.
- 4.5.3 The Contractor shall be responsible for ensuring that the work is completed in a skillful and workmanlike manner using only the best skill, attention and care available for the completion of the Project.
- 4.5.4 The Contractor shall perform at least that percentage of the Work, if any, specified in Article 7 of the Owner-Contractor Agreement, with forces that are in the direct employment of the Contractor's organization. The Contractor shall submit to the Construction Program Manager within thirty (30) calendar days after award of the Contract for the Work, a designation of the Work to be performed by the Contractor with his own forces. The percentage of the Work to be performed under sub-contract, shall be calculated by adding the amounts of all sub-contracts and dividing this sum by the total amount of the Contract. No portion of the Contract shall be sub-contracted or otherwise performed by a party not the Contractor, except with the written consent of the Owner.
- 4.5.5 All equipment, apparatus and/or devices of any kind to be incorporated into the work that are shown or indicated on the drawings or called for in the Specifications or required for the completion of the work shall be entirely satisfactory to the Construction Program Manager and the Design Consultant as regards operations, capacity and/or performance.

No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order and fit for its intended purpose and use at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by new, proper and acceptable equipment satisfactory to the Construction Program Manager and Design Consultant without additional cost to the Owner.

4.6 WARRANTY

- 4.6.1 The Contractor warrants to the Owner, the Construction Program Manager, and the Design Consultant that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Construction Program Manager or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. This warranty is not limited by the provisions of Article 13.
- 4.6.2 The Work included in this Contract is herein specified. The Contractor will be required to complete the Work specified and to provide all items needed for construction of the Project, complete and in the best working order.
- 4.6.3 The warranties set forth in this Paragraph 4.6 and elsewhere in the Contract Documents shall survive Final Completion of the Work under Paragraph 9.9.
- 4.6.4 The Contractor and Surety guarantee and warrant to the Owner all work as follows:
- .1 that all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
 - .2 that all Work will be of the best, first-class quality and free of omissions and faulty, poor quality, imperfect and defective material or workmanship;
 - .3 that the Work shall be entirely watertight and leak proof in accordance with all applicable industry customs, standards and practices, and shall be free of shrinkage and settlement;
 - .4 that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
 - .5 that consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and

- .6 that the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship or unsuitable storage.
- 4.6.5 All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Design Consultant, the Contractor or Surety shall furnish satisfactory evidence as to the kind and quality of workmanship, materials and equipment.
- 4.6.6 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 4.6.7 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 4.6.8 Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Construction Program Manager, the Design Consultant or the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Construction Program Manager, Design Consultant and Owner, when notified to do so by the Construction Program Manager, Design Consultant or Owner. All such materials shall be replaced at the Contractor's sole cost and expense.
- 4.6.9 If the Contractor fails to correct defective or nonconforming Work as required by Article 4.6.6, or if the Contractor fails to remove defective or nonconforming Work from the site, as required by Article 4.6.8, the Owner may elect to either correct such Work in accordance with Article 3.5 or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Construction Program Manager's and/or the Design Consultant's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 4.6.10 The Contractor shall bear the cost of making good all work of the Owner, separate Contractors or others, destroyed or damaged by such correction or removal required under this Article 4, Article 13 or elsewhere in the Contract Documents.

4.7 TAXES AND DIRECT OWNER PURCHASE OPTION

4.7.1 The Contractor has included in its Contract Price and shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective. Owner reserves the right to direct purchase materials to realize a tax savings via an Owner Direct Purchase (“ODP”) program. Contractor hereby agrees to permit Owner to direct purchase from his suppliers at prices quoted to Contractor and for Owner to retain any tax savings generated thereby.

4.7.2 In accordance with the provisions of Article 4.7.1 of the General Conditions, Owner may exercise its right to implement an Owner Direct Purchase/ Sales Tax Savings Program, with respect to this PROJECT. This Article describes the procedures by which this program will be implemented and administered if the Owner determines to do so. Pursuant to these procedures, Owner may order and pay for all such purchases, as well as take title to all such purchases, directly from the supplier or manufacturer.

At the time the Contract Price is established, but not later than concurrently with submission of the required Schedule of Values, Owner, Construction Program Manager and Contractor shall endeavor to identify the specific items and the costs of the potential ODP items. Contractor shall identify a separate line item cost for each potential ODP item. Contractor must clearly and separately identify any contingency or allowance amount associated with any ODP line items. The Contract Price must include the total cost of the Work, including the cost of the ODP items and their associated sales taxes.

Based upon its review of the Contract Documents, Contractor shall recommend ODP items to Owner and Construction Program Manager. After reviewing the Contractor’s recommendations and the applicable Contract Documents, and after consultation with the Construction Program Manager, Owner shall make the final determination as to which items, if any, will be purchased as ODP items.

4.7.3 After Owner identifies the ODP items, Contractor shall prepare a standard purchase order requisition on a purchase order form provided by Owner, to specifically identify the materials that Owner has elected to purchase directly. The purchase order requisition form shall include the following information:

- 1 Project Name;
2. Contractor Name;
3. Manufacturer/Supplier Name;
4. Name, address, telephone number and contact person for Manufacturer/ Supplier;
5. Manufacturer or brand model or specification number of the item;
6. The quantity and unit of measure needed as estimated by Contractor;
7. The guaranteed price quoted by the Manufacturer/Supplier for the materials or equipment identified;
8. All sales tax associated with the price quote;
9. Delivery address;
10. Delivery dates;

11. Delivery instructions;
12. Vendor identification number;
13. Mailing address for invoices.

All purchase order requisitions prepared by Contractor must be sent to Owner's, Facilities & Operations Department, with a copy to the Construction Program Manager, and they must be expressly approved by Owner before they will be sent by Owner to the applicable Manufacturer/Supplier. In preparing the standard purchase order requisition, the Contractor shall include all terms and conditions, which may have been negotiated by the Contractor with the Manufacturer/Supplier (e.g. quantities, guaranteed pricing, payment terms, warranties, etc.). To the extent any such terms or conditions differ from the standard terms and conditions included in Owner's standard purchase order requisition form, such differences must be specifically identified to Owner by the Contractor at the time the Contractor forwards the requisition to Owner for its review. All shipping expenses associated with any ODP item (including all freight insurance) must be included in the cost of that item and not charged as a separate item.

All purchase order requisitions prepared by Contractor must be submitted to Owner and Construction Manager no less than twenty-one (21) calendar days prior to the need for the ordering of the subject ODP item, in order to provide sufficient time for its review. Contractor is responsible for ensuring that all necessary attachments to the purchase order requisition (e.g., shop drawings, details, specification sheets, etc.) required to properly place the order with the Manufacturer/Supplier, have been attached to the purchase order requisition at the time it is sent to Owner for their review. Once approved by Owner, Owner shall forward the completed purchase order requisition, with all attachments, to the Manufacturer/Supplier, with a copy to Contractor.

4.7.4

As ODP items are delivered to the job site, the Contractor shall visually inspect all shipments from Manufacture/Suppliers, and approve the vendor's shipping record for ODP items actually delivered. The Contractor shall assure that each delivery of an ODP item is accompanied by the appropriate documentation to adequately identify the purchase order number against which the purchase is made and to confirm that the correct type and quantity of the ODP item has been delivered in the appropriate condition. The Contractor's approval will include a legible signature (printed) of the person who inspected the delivered items, dated as of the date of delivery.

All invoices from the Manufacturer/Supplier must be directed and sent to Construction Program Manager and Owner's Facilities & Operations Department via the Contractor. It is the responsibility of the Contractor to review all such invoices and confirm their correctness before forwarding them on to the Construction Program Manager and Owner for processing and payment. The Contractor shall verify in writing to Owner the accuracy of the invoice in relation to the delivery ticket and the ODP items actually delivered. The Contractor shall obtain from the Manufacturer/Supplier all releases, warranties and other necessary supporting documentation that may be required by Owner and shall insure that all such releases, warranties and supporting documentation have been attached to the invoice before forwarding the invoice to Owner for processing and payment. The Contractor also is responsible for, without

limitation, obtaining from the Manufacturer/Supplier all operating information and manuals, spare parts and all other items required to be provided by the Manufacturer/Supplier. The Contractor shall review all such items for compliance with the requirements of the Contract Documents and shall organize and deliver all such items to Owner as part of its requirements for achieving Substantial Completion of the Work.

Each month the Contractor, Owner and the Construction Program Manager shall review the ODP's, that have been delivered and paid for during that month. Contractor's monthly requests for payment of completed Work will be reduced by an amount equal to the value of any ODP's, including sales taxes, paid for by Owner and not previously deducted from a prior payment application, during the previous month(s). At a time of its choosing, but prior to completion of the Work, Owner shall prepare an appropriate Change Order, for Contractor's execution, which reduces the Contract Sum by the total cost paid by Owner for the ODP items, together with the amount of sales tax savings that have been realized as a result of Owner Direct Purchases. Further, the Change Order shall deduct from the Contract Price any remaining contingency or allowance balance associated with the subject ODP item.

Nothing in this Article 4.7 relieves the Contractor, its subcontractors, and vendors from their responsibility for the requisitioning of the order, scheduling, coordinating, insuring, delivery, unloading, storage, installation, repair, operation and warranty of all ODP items. All such obligations remain the responsibility of the Contractor and have been paid for by Owner as a part of the Contract Price (which always included these responsibilities and obligations) as fully as if there had been no Owner ODP purchase whatsoever. Nothing herein constitutes a deletion of any ODP item from this Agreement. Any failure of the Manufacturer/Supplier to honor its guaranteed price for any ODP item shall not, under any circumstance, entitle Contractor to an increase in Contract Sum or equitable adjustment to this Agreement.

4.8 PERMITS, FEES AND NOTICES

4.8.1 Refer to Specification Section 01 11 00 .

4.9 ALLOWANCES

4.9.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amount and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.9.2 Unless otherwise provided in the Contract Documents:

.1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

- .2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- .3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expense.

4.10 SUPERINTENDENT

4.10.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. If the Contractor employs more than a single individual in this role, the Construction Program Manager shall be provided an organizational chart and personnel listing for the superintending staff. In such event, all references to the superintendent elsewhere in the Contract Documents shall mean the superintending staff.

4.10.2 The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor or until completion or termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and the Construction Program Manager and shall be the one who will be continued in that capacity for the duration of the Project, unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other Project for or by Contractor or any other entity during the course of the Work.

4.10.3 In the event any of the following conditions shall exist, the Contractor shall require that his superintendent be at the Project site not less than ten (10) hours per day, six (6) days per week:

- .1 should Substantial Completion not be accomplished on schedule.
- .2 should Final Completion not be accomplished on schedule.
- .3 should the progress schedule indicate in the opinion of the Construction Program Manager that the Contractor is fourteen (14) or more days behind schedule at any time during construction up until thirty (30) days prior to scheduled Substantial Completion.
- .4 should the progress schedule indicate in the opinion of the Construction Program Manager that the Contractor is seven (7) or more days behind schedule at any time during the last thirty (30) days prior to scheduled Substantial Completion.

4.11 PROGRESS SCHEDULE

4.11.1 The Contractor shall prepare and submit to the Construction Program Manager for the Owner's review and approval an as-planned progress schedule for the Work pursuant to Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports". This Schedule shall be submitted after notice of apparent low Bidder status, but prior to Contract award.

4.12 RESPONSIBILITY FOR COMPLETION

4.12.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement. If it becomes apparent to the Construction Program Manager, Design Consultant or Owner that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure, in the opinion of the Construction Program Manager, Design Consultant or Owner, that the Contractor will comply with all Milestone and Completion date requirements:

- .1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
- .2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
- .3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

4.12.2 In undertaking the actions required under paragraph 4.12.1, Contractor shall comply with the requirements for a Recovery Schedule as otherwise set forth in Contract Documents or in Project Manual at Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports".

4.12.3 If the schedule recovery actions taken by the Contractor are not satisfactory, the Construction Program Manager, Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

4.12.4 If, in the opinion of the Construction Program Manager, Design Consultant or Owner, the actions taken by the Contractor pursuant to this Article or the progress or sequence of Work are not accurately reflected on the Construction Schedule, the Contractor shall revise such schedule to accurately reflect the actual progress and sequence of Work.

4.12.5 Failure of the Contractor to substantially comply with the requirements of this Article and Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports", may be considered grounds for a determination by the Owner, pursuant to Article 14, that the Contractor is failing to prosecute the Work with such diligence as will

ensure its completion within the time specified and that as a result, the Contractor is in material breach of the terms of the Contract Documents.

4.12.6 The Owner may, at its sole discretion and for any reason, other than when it becomes apparent to the Construction Program Manager, Design Consultant or Owner that the Work will not be completed within the required Milestone or Completion dates, require the Contractor to accelerate the Schedule of Performance by providing overtime, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors designated by the Owner provide overtime, Saturday, Sunday, and/or holiday work. In the event that the Owner requires such acceleration a Change Order shall be issued in accordance with Article 12.

4.12.7 This paragraph 4.12 does not eliminate the Contractor's responsibility to comply with the local noise ordinances, all highway permit requirements and all other applicable laws, regulations, rules, ordinances, resolutions, and permit requirements.

4.13 DOCUMENTS AND SAMPLES AT THE SITE

4.13.1 Refer to Specification Section 01 33 00 .

4.14 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.14.1 Refer to Specification Section 01 33 00 .

4.15 EQUAL PRODUCTS AND SUBSTITUTIONS

4.15.1 Refer to Specification Section 01 60 00 .

4.16 USE OF SITE

4.16.1 Refer to Specification Section 01 11 00 .

4.17 CUTTING AND PATCHING OF WORK

4.17.1 Refer to Specification Section 01 73 29 .

4.18 CLEANING UP

4.18.1 Refer to Specification Section 01 74 13 .

4.19 COMMUNICATIONS

4.19.1 The Contractor shall generally forward its communications and communications from its Subcontractors, or to the Owner, through the Construction Program Manager.

4.20 ROYALTIES AND PATENTS

4.20.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss, damages, costs or attorneys' fees on account thereof.

4.21 INDEMNIFICATION

4.21.1 To the fullest extent permitted by law, but as limited as provided by Article 4.21.5 below, the Contractor shall, at his sole cost and expense, indemnify, defend, and hold harmless the Owner, the Construction Program Manager and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused, in whole or in part, by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.21. Contractor specifically agrees that it has included Fifty Dollars (\$50.00) in its Bid price, over and above what it otherwise would have bid, to compensate Contractor for all indemnity obligations contained in the Contract Documents.

4.21.1.1 To the fullest extent permitted by law, but as limited as provided by Article 4.21.5 below, Contractor agrees to defend, indemnify and hold harmless the Owner, its School Board Members, Officers, employees and staff from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the Lunsford Requirements referenced in Article 4.3.7 above.

4.21.2 In any and all claims against the Owner, the Construction Program Manager or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.21 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.21.3 No provision of this Paragraph 4.21 shall give rise to any duties on the part of the Construction Program Manager, the Design Consultant, the Owner, or any of their agents, representatives, or employees.

4.21.4 To the extent that a court of competent jurisdiction deems it necessary, if at all to limit the amount of the indemnification obligations set forth in this Article 4.21, it shall reform this Article to comply with the requirements of law, while maintaining the maximum amount of indemnification otherwise available to Owner as authorized by law and herein.

4.21.5 Notwithstanding anything in the Contract Documents to the contrary, all indemnity obligations set forth in the Contract Documents are limited to the monetary value stated as the Contract Sum, or one million dollars per occurrence, whichever is greater. None of the indemnity obligations shall be construed to require indemnification for the Owner's, Construction Program Manager's, or the Design Consultant's acts of gross negligence, or willful, wanton or intentional misconduct.

4.22 PERSONS AUTHORIZED TO SIGN DOCUMENTS

4.22.1 The Contractor, within five (5) days after the earlier of the date of a Notice to Proceed or the date of the Owner-Contractor Agreement, shall file with the Construction Program Manager a list of all persons who are authorized to sign documents such as Contracts, certificates, payment applications, releases and affidavits on behalf of the Contractor and to fully bind the Contractor to all the conditions and provisions of such documents. If requested, Contractor shall provide Owner with a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of corporate personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

4.23 CONDITIONS AFFECTING THE WORK

4.23.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

4.23.2 If in the execution of the Work any valuable items or materials of any kind are discovered at the Project site, such items or materials shall be the property of the Owner. The Contractor shall take reasonable precautions to prevent any persons from removing or damaging such items or materials and shall immediately upon discovery thereof and before removal, acquaint the Construction Program Manager and the Design Consultant with such discovery and carry out the Construction Program Manager and the Design Consultant's orders as to disposal and handling of the same.

END OF ARTICLE 4

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct Contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any Separate Prime Contractor or its Subcontractors.

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

5.1.3 Nothing contained in the Contract Documents is intended to, nor shall it create, any Contractual relationship between the Owner, the Construction Program Manager, the Design Consultant, or any of their agents, consultants, employees, independent Contractors, or representatives and any Subcontractor, Sub-Subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

5.1.4 The Construction Program Manager and Design Consultant will not normally deal directly with any Subcontractor or Sub-Subcontractor or materials supplier. Communication will generally be made only through the Contractor. Subcontractor, Sub-Subcontractors or material suppliers shall route requests for information or clarification through the Contractor to the Construction Program Manager, who will direct them to the Design Consultant.

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

5.2.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish to the Owner and the Construction Program Manager in writing the names of the qualified persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Construction Program Manager will promptly reply to the Contractor in writing stating whether or not the Owner after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Program Manager to reply within a reasonable time shall constitute notice of no reasonable objection. The Contractor understands and agrees that no Contractual agreement exists for any part of the Work under this Contract between the Owner, Construction Program Manager or Design Consultant and any of the Contractor's Subcontractors or Sub-Subcontractors. Further, the Contractor understands and agrees that he alone is responsible to the Owner for all of the Work under this Contract and that any review of Subcontractors or Sub-Subcontractors by the Owner or Construction Program Manager will not in any way

make the Owner or Construction Program Manager responsible to any Subcontractor, nor responsible for the actions or failures of any Subcontractor or Sub-Subcontractor.

5.2.1.1 The Contractor, prior to Contract award and in accordance with the Instructions to Bidders, shall furnish to the Construction Program Manager in writing for acceptance by the Owner, a list of names of the Subcontractors proposed for the principal portions of the Work.

5.2.2 The Contractor shall not Contract with any such proposed person or entity to which the Owner has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to Contract with anyone to whom he has a reasonable objection. All such persons or entities must be qualified and meet the Lunsford Requirements set forth in Article 4.3.7.

5.2.3 If the Owner or the Construction Program Manager has reasonable objection to any proposed person or entity under Subparagraph 5.2.1, the Contractor shall name a substitute to whom the Owner or the Construction Program Manager has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, subject to an audit of said difference by the Owner; provided, however, that no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1; or if the Owner or Construction Program Manager has stated said objection in writing before the submission by the Subcontractors of a proposal acceptable to Contractor; or if said Subcontractor is unable to enter into and carry out his work under his proposed Subcontract; or if said Subcontractor or its personnel working at the Project site shall fail to meet or maintain compliance with the Lunsford Requirements; or if said Subcontractor fails to comply with all applicable laws; or if the proposed Subcontractor is not an on-going business in the field of his proposed Subcontract; or if the proposed Subcontractor does not have a labor force and the means of supply compatible with the scope of the Subcontract.

5.2.4 If the Owner requires a change of any proposed Subcontractor or person or organization previously accepted by him, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued, subject to an audit by Owner.

5.2.5 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner, the Construction Program Manager, or the Design Consultant makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an 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 the 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. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect

to the Work to be performed by the Subcontractor so that the Sub-Contracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor- Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Sub-contract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Sub-contract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-Subcontractors.

- 5.3.2 The provisions herein regarding Subcontractor approvals shall in no way affect the liability of the Contractor to the Construction Program Manager or Owner regarding performance of all obligations by or payment of Subcontractors. Approval to sub-contract and of any given Subcontractor shall not to any degree relieve the Contractor of his obligation to perform or have performed to the full satisfaction of the Owner all of the work required by this Contract.

5.4 QUALIFICATION SUBMITTALS

- 5.4.1 Specific qualification submittals may be required of Subcontractors, installers and suppliers for certain critical items of the Work. Required qualification submittals are set forth in detail in the Technical Specifications and shall be collected and submitted by the Contractor for review and approval by the Design Consultant. All information required of a single Subcontractor, installer or supplier shall be contained in a single, complete submittal. The Contractor shall submit the required qualification information within ten (10) days after receipt of the Design Consultant's request.

- 5.4.2 The Construction Program Manager, the Design Consultant, and the Owner shall reject any proposed Subcontractor, installer or supplier, or any qualification submittals related thereto, for the following reasons:

- .1 the Contractor's failure to submit requested information within the specified time; or
- .2 the Contractor's failure to provide all of the requested information; or
- .3 the Contractor's submission of a Subcontractor, installer or supplier, or qualifications thereof, which are unacceptable in the judgment of the Owner, the Construction Program Manager, or Design Consultant; or
- .4 Submission of an unqualified Subcontractor or one whose workforce does not meet the Lunsford Requirements set forth in Article 4.3.7.

- 5.4.3 Should the Construction Program Manager, the Design Consultant, and the Owner have reasonable objection to any proposed Subcontractor, installer or supplier, the Contractor shall submit another firm for approval by the Design Consultant, the Construction Program Manager, and Owner.

5.5 PREPARATORY WORK

5.5.1 Before starting any Section of Work, the responsible Subcontractor shall carefully examine all preparatory work that has been executed to receive his work. He shall check carefully, by whatever means are required, to ensure that his work and adjacent related work will finish to proper contours, planes and levels. He shall promptly notify the Contractor and the Construction Program Manager of any defects or imperfections in preparatory work which will, in any way, affect satisfactory completion of his Work. Absence of such notification will be construed as an acceptance of preparatory work and later claims of defects therein will not be recognized.

5.5.2 Under no condition shall a Section of Work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the Contractor, who shall maintain coordination control at all times.

END OF ARTICLE 5

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces and to award Separate Prime Contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

6.1.2 When Separate Prime Contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 COORDINATION RESPONSIBILITY

6.2.1 The Contractor shall afford other Separate Prime Contractors, the Construction Program Manager and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with that of the Owners, the Construction Program Manager and other Separate Prime Contractors to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly or unreasonably interfere with the progress of the Work or the work of any other Separate Prime Contractors.

6.2.1.1 If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Prime Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Prime Contractor that render it unsuitable for such proper execution or result of any part of the Work.

6.2.1.2 Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Prime Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Prime Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.

6.2.2 Should the Contractor cause damage to the work or property of the Owner or of any Separate Prime Contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said Separate Prime Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Prime Contractor, the Contractor shall attempt to settle said claim with such other Contractor prior to such other Contractor's institution of litigation or other proceedings against the Contractor. Contractor is reminded that these Contract Documents provide for direct trade to trade dispute resolutions as provided in Article 3.3.10 above.

- 6.2.2.1 If such Separate Trade Contractor sues the Owner or the Construction Program Manager or Design Consultant on account of any damage, delay or interference caused or alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend, hold harmless and indemnify the Owner, the Construction Program Manager and Design Consultant in such proceedings at the Contractor's sole cost and expense. Owner shall have a right to select or approve its defense counsel in any such proceedings who shall be paid directly by Contractor. If any judgment or award is entered against the Owner, Construction Program Manager or Design Consultant, the Contractor shall satisfy the same and shall reimburse the Owner, Construction Program Manager and Design Consultant for all damages, expenses, attorneys' fees and other costs which the Owner, Construction Program Manager or Design Consultant incurs as a result thereof.
- 6.2.3 Should a Separate Prime Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said Separate Prime Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said Separate Prime Contractor prior to the institution of litigation or other proceedings against said Separate Prime Contractor. Contractor shall otherwise comply with the requirements of Article 3.3.10 in bringing or defending any such claims.
- 6.2.3.1 In no event shall the Contractor seek to recover from the Owner, the Construction Program Manager, or the Design Consultant, and the Contractor hereby warrants to the Owner, Construction Program Manager and Design Consultant that it will not seek to recover from them, or any of them, any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any Separate Prime Contractor.
- 6.2.3.2 In order to carry out the intent of this Article 6, Contractor agrees that privity of Contract exists between Contractor and any Separate Prime Contractor, as defined herein, for the purpose of disposing of the liabilities or obligations which are imposed upon Contractor or any Separate Prime Contractor hereunder; and Contractor agrees to accept service of process and to sue and be sued in Contractor's own name in any litigation which may arise hereunder between Contractor and any Separate Prime Contractor.
- 6.2.4 Whenever Contractor receives items from a vendor, materialman, Separate Prime Contractor or from Owner for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.
- 6.2.5 When certain items of equipment and other work are indicated as "NIC" (not in Contract), or to be furnished and installed under other Separate Prime Contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work shall be furnished by the Contractor who shall properly form and otherwise prepare his work in a satisfactory manner to receive such "NIC" work.

6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK

6.3.1 If a dispute arises between the Contractor and Separate Prime Contractors as to their responsibility for cleaning up as required by Paragraph 4.18 or for accomplishing coordination or doing required cutting, filling, excavating or patching as required by Paragraph 4.17, the Owner may carry out such Work and charge the cost thereof to the Contractors responsible therefor as the Owner or the Construction Program Manager shall determine to be just and equitable in their sole and absolute discretion. Such determination shall be final.

6.4 COORDINATION OF THE WORK

6.4.1 By entering into this Contract, Contractor acknowledges that there may be other Separate Prime Contractors on the site whose work will be coordinated with that of his own. Contractor expressly warrants and guarantees that he will cooperate with other Separate Prime Contractors and will do nothing to delay, hinder or interfere with the work of other Separate Prime Contractors, the Owner, the Construction Program Manager or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate Contractor, his sole remedy will be a direct action against the Separate Prime Contractor as described in this Article 6 and in Article 3.3.10. Contractor will have no remedy, and hereby expressly waives and releases any remedy, against the Owner and/or the Construction Program Manager or Design Consultant on account of delay, hindrance, interference or other damages caused by a Separate Prime Contractor.

END OF ARTICLE 6

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 Unless otherwise provided in the Contract Documents, the Contract shall be governed by the law of the State of Florida. The sole and exclusive venue for any litigation arising from or related to this Contract or the Payment or Performance Bonds issued by the Contractor and its Surety, shall be in **St. Johns County**, Florida.

7.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion, or in the absence of same, shall be inserted by a court of competent jurisdiction.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner, Contractor and its Surety each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner and the Contractor's Surety.

7.3 CLAIMS AND DAMAGES

7.3.1 Should the Contractor suffer injury or damage to person or property because of any act or omission of the Owner, Construction Program Manager or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, notice of same shall be given in writing to the Owner within 15 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived and released any and all rights he may have against the Owner, the Construction Program Manager, the Design Consultant, or their employees, representatives and agents which are not otherwise covered by Contractor's indemnity obligations set forth in the Contract Documents.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations and damages arising thereunder whether same be direct or indirect, real or consequential in a form and with a surety satisfactory to the Owner and who is listed on the United States' Treasury List of approved sureties. It is expressly agreed that the Surety shall be responsible for any delay or liquidated damages assessed against Contractor.

7.4.2 The Contractor is required to furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, each in the amount of one-hundred percent (100%) of the Contract sum.

7.4.3 The Contractor and its Surety shall issue the Payment and Performance Bonds in the form(s) identified as part of the Contract Documents. The Contractor and its Surety shall be bound as otherwise described in the Contract Documents, including but not limited to the provisions of Article 3.5 above.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 Except as may be specifically agreed in writing, the failure of the Owner, the Construction Program Manager, or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

7.5.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner, the Construction Program Manager or the Design Consultant, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives and releases any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages. Contractor hereby specifically agrees that it has an adequate remedy at law and is thus unentitled to injunctive relief in the event Owner should materially breach the Contract.

7.6 TESTS

7.6.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Construction Program Manager timely notice of its readiness so the Design Consultant and the Construction Program Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.6.1.1 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing

boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

- 7.6.2 If the Design Consultant or the Construction Program Manager determine that any Work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, the Construction Program Manager will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and the Construction Program Manager's and Design Consultant's additional services made necessary by such failure.
- 7.6.3 Inspections and tests required to establish compliance with the Contract Documents, as provided for in the Contract Documents, will be made by a pre-qualified, independent testing agency selected by the Owner. The cost of the initial services of such agency will be paid by the Owner. When the initial tests indicate non-compliance with the Contract Documents, any subsequent testing occasioned by non-compliance shall be performed by the same agency and the cost thereof shall be borne by the Contractor. Representatives of the testing agency shall have access to the Work at all times. The Contractor shall provide facilities for such access in order that the agency may properly perform its functions.
- 7.6.4 The independent testing agency, employed by the Owner, shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and promptly deliver the specified number of copies to the designated parties. Certificates of inspection, testing or approval required by public authorities shall be secured by the Contractor and promptly delivered by him to the Owner, in adequate time to avoid delays in the Work or final payment therefor.
- 7.6.5 If the Design Consultant or the Construction Program Manager is to observe the inspections, tests or approvals required by the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction or that are required to establish compliance with the Contract Documents, he will do so promptly and, where practicable, at the normal place of testing.
- 7.6.6 The Contractor shall pay for and have sole responsibility for inspections or testing performed exclusively for his own convenience.

7.7 UNENFORCEABILITY OF ANY PROVISION

- 7.7.1 If any provision of this Contract is held as a matter of law to be unenforceable, against public policy or unconscionable, that provision shall be amended by the Court to make it compliant with the requirements of law and thereafter be enforced, or if required by law, it shall be deleted from the Contract Documents in its entirety. The remainder of the Contract shall remain enforceable, either as amended by the Court or without such unenforceable provision if deleted by the Court as outlined in this paragraph.

7.8 ATTORNEYS' FEES AND OTHER EXPENSES

- 7.8.1 The Contractor hereby agrees that he will certify, under oath, the validity of each and every claim, including both the entitlement to the claim under these Contract Documents and the amount thereof and that it will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claim or claims. Contractor further agrees that it will have specifically waived certain types of claims herein under the terms of the Contract Documents and that the assertion of any claims for items waived or released in the Contract Documents or for damages that are not due under the terms of the Contract Documents shall constitute a False Claim in violation of the requirements of this Contract and Florida's False Claims Act. In the event that the Contractor submits any False Claim or claims, as defined herein, then in such event the Contractor hereby agrees that it shall forfeit its right to collect damages as to its entire claim(s), including the non-false portions of its claim(s). Contractor hereby agrees that the submission of a False Claim, as defined herein, shall create a complete defense to any claim of the Contractor in its entirety. The Contractor shall reimburse the Owner, Construction Program Manager or Design Consultant for all costs and expenses associated with defending such False Claim(s), including but not limited to, attorneys' fees, paralegal expenses, audit costs, accountants' fees, expert witness' fees, additional Construction Program Manager or Design Consultant expenses, whether incurred at trial or on appeal.
- 7.8.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Construction Program Manager and Design Consultant for all costs and expenses incurred by the Owner in defending any claim(s) asserted by the Contractor, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Construction Program Manager and Design Consultant expenses and any other consultant, legal, paralegal fees, expenses or costs, whether at trial or on appeal.
- 7.8.3 If the Owner, Construction Program Manager or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, presentation of a False Claim, overpayment, defective work, liquidated or delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Construction Program Manager and Design Consultant for all costs and expenses incurred by them relating to the lawsuit, including but not limited to, attorneys' fees, paralegal costs, audit costs, accountants' fees, expert witness' fees, additional Construction Program Manager and Design Consultant expenses, and any other fees, costs or expenses, whether incurred at trial or on appeal.

END OF ARTICLE 7

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work as defined in Subparagraph 8.1.4, including authorized adjustments thereto. The Contractor shall finally complete his Work within Contract Time.
- 8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative; (4) or until the Contractor otherwise receives the Owner's or Construction Program Manager's written consent.
- 8.1.3 The Date of Substantial Completion of the Work is the Date certified by the Design Consultant and the Construction Program Manager when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 8.1.4 The date of Final Completion of the Work is the date certified by the Construction Program Manager, the Design Consultant and the Owner when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.
- 8.1.5 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All dates shall mean midnight of the indicated day unless otherwise stipulated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the time frames stated in the Contract Documents.

8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Final Completion as defined in Subparagraph 8.1.4, including authorized extensions thereto, unless otherwise provided.

8.2.4 SPECIFIC DATES

The schedule below contains certain specific dates in addition to date of Notice to Proceed. These dates shall be adhered to and are the last acceptable dates unless modified by a Change Order executed by and between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in paragraph 8.3, DELAYS AND EXTENSIONS OF TIME.

A. Substantial Completion (Beneficial Occupancy of the Entire Project) **10/17/2025**__

B. Project Final Completion **12/1/2025**__

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The time during which the Contractor is delayed in the performance of the Work, by the acts or omissions of the Owner, the Construction Program Manager, the Design Consultant or their employees or agents, acts of god, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in compliance with the requirements of this Article and other provisions of the Contract Documents. Contractor agrees that a change in the Contract Time may only be authorized by a written Change Order authorized and executed by the **St. Johns County School Board**. No person has authority to orally or in writing grant any change in the Contract Time except as stated herein.

8.3.2 Neither the Owner, the Construction Program Manager, nor the Design Consultant shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives and releases any claims against the Owner, the Construction Program Manager and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-Subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, arising from or out of any act or omission of the Owner, the Contract Program Manager or the Design Consultant, or their agents, employees, consultants, Separate Prime Contractors or any governmental representative, it being understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time, but only as determined in accordance with the provisions of the Contract Documents.

8.3.3 The Contract Time shall be adjusted only for changes pursuant to Paragraph 12.1, suspension of Work pursuant to Paragraph 3.4 and excusable delays pursuant to Subparagraph 8.3.4. In the event the Contractor requests an extension of the Contract

Time, he shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract, and shall further conform to all of the requirements of Specification Section 01 32 00, Construction Schedules and Reports. The burden of proof to substantiate a claim for an extension of the Contract Time shall rest with the Contractor, including evidence that the cause was beyond his control. The Owner shall base his findings of fact and decision on such justification and supporting evidence and shall advise the Contractor in writing thereof. If the Owner finds that the Contractor is entitled to any extension of the Contract Time, the Owner's determination of the total number of days extension shall be based upon the currently approved progress schedule and on all data relevant to the extension. Such data will be incorporated into the schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work or excusable delays) in activities which, according to the schedule, do not affect the Contract Time, do not have any effect upon the Contract Time and therefor will not be the basis for a change therein. The Contractor acknowledges and agrees that time extensions will be granted only to the extent that excusable delays exceed the available float in the Contractor's schedule. The Contractor acknowledges and agrees that all available float in the Contractor's as-planned schedule(s) belongs to the Owner and may be utilized, without additional cost, by the Owner.

8.3.3.1 Extensions in the Contract Time authorized by Change Orders are subject to extension-of-time audit by the Construction Program Manager as follows:

The Contractor agrees that, even though the Owner, Contractor and Design Consultant have previously signed a Change Order containing an extension-of-time resulting from a change in or addition to the Work that said extension in the Contract Time may be adjusted by an audit conducted, after the fact by the Construction Program Manager. If such an audit is to be made, the Construction Program Manager must undertake the audit and make a ruling within 30 days after the completion of the Work under the Change Order and an appropriate request is made as set forth below.

The Contractor agrees that any extension of the Contract Time to which he is entitled arising out of a change order undertaken on a force accounting (labor and materials) basis, shall be determined by an extension-of-time audit by the Construction Program Manager after the Work of the Change Order is completed. Such rulings shall be made by the Construction Program Manager within 30 days after a request for same is made by the Contractor, Owner or Design Consultant, except said 30 days will not start until the Work under the Change Order is completed and the request is made.

8.3.4 Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or suppliers as follows:

.1 labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of days of said strike;

- .2 acts of God, tornado, war, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials;
- .3 abnormal inclement weather; however, the Contract Time will not be extended due to normal inclement weather. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that said number of calendar days per month are to be considered as normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time using a ten year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time. If the total accumulated number of calendar days lost due to inclement weather, from the start of Work until Substantial Completion, exceeds the total accumulated number to be expected for the same period from the aforesaid table, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost.
- .4 acts of war, acts of the state, Federal or local government in its sovereign capacity, and acts of a Separate Prime Contractor in the performance of a Contract with the Owner relating to the Project, after proper coordination by Contractor. Contractor shall not be entitled to an extension of the Contract Time for delays occasioned by its failure to properly coordinate with any Separate Prime Contractor.

8.3.5 The Contractor shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Construction Program Manager within seven (7) days of the first instance of delay. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived and released by the Contractor. In every such written claim, the Contractor shall provide the following information:

- .1 Nature of the delay;
- .2 Date (or anticipated date) of commencement of delay;
- .3 Activities on the progress schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
- .4 Identification of person(s) or organization(s) or event(s) responsible for the delay;
- .5 Anticipated extent of the delay; and
- .6 Recommended action to avoid or minimize the delay.

8.3.6

For the purpose of this Contract, the Contractor agrees that he may expect inclement weather for the number of calendar days in accordance with the following table:

	.1 in. Precipitation, or more;	32 Degrees F., or less
Jan	<u>10</u>	<u>3</u>
Feb	<u>10</u>	<u>1</u>
Mar	<u>10</u>	<u>0</u>
Apr	<u>9</u>	<u>0</u>
May	<u>10</u>	<u>0</u>
June	<u>9</u>	<u>0</u>
July	<u>11</u>	<u>0</u>
Aug	<u>10</u>	<u>0</u>
Sept	<u>8</u>	<u>0</u>
Oct	<u>7</u>	<u>0</u>
Nov	<u>8</u>	<u>0</u>
Dec	<u>9</u>	<u>1</u>

Also the Contractor agrees that the measure of abnormal inclement weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch, or in which the highest temperature was 32 degrees F. or less from Jacksonville International Airport, FL-NWS Station, over the same period of time, which is the same source of data used to determine normal inclement weather losses. If the total accumulated number of calendar days lost to inclement weather, from the start of work until the building is enclosed, exceeds the total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to weather occurring after the building is enclosed. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering or dry-wall trades to work. The Construction Program Manager shall determine when the structure is "enclosed". Upon request of the Contractor, the Construction Program Manager shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract Sum will be authorized because of adjustment of Contract Time due to weather.

8.3.7

If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Paragraph 2.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until twenty days after demand is made for them, and not then unless such claim is reasonable.

8.3.8.1

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

8.3.8.2 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner may sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

8.4 RESPONSIBILITY FOR COMPLETION

8.4.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the approved and currently updated progress schedule. If Work actually in place falls behind the currently updated and approved progress schedule and it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner, as required to eliminate the backlog of Work:

- .1 increase manpower in quantities and crafts as necessary;
- .2 increase the number of working hours per shift, shifts per day, working days per week, the amount of equipment, or any combination of the foregoing; and/or
- .3 reschedule activities to achieve maximum practical concurrence.

8.4.2 The Construction Program Manager may require the Contractor to submit a recovery schedule in accordance with Section 01 32 00 of the Specifications, demonstrating his program and proposed plan to make up the lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Construction Program Manager finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Construction Program Manager may require the Contractor to take any of the actions set forth in this Paragraph 8.4 without additional cost to the Owner, to make up the lag in scheduled progress.

8.4.3 Failure of the Contractor to substantially comply with the requirements of this Paragraph 8.4 may be considered grounds for a determination by the Owner, pursuant to Article 14, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time.

8.5 LIQUIDATED DAMAGES FOR DELAY

8.5.1 The damages incurred by the Owner due to the Contractor's failure to complete the Work within required Milestone dates and the Contract Time, including any extensions thereof, shall be in the amount set forth in the Owner-Contractor Agreement, for each consecutive calendar day beyond the Milestone dates or the Contract Time (Sundays and all holidays included) for which the Contractor shall fail to complete the Work.

END OF ARTICLE 8

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, as set forth in Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports" and supported by such data to substantiate its accuracy as the Construction Program Manager and the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for the Contractor's Applications for Payment and only for this purpose. If approved by the Owner, the Contractor may include in his schedule of values a line item for mobilization which shall include a reasonable amount of mobilization for the Contractor and his Subcontractors. The Contractor shall not front-end load his schedule of values, and such schedule shall set forth Contractor's best evaluation of the value of the various segments of the Work. Surety hereby consents to, agrees and accepts Contractor's schedule of values. Contractor's Surety does hereby further agree and consent to all payments made to Contractor, save and except for payments, made after the Surety has notified Owner, in writing, that it withholds consent to any future payments. As a result of the foregoing, Surety shall not assert and hereby waives, as a defense in any action by Owner, that the Owner overpaid the Contractor.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 As conditions precedent to any payment by Owner to Contractor, Contractor shall, as required by the Contract Documents and in accordance with Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports", submit to the Construction Program Manager an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Construction Program Manager and the Design Consultant may require, including but not limited to the Contractor's certification that all work for which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. As an additional condition precedent to the Owner's liability for any progress or final payment under the terms of the Contract Documents, the Contractor shall also pay all sums due and payable to its laborers, Subcontractors and materialmen for which previous certificates for payment were issued and payments received from the Owner and so certify such payments, under oath, to Owner.

9.3.2 Pursuant to the requirements of F.S. 255.078 (5) the Owner and Contractor hereby agree to the following schedule for the release of retainage. The Owner shall retain ten percent of the amount of all progress payments until the Work is fifty percent completed, including all change orders and approved alternates, as determined by the approved and paid

payment applications,. Upon fifty percent completion, the retainage withheld from future payment applications will be reduced to five percent until the project has been Finally Completed and accepted by the Owner. When fifty percent completion is attained, the Contractor may request a reduction of its retainage by up to one-half. This reduction shall be allowed as a one-time reduction permitted to be requested by the Contractor in conjunction with the first payment application submitted by the Contractor immediately after completion of fifty percent of the Work. No additional request for retainage reduction shall be submitted by the Contractor or given by the Owner during the course of the Project's completion, except upon Final Payment. Notwithstanding anything to the contrary contained herein, the Owner shall not be required to reduce the amount of retainage if there should be any asserted or unasserted disputes or claims made or pending between the Owner, including but not limited to its agents and representatives, and the Contractor

- 9.3.3 Payments may be made by the Owner at his discretion, on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site by the Contractor. Payments for materials or equipment stored on the site shall only be considered upon submission of the Contractor of satisfactory evidence (for example, releases or paid invoices from the Seller) that he has acquired title to such material, that it will be utilized on the Work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the Owner that will protect the Owner's interests have been taken. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.
- 9.3.3.1 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work but delivered and stored at the site unless the Contractor, in his Schedule of Values, includes line items for such delivered and stored materials or equipment.
- 9.3.3.2 It is specifically understood and agreed that an inspection and approval of the materials by the Owner, Construction Program Manager, the Design Consultant or any agency retained by any of them shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the Work, if said materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.
- 9.3.3.3 Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Project site.
- 9.3.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner, either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The Design Consultant and the Construction Program Manager will, after receipt of the Contractor's Application for Payment, and within the time set forth in Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports", either jointly issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Construction Program Manager and the Design Consultant determine is properly due, or notify the Contractor in writing of their reasons for withholding a Certificate as provided in Subparagraph 9.6.1. The Design Consultant shall at all times seek the advice of the Construction Program Manager regarding said applications for payment.
- 9.4.2 The submission and approval of the progress schedule and monthly updates thereof as required by Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports", shall be an additional condition precedent to the processing and payment of any Application for Payment. The Contractor shall be entitled to progress payments only as determined from the currently approved and updated schedule.
- 9.4.3 The signing of a Certificate for Payment will constitute a representation by the Construction Program Manager and the Design Consultant to the Owner, based on their observations at the site pursuant to their agreements with the Owner, and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in their Certificate); and that the Contractor is entitled to payment in the amount certified. However, by signing a Certificate for Payment, the Construction Program Manager and the Design Consultant shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that either has reviewed the construction means, methods, techniques, sequences, or procedures, or that either has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum. Notwithstanding any such certification, should it be subsequently determined that the Contractor's Work is not in strict accordance with the requirements of the Contract Documents, Contractor shall be required to correct all such defects and deficiencies.

9.5 PROGRESS PAYMENTS

- 9.5.1 After a Certificate for Payment has been issued, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work.

The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Sub-Subcontractors in a similar manner.

- 9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Construction Program Manager or the Design Consultant on account of Work done by such Subcontractor.
- 9.5.4 Neither the Owner, the Construction Program Manager, nor the Design Consultant shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor or materialman.
- 9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 9.5.6 Contractor acknowledges that he may not lien Owner's interest in the Project site, pursuant to Florida law. Contractor agrees to advise all Subcontractors and materialmen of the non-lienable nature of the Project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the Project.

9.6 PAYMENTS WITHHELD

- 9.6.1 The Design Consultant and the Construction Program Manager may decline to certify payment and may withhold their Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in their opinion they are unable to make representations to the Owner as provided in Subparagraph 9.4.3. If the Construction Program Manager and the Design Consultant are unable to make representations to the Owner as provided in Subparagraph 9.4.3 and to certify payment in the amount of the Application, they will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Design Consultant cannot agree on a revised amount, the Construction Program Manager and the Design Consultant will promptly issue a Certificate for Payment for the amount for which they are able to make such representations to the Owner. The Design Consultant and the Construction Program Manager may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, they may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in their opinion to protect the Owner from loss, because of:
- .1 defective work not remedied,
 - .2 third party claims filed, whether in court, in arbitration or otherwise, or reasonable evidence indicating the probability of filing of such claims,
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

- .5 damage to the Owner or another Contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or within any Contract Milestones as established in the Contract Documents,
- .7 failure or refusal of the Contractor to carry out the Work in accordance with or to otherwise substantially or materially comply with the Contract Documents,
- .8 failure or refusal of the Contractor to properly schedule and coordinate the Work, to provide progress schedules, reports and updates, or to otherwise fully comply with Division 1, Section 01 32 00 of the General Requirements entitled "Schedules and Reports", or
- .9 failure or refusal of the Contractor to fully comply with the provisions of Article 6.2 requiring the Contractor to direct certain claims to Separate Prime Contractors and to defend and indemnify the Owner, the Construction Program Manager and/or the Design Consultant in the event a Separate Prime Contractor files a claim against Owner for the actions or omissions of the Contractor.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made, if otherwise authorized in accordance with the terms of the Contract Documents, for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not make payment to the Contractor within the forty (40) calendar days after receipt of the Contractor's Approved Application for Payment by the Design Consultant and the Construction Program Manager, through no fault of the Contractor, and the Owner otherwise is not entitled under the Contract Documents or applicable law to withhold payment, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Construction Program Manager, stop the Work until payment of the amount owing according to the Contract Documents has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Owner a list of items which in his opinion are to be completed or corrected and shall request in writing that the Design Consultant and the Construction Program Manager perform a Substantial Completion inspection. The Design Consultant and the Construction Program Manager shall review the Contractor's list and shall compile an inspection report of items to be corrected and completed. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Design Consultant on the basis of an inspection determines that the Work is substantially completed then, the Design Consultant will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of

Final Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work and upon application by the Contractor and certification by the Construction Program Manager and the Design Consultant, the Owner may make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

9.8.3 The acceptance of any Substantial Completion payment shall constitute a waiver and full release of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final completion and acceptance.

9.8.4 The Contractor shall have thirty (30) working days from the Date of Substantial Completion to complete all items on the inspection report to the satisfaction of the Owner, Design Consultant and Construction Program Manager. The Owner and the Construction Program Manager shall have the option to correct or conclude any and all items on the inspection report not completed by the Contractor within thirty (30) working days from the Date of Substantial Completion by utilizing its own forces or by hiring others. The cost of such correction of remaining inspection report items by the Owner or others shall be deducted from the final payment to the Contractor.

9.8.5 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the Owner, and the Contractor is not relieved of any responsibility for the Project except as specifically stated in the Certificate of Substantial Completion.

9.8.6 Should the Design Consultant and the Construction Program Manager determine that the work or a designated portion thereof is not substantially complete, they shall provide the Contractor with written notice stating why the Project or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Design Consultant and the Construction Program Manager perform a Substantial Completion inspection. Costs, if any, associated with such additional inspection(s) shall be assessed to and paid by the Contractor.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of the documentation required by Article 9.8, and of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Consultant and the Construction Program Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will jointly issue a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the 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 final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8 have been fulfilled. Payment shall be made in full to the Contractor within thirty (30) calendar days of the date of the final

Certificate of Payment provided that the requirements of Article 9 have been fulfilled, except for an amount mutually agreed upon for any work remaining uncompleted for which the Owner is entitled a credit under the Contract Documents. Owner shall have no obligation to pay any Applications for Progress or Final Payments absent an approved Certificate of Payment from the Design Consultant and the Construction Program Manager.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and as additional conditions precedent to the requirement to make final payment, the Contractor shall submit to the Owner:

- .1 an affidavit from Contractor and all Subcontractors, sub-Subcontractors and materialmen that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
- .2 consent of surety, if any, to final payment;
- .3 if required by the Construction Program Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Construction Program Manager;
- .4 all as-built drawings, operation manuals and project close training and documentation in the form required by the Contract Documents after having been delivered to and approved by the Design Consultant; and
- .5 a written certification that:
 - .1 the Contractor has reviewed the requirements of the Contract Documents,
 - .2 the Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents,
 - .3 pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents,
 - .4 the Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational, and
 - .5 the Contractor hereby certifies and represents that the Work is complete and properly installed in all respects and ready for final inspection.

9.9.3 If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees. The Owner may withhold from the final payment any sum that the Owner has reason to believe may be needed to satisfy any claim arising from the Work. The Owner may deduct from the final payment an

amount equal to any costs, expenses and attorneys' fees incurred by the Owner associated with any lien or claim by a Subcontractor, sub-subcontractor, material supplier, laborer, etc.

9.9.4 The making of final payment shall not constitute a waiver of any claims by the Owner against the Contractor.

9.9.5 The acceptance of final payment shall constitute a waiver and release of all claims by the Contractor.

9.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

9.10.1 Should the Project, or any portion thereof, be incomplete for Beneficial Occupancy or Final Completion at or on the scheduled date or dates, the Owner shall have the right to occupy any remaining portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of that portion of the Project, nor shall the Contractor interfere in any way with said normal full use of that portion of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's partial occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion, the payment of liquidated or other damages. Such occupancy by the Owner does not constitute Beneficial Occupancy, Substantial Completion or Final Completion. Finally, in the event Owner partially occupies the Project, the Contractor should thereafter conduct its construction operations in a manner that does not interfere with the Owner's partial use of the Project as a school or otherwise. This may include work hours restricted to nights, holidays and weekends. Notwithstanding such work hour restrictions, Contractor shall nonetheless man the Project for prompt completion and shall pay all additional cost of construction, security, utility, energy and related costs incurred during its ongoing construction operations.

9.11 LIQUIDATED DAMAGES

9.11.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day that terms of the Contract relating to obtaining Substantial Completion remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

9.11.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of \$ 1,000.00 per calendar day. This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the Project and other miscellaneous tasks

as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall be added to such damages for any period of time that the Contractor is late in achieving both Substantial and Final Completion. After Substantial Completion is achieved, Owner shall only be entitled to collect liquidated damages for Contractor's failure to meet the Final Completion.

END OF ARTICLE 9

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Neither the Owner, the Construction Program Manager, the Design Consultant, nor their agents, employees or representatives are responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising the means, methods, techniques, sequences, procedures and all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until Final Payment is made, and is not limited to regular working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-Subcontractors, machinery, equipment and all hazards shall be guarded or eliminated in accordance with all applicable safety regulations; and
- .3 other property at the site or adjacent thereto, including 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 all notices and comply with all applicable laws, ordinances, permits, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Contractors shall comply with the requirements of the Trench Safety Act, Chapter 553, Florida Statutes. Each specific subcontract within the scope of such act shall be in compliance with the Act and Contractor hereby acknowledges his Bid complies with and was prepared in accordance with the Act.

10.2.2.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with the Contract. He shall at all times safely guard and protect his own work and adjacent property as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by applicable safety regulations must be provided and maintained by the Contractor.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all 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 utilities.

- 10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy at his own cost and expense all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.21. The Contractor shall perform such restoration by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Construction Program Manager or Owner, or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Construction Program Manager or Owner may, upon two (2) calendar days written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and the cost thereof, or a sum sufficient in the judgment of the Construction Program Manager or Owner to reimburse the Owners of property so damaged, will be deducted from any monies due or to become due the Contractor under the Contract.
- 10.2.6 The Contractor is responsible for the proper packing, shipping, handling and storage (including but not limited to shipment or storage at the proper temperature and humidity) of materials to be incorporated in the Work, so as to insure the preservation of the quality and fitness of the material for proper installation and incorporation in the Work, as required by the Contract Documents. For example, but not by way of limitation, Contractor shall, when necessary, place material on wooden platforms or other hard and clean surfaces and not on the ground and/or place such material under cover in any appropriate shelter or facility. Stored materials or equipment shall be located so as to facilitate proper inspection. Material and equipment which is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner or lessee unless otherwise within the terms of the easements obtained by the Owner.
- 10.2.6.1 It shall be the responsibility of the Contractor in his preparation of phasing schedule of work operations after consulting with the other Separate Prime Contractors to designate areas in which each Contractor may store materials. Areas designed shall meet with the approval of the Design Consultant.
- 10.2.7 The Contractor shall give notice in writing at least 48 hours before breaking ground, to all persons, Public Utility Companies, Owners of property having structures or improvements in proximity to site of the Work, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve the Contractor

of responsibility for all damages, claims, or defense or indemnification of all actions against Owner resulting from performance of such work in connection with or arising out of Contract.

- 10.2.8 Contractor shall field locate all utilities and acknowledges that all utilities are not necessarily shown in the Contract Documents, or may be incorrectly located thereon. The Contractor shall protect all utilities encountered while performing its Work, whether indicated on the Contract Drawings or not. The Contractor shall maintain utilities in service until moved or abandoned. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the Owner. The Contractor shall maintain operating utilities or other services, even if they are shown to be abandoned on the Contract Drawings, in service until new facilities are provided, tested and ready for use.
- 10.2.9 The Contractor shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed prior to starting work.
- 10.2.10 The Contractor shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same or detrimental effect upon his performance or that of his Subcontractors, caused by or due to rain, snow, ice, run-off, floods, temperature, wind, dust, sand and flying debris; for example, but not by way of limitation, Contractor shall, when necessary, utilize temporary dikes, channels or pumping to carry-off divert or drain water, and shall as necessary tie-down or otherwise secure the Work and employ appropriate covers and screens.
- 10.2.11 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the protection of material, equipment and property. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.
- 10.2.12 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 10.2.13 Notification to the Contractor by the Owner, the Construction Program Manager or the Design Consultant of a safety violation will in no way relieve the Contractor of sole and complete responsibility for the correction of said violation, the safety at the Project site, or of sole liability for the consequences of said violation.

10.3 EMERGENCIES

- 10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Owner and the Construction Program Manager of the situation and all actions taken immediately thereafter. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the Owner and Construction Program Manager of the emergency situation and proceed in accordance with the Owner's or Construction Program Manager's instructions. Provided, however, if any loss, damage, injury or death occurs that could have

been prevented by the Contractor's prompt and immediate action, the Contractor shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

END OF ARTICLE 10

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in companies properly licensed and qualified to do business in the State of Florida and acceptable to the Owner such non-surplus lines of insurance as will protect him, the Owner, the Construction Program Manager, the Design Consultant and their agents, representatives, and employees from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts (with Workmen's Compensation and Employer's Liability Insurance in amounts not less than those necessary to meet the statutory requirements of the state having jurisdiction over the Work);
- .2 claims for damages because of bodily injury, sickness or disease, or death of his employees; the Contractor will require his Subcontractors to similarly provide Workmen's Compensation Insurance for all of the latter's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be primary and noncontributing to any insurance possessed or procured by the Owner, and limits of liability shall be not less than those set forth in the Supplementary Conditions of this Contract or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include Contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.21.

11.1.4 Without limiting the above during the term of the Contract, the Contractor shall, at his own expense, purchase and maintain the following insurance with companies licensed to do business in the jurisdiction in which the Project is located and satisfactory to the Owner:

- .1 Workmen's Compensation including Occupational Disease and Employer's Insurance.
 - a. Statutory - Amounts and coverage as required by **State of Florida** Workers' Compensation Laws;
 - b. Employers Liability - At least \$200,000 for each accident;

- .2 Public Contractor's Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such Public Contractor's Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work under this Contract from claims for damages for personal injury including accidental death, as well as from claims for personal property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, Contractual liability and completed operations with limits not less than those stated below:
 - a. Bodily Injury Liability
 - \$500,000 Per Person
 - \$1,000,000 Per Occurrence
 - b. Property Damage Liability
 - \$500,000 Per Person
 - \$1,000,000 Per Occurrence
 - \$2,000,000 Aggregate
 - c. Personal Injury
 - \$500,000 Per Person
 - \$2,000,000 Aggregate

- .3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting; in the amounts noted in paragraph 11.1.4.2;

- .4 Completed Operations and Product Liability: Continuous coverage in force for one year after completion of work in the amounts noted in paragraph 11.1.4.2;

- .5 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than those stated below:
 - a. Bodily Injury Liability
 - \$500,000 Each Person
 - \$1,000,000 Each Occurrence;
 - b. Property Damage Liability
 - \$1,000,000 Each Occurrence;
 - c. Excess/umbrella policy raising the above limits to \$1,000,000; and

- .6 The Contractor shall purchase and maintain during the life of this Contract complete Owner's Protective Liability Insurance in amounts as specified below. Insurance shall be taken out in the name of the Owner.
 - a. Bodily Injury
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - b. Property Damage
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate Limit
 - c. Personal Injury
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
- .7 Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess of umbrella liability policy.

11.1.5 The insurance required by Subparagraph 11.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

11.1.6 All certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

11.1.7 Regarding Property Damage
Include Broad Form Property Damage Endorsement wherein any exclusions relating to loss or damage due to explosion, collapse, or underground property damage have been removed.

11.2 PROPERTY INSURANCE

11.2.1 The Contractor shall purchase Commercial General Liability or other insurance and at all times maintain such insurance as will protect the Contractor, the Owner, the Construction Program Manager, the Owner's representatives, agents and employees, the Design Consultant, Subcontractors and Sub-Subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until acceptance by the Owner. This insurance shall be in the form of "Builders All- Risk", "All-Risk Installation Floater", or equivalent. The Contractor shall cause such policy or policies of

insurance required under this Subparagraph to be endorsed so as to provide that the insurer or insurers waive any right of subrogation against the Owner. Any deductible provision in such insurance shall not exceed the amount set forth in the Supplementary Conditions of the Contract. Notwithstanding any such deductible provision, the Contractor shall remain solely liable for the full amount of any item covered by such insurance.

- 11.2.2 Any loss insured under Subparagraph 11.2.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.2.5. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-Subcontractors in similar manner.
- 11.2.3 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered and paid by property insurance obtained pursuant to this Paragraph 11.2, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-Subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, his consultants, employees, and agents and representatives including the Design Consultant and Construction Program Manager and the Construction Program Manager's consultants, employees and agents and the Design Consultant and his consultants, employees and agents. The Contractor waives as against any Separate Prime Contractor described in Article 6 all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractor by any separate Contractor and his Subcontractors and sub-subcontractors.
- 11.2.4 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with a court order or award. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.
- 11.2.5 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection is made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise mutually agree. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the orders of the court or as otherwise mutually agreed by the parties in interest.
- 11.2.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of the entire Project such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to

the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.3 EFFECT OF SUBMISSION OF CERTIFICATES

11.3.1 The Owner and Construction Program Manager shall be under no obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.

11.4 FAILURE OF COMPLIANCE

11.4.1 Should the Contractor fail to provide and maintain in force any and all insurance, or insurance coverage required by the Contract Documents or by law, or should a dispute arise between Owner and any insurance company of Contractor over policy coverage or limits of liability as required herein, the Owner shall be entitled to recover from the Contractor and its Surety all amounts payable, as a matter of law, to Owner or any other parties, including but not limited to the Construction Program Manager and the Design Consultant, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Contractor or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Contractor is responsible as a matter of law.

11.5 OWNER'S INSURANCE

11.5.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

11.6 LICENSED INSURANCE COMPANIES

11.6.1 All insurance companies providing the above insurance shall be licensed by the **Department Insurance & Treasurer of the State of Florida** and shall be general lines of insurance. No surplus lines of insurance are permitted.

END OF ARTICLE 11

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract, including, but not limited to changes:

- .1 in the Specifications or Drawings;
- .2 in the sequence, method or manner of performance of the Work;
- .3 in the Owner-furnished facilities, equipment, materials, services or site; or
- .4 directing acceleration in the performance of the Work.

12.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

12.2.1 If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Construction Program Manager within ten (10) days of the Contractor's receipt of a request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in or addition to the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors who will perform any portion of the Change in, or addition to, the Work and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to ten percent (10%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen).

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to ten percent (10%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. No traveling or living expenses (hotel) shall be applied to change orders.

The lump sum proposal may include up to six percent (6%) of the amount which the Contractor will pay to any of its Subcontractors for the Change in the Work as a commission to the Contractor.

- 12.2.2 In the event the Contractor fails to submit his proposal within the designated period, the Owner may order the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Construction Program Manager shall unilaterally determine the reasonable cost and time to perform the Work in question, which determination shall be final and binding upon the Contractor.
- 12.2.3 If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-Subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus ten percent (10%) thereof as the total overhead and profit (except that said ten percent (10%) shall not be applied against any payroll costs, as set forth in Subparagraph 12.2.1.). The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgement by the Owner that the items thereon were reasonably required for the Change in the Work.
- 12.2.4 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in this Paragraph 12.2. Overhead and profit, as allowed under this

Paragraph 12.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2, including both its General Conditions at the Project site and its related home office overhead, if any.

12.3 CONTRACTOR NOTICE OF CHANGE

- 12.3.1 If the Contractor asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.
- 12.3.2 If the Contractor intends to assert a claim under this Article, he must, within ten (10) days after receipt of a written Change Order under Subparagraph 12.2 above or the furnishing of a written notice under Subparagraph 12.3.1, submit to the Construction Program Manager a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Construction Program Manager. The statement of claim hereunder may be included in the notice under Subparagraph 12.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, whether incurred at the jobsite or home office, as well as the Contractor's estimate of the schedule impact of the change, if any.
- 12.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Construction Program Manager shall make a unilateral determination as described in Article 12.2.2. The Contractor shall proceed pursuant to the provisions of that Article.

12.4 GENERAL PROVISIONS RELATED TO CHANGES

- 12.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, home office overhead, general conditions, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have expressly agreed, in writing, pursuant to the provisions of Article 12, and which the Contractor, its Subcontractors or Sub-Subcontractors or any other person may incur as a result of delays, interferences, suspensions, accelerations, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 12. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents.
- 12.4.2 CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within five (5) days of the Owner's

request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Construction Program Manager in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

12.4.3 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim for additional compensation of Contract Time relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change.

12.5 ADMINISTRATIVE CHANGES IN THE WORK

12.5.1 The Design Consultant shall have authority to order minor administrative changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written field order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written field orders promptly.

12.6 DIFFERING SITE CONDITIONS

12.6.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown in the Contract Documents or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, he shall immediately give notice to the Construction Program Manager of such conditions before they are disturbed. The Construction Program Manager and the Design Consultant shall thereupon promptly investigate the conditions and if they find that the conditions materially differ from those shown in the Contract Documents, the Design Consultant shall prepare and process a Change Order. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner, Construction Program Manager nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review, or as a result of known conditions at unknown quantities or locations at the site, except as required by any applicable unit prices.

END OF ARTICLE 12

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Owner or the Design Consultant or to requirements specifically expressed in the Contract Documents or to requirements of applicable Construction Permits, it must, if required in writing by the Owner, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Design Consultant or the Owner has not specifically requested to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs. If such condition was caused by a separate Contractor, Contractor may proceed against and only against, said separate Contractor as provided in Article 6.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial or Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Construction Program Manager's additional services made necessary thereby.

13.2.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

13.2.3.1.1 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate Contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 14.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant, attorneys and the Construction Program Manager made necessary thereby. If

such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.4 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.

13.2.5 Nothing contained in Article 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.6 hereof. The establishment of the time period of one year after the Date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work which became deficient within such period of time, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to knowingly accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order must be issued to reflect the Owner's knowing acceptance of defective work and a reduction in the Contract sum where appropriate and equitable, or the Owner may elect to accept payment in materials or services, in lieu of a reduction in the Contract sum. If the amount of a reduction is determined after final payment, it shall be paid to the Owner by the Contractor. The only method for the Owner to accept defective or non-conforming Work shall be by a written change order signed by the **St. Johns County School Board**. Absent such a change order, no acceptance of defective or non-conforming Work is permitted.

END OF ARTICLE 13

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of one hundred twenty (120) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Construction Program Manager and the Design Consultant, terminate the Contract and recover from the Owner the reasonable value of the labor and materials actually furnished for the portion of the Work completed. The Contractor shall not be entitled to collect and hereby expressly waives and releases any claim to any profit on work not performed and for any damages related to that portion of the Contract which was not completed.

14.2 TERMINATION FOR CONVENIENCE OF THE OWNER

14.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 14.4. Contractor shall include termination clauses identical to Article 14 in each of his Subcontracts.

14.3 DEFAULT TERMINATION

14.3.1 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:

- .1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;
- .2 if the Contractor is in material default in carrying out any provisions of the Contract;
- .3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workmen or proper equipment or materials;
- .4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;

- .5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - .6 if the Contractor violates any provisions of the Contract Documents; or
 - .7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 14.3.2 The right of the Contractor to proceed shall not be so terminated under this Paragraph 14.3 because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his Subcontractors as specifically set forth in Paragraph 8.3 hereof.
- 14.3.3 If, after the Contractor has been terminated for default pursuant to Paragraph 14.3, it is determined that none of the circumstances set forth in Subparagraph 14.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 14.2. In such case, the Contractor's sole remedy will be recovery of its reasonably incurred costs as permitted by Article 14.4.
- 14.3.4 If the Owner terminates the employment of the Contractor, pursuant to Article 14.3, the Contractor shall not be entitled to receive any further payment until the Work is Finally Completed. If the then remaining unpaid balance of the Contract Sum exceeds the costs of completion of the Work, (including compensation for additional managerial, administrative, legal and inspection services and any damages for delay) such excess shall be paid to the Contractor.
- 14.3.5 If such completion costs and expenses shall exceed the remaining unpaid balance of the Contract Sum, the Contractor and his Surety shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the work that is not terminated.

14.4 ALLOWABLE TERMINATION COSTS

- 14.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 14.2, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor in accordance with Subparagraph 14.4.2, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred.

14.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 14.2, the Owner shall pay the Contractor the reasonable costs determined by the Construction Program Manager as follows:

- .1 an amount for supplies, services, or property accepted by the Owner pursuant to Clause 14.5.1.6 or sold or acquired pursuant to Clause 14.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
- .2 the total of:
 - (1) the reasonable cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses 14.4.2.1 or 14.4.2.2.(2);
 - (2) the reasonable cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 14.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and
 - (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.
- .3 Provided, however, that neither the Owner, the Construction Program Manager nor the Design Consultant will be liable for payments to Subcontractors or Contractor's termination costs for same pursuant to Article 14.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 14. The Owner, Construction Program Manager and the Design Consultant will not be liable to the Contractor or any of his Subcontractors for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

14.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 14.4, there shall be deducted the following:

- .1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
- .2 any claim which the Owner may have against the Contractor;

- .3 such amount as the Construction Program Manager determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- .4 the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Clause 14.5.1.7, and not otherwise recovered by or credited to the Owner.

14.4.4 The total sum to be paid to the Contractor under Paragraph 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Subparagraph 14.4.2, the fair value, as determined by the Construction Program Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause 14.5.1.7.

14.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 14.3, the Owner may procure, upon such terms and in such manner as the Construction Program Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

14.5 GENERAL TERMINATION PROVISIONS

14.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 14.2 or 14.3, and except as otherwise directed by the Construction Program Manager, the Contractor shall:

- .1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
- .2 place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- .3 except as assigned to Owner as set forth below, terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- .4 at the option of the Owner and the Construction Program Manager, assign to the Owner in the manner, at the times and to the extent directed by the Construction Program Manager, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Construction Program Manager, to

the extent he may require, which approval or ratification shall be final for all the purposes of this Article;

- .6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Construction Program Manager to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:
 - (1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and
 - (2) the completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;
 - .7 use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Construction Program Manager, any property of the types referred to in Clause 14.5.1.6; provided, however, that the Contractor:
 - (1) shall not be required to extend credit to any buyer, and
 - (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Construction Program Manager; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Construction Program Manager may direct;
 - .8 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - .9 take such action as may be necessary, or as the Construction Program Manager may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 14.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Construction Program Manager, photographs, micro-photographs or other authentic reproductions thereof.
- 14.5.3 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 14.4.

- 14.5.4 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 14.
- 14.5.5 Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 14.5.6 Pursuant to section, 287.135(3)(b), Florida Statutes, any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

END OF ARTICLE 14

END OF GENERAL CONDITIONS

SECTION SC

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

The General Conditions are further revised and supplemented by the provisions of these Supplementary Conditions. The General Conditions and the Supplementary Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor and all Subcontractors and Sub-Subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect.

SUPPLEMENTAL CONDITION TO BE INSERTED INTO CONSTRUCTION CONTRACT DOCUMENTS WHEN NO CONSTRUCTION PROGRAM MANAGER IS BEING USED ON THE PROJECT

(Insert this Supplemental Condition into the Construction Contract Documents when a Construction Program Manager is NOT being used in connection with the Project)

Supplemental Condition _3.2__

Notwithstanding anything to the contrary contained in the other parts of the Contract Documents, the St. Johns County School District does not intend to utilize the services of a Construction Program Manager on this Project. As a result, the duties, services and activities described for the Construction Program Manager in the other portions Contract Documents shall be performed by the Design Consultant. The other portions of the Contract Documents are hereby amended to substitute the term Design Consultant in lieu of the term Construction Program Manager when referencing those duties, services or activities. This provision shall control over any conflicting provisions contained elsewhere in the Contract Documents.

******* Should also insert any other Supplemental Conditions such as any conditions required for projects which utilize Federal Funds (i.e., such as Davis-Bacon Wage Rate requirements; Buy American Act requirements; MBE requirements; etc.)**

END OF SUPPLEMENTARY CONDITIONS

***** Attach Performance and Payment Bond Samples *****

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St. Johns County School District E-Verify Requirements

- A. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
1. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Name of Firm: _____

Address: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____



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executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

ST. JOHNS COUNTY SCHOOL DISTRICT

**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,
FLORIDA STATUTES, 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 St. Johns County, Florida (Hereinafter "Board" or "School Board") by _____
(Print individual's name and title)

for _____ whose
(Print Name of entity submitting sworn statement)

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 on
(Print individual's name and title)

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 amended 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, 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 further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.

7. I understand that as a _____ (e.g. A private bus service contractor) all
(Type of entity)
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 of St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors 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.
9. I understand that the School Board will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. 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. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business with the School Board.
13. 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, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS 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, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

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DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)

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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 commercial door hardware for the following:

1. Swinging doors.
2. Sliding doors.
3. Other doors to the extent indicated.

- B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical door hardware.
3. Cylinders specified for doors in other sections.

- C. Related Sections:

1. Division 08 Section "Operations and Maintenance".
2. Division 08 Section "Door Schedule".
3. Division 08 Section "Door Hardware Schedule".
4. Division 08 Section "Hollow Metal Doors and Frames".
5. Division 08 Section "Flush Wood Doors".
6. Division 08 Section "Aluminum-Framed Entrances and Storefronts".
7. Division 28 Section "Access Control Hardware Devices".

- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
3. ICC/IBC - International Building Code.
4. NFPA 70 - National Electrical Code.
5. NFPA 80 - Fire Doors and Windows.
6. NFPA 101 - Life Safety Code.
7. NFPA 105 - Installation of Smoke Door Assemblies.
8. State Building Codes, Local Amendments.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
1. ANSI/BHMA Certified Product Standards - A156 Series.
 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
 3. ANSI/UL 294 - Access Control System Units.
 4. UL 305 - Panic Hardware.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of 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.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

- C. Shop Drawings: Details of electrified access control hardware indicating the following:
1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.
 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary Integrated Wiegand Access Control Products.
- E. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- F. Informational Submittals:
1. Hurricane Resistant Openings (State of Florida): Within the State of Florida, provide copy of current State of Florida Product Approval as proof of compliance that doors, frames and hardware for exterior opening assemblies have been tested and approved for use at the wind load and design pressure and debris impact resistance level requirements specified for the Project.
 - a. Hurricane Resistant Components (State of Florida): Within the State of Florida, provide copy of independent, third party certified listing to ANSI A250.13.
 2. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

1.4 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

- B. Project Record Documents: Provide record documentation of as-built door hardware sets in digital format (.pdf, .docx, .xlsx, .csv) and as required in Division 01, Project Record Documents.

1.5 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware 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.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Hurricane Resistant Exterior Openings (State of Florida including the High Velocity Hurricane Zone (HVHZ)): Provide exterior door hardware as complete and tested assemblies, or component assemblies, including approved doors and frames specified under Section 081113 "Hollow Metal Doors and Frames", to meet the design pressures, debris impact resistance, and glass and glazing requirements as detailed in the current State of Florida building code sections applicable to the Project.
 - 1. Each unit to bear third party permanent label in accordance with the Florida Building Code requirements.
- G. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

- H. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.

- I. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures

- J. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

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1.7 COORDINATION

- A. **Templates:** Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. **Door Hardware and Electrical Connections:** Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. **Door and Frame Preparation:** Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.8 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. **Warranty Period:** Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. **Warranty Period:** Unless otherwise indicated, warranty shall be one year from date of Substantial Completion.

1.9 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 door hardware.

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PART 2 - PRODUCTS

2.1 BUTT HINGES

A. Hinges: ANSI/BHMA A156.1 butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:

- a. Two Hinges: For doors with heights up to 60 inches.
- b. Three Hinges: For doors with heights 61 to 90 inches.
- c. Four Hinges: For doors with heights 91 to 120 inches.
- d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:

- a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
- b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

- a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
- b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following:

- a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.

5. Manufacturers:

- a. McKinney (MK) - TA/T4A Series, 5-knuckle.

2.2 CONTINUOUS HINGES

A. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 continuous geared hinge. with minimum 0.120-inch thick extruded 6063-T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.

1. Where specified, provide modular continuous geared hinges that ship in two or three pieces and form a single continuous hinge upon installation.

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2. Manufacturers:
 - a. Pemko (PE).

2.3 POWER TRANSFER DEVICES

- A. Electrified Quick Connect Continuous Geared Transfer Hinges: Provide electrified transfer continuous geared hinges with a removable service panel cutout accessible without de-mounting door from the frame. Furnish with Molex™ standardized plug connectors with sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Manufacturers:
 - a. Pemko (PE) - SER-QC (# wires) Option.

2.4 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: Provide products conforming to ANSI/BHMA A156.3 and A156.16, Grade 1.

1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
2. Furnish dust proof strikes for bottom bolts.
3. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
5. Manufacturers:

- a. Rockwood (RO).

- B. Coordinators: ANSI/BHMA A156.3 door coordinators consisting of active-leaf, hold-open lever and inactive-leaf release trigger. Model as indicated in hardware sets.

1. Manufacturers:
 - a. Rockwood (RO).

- C. Door Push Plates and Pulls: ANSI/BHMA A156.6 door pushes and pull units of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.

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3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Pulls, where applicable, shall be provided with a 10" clearance from the finished floor on the push side to accommodate wheelchair accessibility.
5. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets. When through-bolt fasteners are in the same location as a push plate, countersink the fasteners flush with the door face allowing the push plate to sit flat against the door.
6. Manufacturers:
 - a. Rockwood (RO).

2.5 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
 1. Manufacturers:
 - a. Sargent Manufacturing (SA).
 - b. Match Existing, Field Verify.
 - c. No Substitution.
- B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
 1. Threaded mortise cylinders with rings and cams to suit hardware application.
 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 4. Tubular deadlocks and other auxiliary locks.
 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 6. Keyway: Match Facility Standard.
- C. Keying System: Each type of lock and cylinders to be factory keyed.
 1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 3. Existing System: Field verify and key cylinders to match Owner's existing system.
- D. Key Quantity: Provide the following minimum number of keys:
 1. Change Keys per Cylinder: Two (2)
 2. Master Keys (per Master Key Level/Group): Five (5).
 3. Construction Keys (where required): Ten (10).

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E. Construction Keying: Provide construction master keyed cylinders.

F. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.6 KEY CONTROL

A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.

1. Manufacturers:
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).
 - c. Telkee (TK).

2.7 CYLINDRICAL LOCKS AND LATCHING DEVICES

A. Tubular Locksets, Grade 1 (Extra Heavy Duty): ANSI/BHMA A156.2, Series 4000, Operational Grade 1 Certified Products Directory (CPD) listed tubular locksets. Listed manufacturers shall meet all functions and features as specified herein.

1. Manufacturers:
 - a. Sargent Manufacturing (SA) - 11 Line.
 - b. No Substitution.

2.8 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

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1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.9 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. Exit devices shall have a five-year warranty.
2. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
3. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
4. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
5. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
12. Hurricane and Storm Shelter Compliance: Devices to be U.L. listed for windstorm assemblies where applicable. Provide the appropriate hurricane or storm shelter products that have been independently third party tested, certified, and labeled to meet state and local windstorm building codes applicable to project.

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- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein.
1. Provide exit devices with functions and features as follows:
 - a. Where required by code, provide knurling or abrasive coating on all levers leading to hazardous areas.
 - b. Meets UL and CUL Standard 10C Positive Pressure, Fire Test of Door Assemblies with levers that meet A117.1 Accessibility Code.
 - c. Five-year limited warranty for mechanical features.
 2. Electromechanical exit devices shall have the following functions and features:
 - a. Universal Molex plug-in connectors that have standardized color-coded wiring and are field configurable in fail safe or fail secure and operate from 12vdc to 24vdc regulated.
 - b. EcoFlex or equivalent technology that reduces energy consumption up to 92% as certified by GreenCircle.
 - c. Options to be available for request-to-exit or enter signaling, latchbolt and touchbar monitoring.
 - d. Field configurable electrified trim to fail-safe or fail-secure that operates from 12-24VDC.
 - e. Five-year limited warranty for electromechanical features.
 3. Manufacturers:
 - a. Sargent Manufacturing (SA) - 80 Series.
 - b. No Substitution.
- C. Extruded Aluminum Removable Mullions: ANSI/BHMA A156.3 anodized, removable mullions with malleable-iron top and bottom retainers. Mullions to be provided standard with stabilizers and imbedded weatherstrip.
1. Manufacturers:
 - a. Same as exit device manufacturer.
- D. Steel Removable Mullions: ANSI/BHMA A156.3 steel removable mullions with options for fire rating, locking, through-wire electrification and hurricane compliance as specified.
1. Provide mullions with functions and features as follows:
 - a. Provide keyed removable feature where specified in the Hardware Sets.
 - b. Provide stabilizers and mounting brackets as required.
 2. Manufacturers:
 - a. Same as exit device manufacturer.

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2.10 INTEGRATED WIRED OUTPUT EXIT DEVICES - MULTI-CLASS READER

- A. Integrated Wired Output Multi-Class Exit Hardware: Wiegand output ANSI 156.3 Grade 1 rim, mortise, and vertical rod exit device hardware with integrated card reader with or without keypad option, latchbolt and touchbar monitoring, and request-to-exit signaling, in one complete unit. Hard wired, solenoid driven locking/unlocking control of the lever handle exit trim with 3/4" throw latch bolt. U.L listed and labeled for either panic or "fire exit hardware" for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.
1. Open architecture, hard wired platform supports centralized control of locking units with new or existing Wiegand or OSDP compatible access control systems. Inside push bar (request-to-exit) signaling and door position (open/closed status) monitoring (via separately connected DPS).
 2. Integrated reader supports the following credentials:
 - a. 125kHz proximity credentials: HID, AWID, Indala, and EM4102.
 - b. 13.56 MHz proximity credentials: HID Secure Identity Object™ (SIO) on iCLASS Seos, HID iCLASS, HID iCLASS SE/SR, MIFARE Classic, DESFire EV1 and EV2.
 - c. 2.4 GHz credentials: Secure Identity Object™ (SIO) on Mobile IDs (Bluetooth Smart)
 - d. ISO14443A/B (PIV-compatible Transparent FASC-N read) available with pivCLASS variant
 - e. NFC-enabled mobile phones
 - f. PIN code only or PIN + credential with keypad option
 3. 12VDC external power supply required for reader. 24VDC required for solenoid operated exit trim. Fail safe or fail secure options.
 4. Installation requires only one cable run from the exit hardware to the access control panel without requirements for additional proprietary lock panel interface boards or modules.
 5. Competitor Alternates Allowed Option: Installation to include manufacturer's access control panel interface board or module where required for Wiegand or OSDP output protocol.
 6. Manufacturers:
 - a. Sargent Manufacturing (SA) - SN200 80 Series.
 - b. No Substitution.

2.11 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.

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2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Heavy duty surface mounted door closers shall have a 30-year warranty.
2. Manufacturers:
 - a. Sargent Manufacturing (SA) - 351 Series.
 - b. No Substitution.

2.12 SURFACE MOUNTED CLOSER HOLDERS

A. Electromagnetic Door Holders: ANSI A156.15 electromagnetic door holder/releases with a minimum 20 to 40 pounds holding power and single coil construction able to accommodate 12VDC, 24VAC, 24VDC and 120VAC. Coils to be independently wound, employing an integral fuse and armatures to include a positive release button.

1. Manufacturers:
 - a. Norton Rixson (RF) - 980/990 Series.

2.13 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width

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and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
 - a. Rockwood (RO).

2.14 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
 1. Manufacturers:
 - a. Rockwood (RO).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
 1. Manufacturers:
 - a. Norton Rixson (RF).

2.15 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

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- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NFPA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
 - 1. Pemko (PE).

2.16 ELECTRONIC ACCESSORIES

- A. Door Position Switches: Door position magnetic reed contact switches specifically designed for use in commercial door applications. On recessed models the contact and magnetic housing snap-lock into a 1" diameter hole. Surface mounted models include wide gap distance design complete with armored flex cabling. Provide SPDT, N/O switches with optional Rare Earth Magnet installation on steel doors with flush top channels.
 - 1. Manufacturers:
 - a. Sargent Manufacturing (SA) - 3280 Series.
- B. Wiegand Test Unit: Test unit verifies proper Wiegand output integrated card reader lock installation in the field by testing for proper wiring, card reader data integrity, and lock functionality including lock/unlock, door position, and request-to-exit status. 12 or 24VDC voltage adjustable operating as Fail Safe or Fail Secure.
 - 1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - WT2 Wiegand Test Unit.
- C. Intelligent Switching Power Supplies: Provide power supplies with single, dual or multi-voltage configurations at 12 and/or 24VDC. Power Supply shall have battery backup function with an integrated battery charging circuit. The power supply shall have a standard, integrated Fire

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Alarm Interface (FAI). The power supply shall provide capability for secondary voltage, power distribution, direct lock control and network monitoring through add on modules. The power supply shall be expandable up to 16 individually protected outputs. Output modules shall provide individually protected, continuous outputs and/or individually protected, relay controlled outputs. Network modules shall provide remote monitoring functions such as status reporting, fault reporting and information logging.

1. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.
2. Manufacturers:
 - a. Securitron (SU) - AQL Series.

2.17 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.18 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

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3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- 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."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and 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.
- D. Push Plates and Door Pulls: When through-bolt fasteners are in the same location as a push plate, countersink the fasteners flush with the door face allowing the push plate to sit flat against the door.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with

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approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.

1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
 1. Quantities listed are for each pair of doors, or for each single door.
 2. The supplier is responsible for handing and sizing all products.
 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION
Construction Documents

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. RO - Rockwood
4. SA - SARGENT
5. RF - Rixson
6. SU - Securitron
7. OT - Other

Hardware Sets

Set: 1.0

Doors: 2-1100, 2-1100C, 2-1106

Description: EXT ALUM PAIR w/ CARD ACCESS

2 Continuous Hinge	CFMXXHD1-SER12		PE
1 CVR Exit Dev, Dummy RX	16 21 55 AD8610 862 GMK	US32D	SA
1 CVR Exit Dev, ELR, RX	21 56-SN200-AD8610 BIPS-0E		
	106 x 862 GMK	US32D	SA
2 Door Closer	TB 351 CPSH	EN	SA
1 Threshold	2005AV x Opening Width		PE
2 ElectroLynx Harness	QC-C1500P Hinge to J-Box		MK
2 ElectroLynx Harness	QC-C012 Hinge to Device		MK
2 Door Position Switch	3287		SA
1 Power Supply	AQL Series as required		SU

Notes: Balance of hardware including perimeter weatherstripping by the aluminum door supplier. Provide necessary drop plates and fillers for proper installation of door closers. Exterior doors shall meet FBC standards for windstorm. The hardware specified is listed as a basis of design with Enviralum Industries. If alternate hardware is proposed, please provide third-party test results and compliance information to architect. Minimum 5" wide stiles required at aluminum doors.

Operational Narrative:

1. Doors normally closed and secure.
2. Authorized access by card reader retracting exit device latch at the active leaf.
3. Exit device latches can be electrically & mechanically held retracted for open access.
4. Egress free for immediate exit.
5. REX switch in push rail allows authorized exit without alarm condition.
6. Door position switches monitor open/closed status.
7. Exit device latches release (fail secure) in event of power loss.
8. Keyed cylinder override for emergency access.
9. Access control panel and security management software by security integrator.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

Set: 2.0

Doors: 2-1104, 2-1130

Description: EXT ALUM PAIR @ STAIR w/ CARD ACCESS

2	Continuous Hinge	CFMXXHD1-SER12		PE
1	CVR Exit Dev, Dummy RX	16 21 55 AD8610 862 GMK	US32D	SA
1	CVR Exit Dev, ELR, RX	21 56-SN200-AD8610 BIPS-0E		
		106 x 862 GMK	US32D	SA
2	Door Closer	TB 351 CPSH	EN	SA
1	Threshold	2005AV x Opening Width		PE
2	ElectroLynx Harness	QC-C1500P Hinge to J-Box		MK
2	ElectroLynx Harness	QC-C012 Hinge to Device		MK
2	Door Position Switch	3287		SA
1	Power Supply	AQL Series as required		SU

Notes: Balance of hardware including perimeter weatherstripping by the aluminum door supplier. Provide necessary drop plates and fillers for proper installation of door closers. Exterior doors shall meet FBC standards for windstorm. The hardware specified is listed as a basis of design with Enviralum Industries. If alternate hardware is proposed, please provide third-party test results and compliance information to architect. Minimum 5" wide stiles required at aluminum doors.

Operational Narrative:

1. Doors normally closed and secure.
2. Authorized access by card reader retracting exit device latch at the active leaf.
3. Exit device latches can be electrically & mechanically held retracted for open access.
4. Egress free for immediate exit.
5. REX switch in push rail allows authorized exit without alarm condition.
6. Door position switches monitor open/closed status.
7. Exit device latches release (fail secure) in event of power loss.
8. Keyed cylinder override for emergency access.
9. Access control panel and security management software by security integrator.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

Set: 3.0

Doors: 2-1131

Description: EXT MECHANICAL ROOM PAIR

2	Continuous Hinge	CFMXXHD1-M		PE
2	Surface Bolt	988	Zinc	SA
1	Storeroom Lock	21 76 8251 LNL GMK	US26D	SA
1	Surf Overhead Hold Open	9-X26	630	RF
1	Door Closer	TB 351 CPSH	EN	SA
1	Astragal Seal	S771D		PE
2	Jamb Gasketing	290AS x Door Height		PE
1	Head Gasketing	2891AS x Opening Width		PE
1	Threshold	2005AV x Opening Width		PE
2	Door Position Switch	3287		SA

Notes:

Astragal Included By Door Mfg

Exterior doors shall meet FBC standards for hurricane code compliance. The hardware specified is listed as a basis of design. If alternate hardware is proposed, please provide third-party test results and compliance information to architect.

Set: 4.0

Doors: 2-1109, 2-1211

Description: ELECTRICAL (panic)

3	Hinge (heavy weight)	T4A3786 NRP 4-1/2" x 4-1/2"	US26D	MK
1	Rim Exit Device, Storeroom	12 21 8804 ETL GMK	US32D	SA
1	Door Closer	TB 351 P10	EN	SA
1	Kick Plate	K1050 12"	US32D	RO
1	Wall Stop	409	US32D	RO
1	Gasketing	S88BL		PE

Notes: Template closer for 180 degree swing.

Set: 5.0

Doors: 2-1102, 2-1103, 2-1105, 2-1107, 2-1108, 2-1202, 2-1204, 2-1206, 2-1208, 2-1210

Description: CLASSROOM ENTRY (panic)

3	Hinge (heavy weight)	T4A3786 NRP 4-1/2" x 4-1/2"	US26D	MK
1	Rim Exit Device, Storeroom	LD 21 8804 ETL GMK	US32D	SA
1	Door Closer	TB 351 P10	EN	SA
1	Kick Plate	K1050 12"	US32D	RO
1	Wall Stop	409	US32D	RO
1	Gasketing	S88BL		PE

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

Set: 6.0

Doors: 2-1104A, 2-1130A, 2-1205, 2-1213

Description: STAIR PAIR w/ MAG HOLD OPEN

6 Hinge (heavy weight)	T4A3786 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Mullion	12-L980	PC	SA
1 Rim Exit Device, Passage	12 8815 ETL	US32D	SA
1 Rim Exit Device, Exit Only	12 8810 EO	US32D	SA
1 Mullion Cylinder	21 980C1 GMK	US26D	SA
2 Door Closer	TB 351 O	EN	SA
2 Kick Plate	K1050 12"	US32D	RO
2 Electromagnetic Holder	998	689	RF
1 Gasketing	S88BL		PE
1 Mullion Gasketing	5110BL x Door Height		PE

Notes: Wall magnets are tied to fire alarm system & release at smoke activation.
Provide floor magnet in lieu of wall magnet where necessary.

Set: 7.0

Doors: 2-1203C, 2-1203D, 2-1209C, 2-1209D

Description: VESTIBULE @ CLASSROOM RESTROOM

3 Hinge, Full Mortise, Hvy Wt	T4A3786 4-1/2" x 4-1/2"	US26D	MK
1 Pull Plate	BF T111x70C	US32D	RO
1 Push Plate	70C	US32D	RO
1 Door Closer	TB 351 P10	EN	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
3 Silencer	608		RO

Set: 8.0

Doors: 2-1101A, 2-1201A

Description: TOILET @ TEACHER PLANNING

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Privacy Set	28 11U65 LL	US26D	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
3 Silencer	608		RO

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

Set: 9.0

Doors: 2-1102A, 2-1103A, 2-1105A, 2-1107A, 2-1108A, 2-1203A, 2-1203B, 2-1206A, 2-1209A, 2-1209B

Description: TOILET @ CLASSROOM

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Privacy Set	28 11U65 LL	US26D	SA
1 Surface Overhead Stop	9-X36	630	RF
1 Kick Plate	K1050 12"	US32D	RO
3 Silencer	608		RO

Set: 10.0

Doors: 2-1100A, 2-1200A

Description: TOILET w/ CLOSER

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Privacy Set	28 11U65 LL	US26D	SA
1 Door Closer	TB 351 O	EN	SA
2 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
1 Gasketing	S88BL		PE

Set: 11.0

Doors: 2-1100B, 2-1200B

Description: CUSTODIAL

3 Hinge, Full Mortise	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Storeroom Lock	21 28 11G04 LL GMK	US26D	SA
1 Door Closer	TB 351 O	EN	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
1 Gasketing	S88BL		PE

Set: 12.0

Doors: 2-1120, 2-1212, 2-1214A

Description: ELEC / MECH / IDF

3 Hinge, Full Mortise	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Storeroom Lock	21 28 11G04 LL GMK	US26D	SA
1 Door Closer	TB 351 P9	EN	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
1 Gasketing	S88BL		PE

Notes: Template closer for 180 degree swing.

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION

Construction Documents

Set: 13.0

Doors: 2-1101, 2-1201

Description: TEACHER PLANNING

3 Hinge, Full Mortise	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Storeroom Lock	21 28 11G04 LL GMK	US26D	SA
1 Door Closer	TB 351 P9	EN	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Wall Stop	409	US32D	RO
1 Gasketing	S88BL		PE

Set: 14.0

Doors: 2-1106A, 2-1207A

Description: TEACHER PLANNING (stop arm)

3 Hinge, Full Mortise	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Storeroom Lock	21 28 11G04 LL GMK	US26D	SA
1 Door Closer	TB 351 CPS	EN	SA
1 Kick Plate	K1050 12"	US32D	RO
1 Gasketing	S88BL		PE

Set: 15.0

Doors: 2-1214

Description: MECHANICAL PAIR

6 Hinge, Full Mortise	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1 Flush Bolt	2845	US26D	RO
1 Dust Proof Strike	570	US26D	RO
1 Storeroom Lock	21 28 11G04 LL GMK	US26D	SA
1 Coordinator	2672	US28	RO
2 Mounting Bracket	2601D	Gray	RO
2 Door Closer	TB 351 P9	EN	SA
2 Wall Stop	409	US32D	RO
1 Astragal	S771BL		PE
1 Gasketing	S88BL		PE

Notes: Astragal Included By Door Mfg

SOUTH WOODS ELEMENTARY SCHOOL, CLASSROOM EXPANSION
Construction Documents

Set: 16.0

Doors: 2-1102B, 2-1107B, 2-1202A, 2-1208A

Description: OPERABLE PARTITION

1 OPERABLE PARTITION	All hardware complete by manufacturer	OT
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END OF SECTION 087100