



# **CONSTRUCTION PROJECT**

## **REQUEST FOR PROPOSAL (RFP)**

**RFP NO. 5006-0-2020**

### **JENSEN BEACH HIGH SCHOOL (JBHS) BALLFIELD IMPROVEMENTS**

**PURCHASING DEPARTMENT  
2845 SE DIXIE HWY STUART, FL., 34997  
TEL (772) 219-1255  
EMAIL [bids@martin.k12.fl.us](mailto:bids@martin.k12.fl.us)**



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### NOTICE OF REQUEST FOR PROPOSAL

Sealed Proposal packages must be received either by mail or hand delivery and time stamped in the Purchasing Office, on or before the date and time referenced below. It is the proposer’s responsibility to ensure that proposals are received in the Purchasing Department. Proposals received after closing date and time or submitted to any other District office will not be accepted or considered and will be retained unopened.

Solicitation Documents may be obtained by registering with DemandStar or Vendor Registry from the Purchasing Website: <https://www.martinschools.org/Page/945>.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by Demand Star and Vendor Registry to planholders/members.

The following meeting dates are subject to change according to the needs of the District.

RFP Number:	5006-0-2020
RFP Name:	Jensen Beach High School (JBHS) Ballfield Improvements
RFP Advertising/Publish Date:	February 18, 2020, February 25, 2020 & March 3, 2020
Preproposal Meeting followed by Site Visit:	March 6, 2020, at 10:00am
Questions Deadline:	March 10, 2010, by no later than 2:00 PM
RFP Closing Date/Time:	March 19, 2020, by no later than 2:00 PM
Proposed Evaluation Committee Mtg	March 20, 2020 at 11:00am
Anticipated Award / Contract Date	April 21, 2020
Contact Information:	Phone: (772) 219-1255 ext 203 Email: <a href="mailto:bids@martin.k12.fl.us">bids@martin.k12.fl.us</a>
Email Notifications:	Start all email subject lines with the RFP number for faster recognition.
Submittal Requirements:	<b>ONE (1) MARKED ORIGINAL, ONE FLASH DRIVE, AND FOUR (4) PHOTOCOPIES, OF THE COMPLETED PACKAGE</b> in a sealed package to the address listed below. Facsimile or electronic responses shall not be accepted.
Submit RFP to:	Martin County School District Attn: Purchasing Department 2845 SE Dixie Hwy, Stuart, FL., 34997-5037
Mark Outside of Envelope	The Project Name, RFP Number, and time and date of the RFP opening shall be clearly marked on the outside of sealed package.
RFP Statement of Work:	This project consists of soliciting a licensed general contractor or contractor for the work required for the improvements to the Baseball and Softball Fields at Jensen Beach High School (JBHS).

Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs.

The District reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for proposals, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the District.



**ADVERTISEMENT PUBLICATION**

Martin County School Board  
2845 S.E. Dixie Highway  
Stuart, FL 34997

**RFP# 5006-0-2020**

**JENSEN BEACH HIGH SCHOOL (JBHS) BALLFIELD IMPROVEMENTS**

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The School Board of Martin County, Florida, is seeking qualified, experienced, licensed General Contractors to perform the required work for the improvements to the Baseball and Softball Fields located at Jensen Beach High School (JBHS) 2875 NW Goldenrod Road, Jensen Beach, FL 34957. All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, mobilization/demobilization, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, cleanup and other means of construction necessary to complete the described work in accordance with drawings, specifications, and other contract documents.

Solicitation Documents may be obtained by registering with DemandStar and/or Vendor Registry from the Purchasing Website: <https://www.martinschools.org/Page/945>. The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

There will be a **non-mandatory pre-proposal meeting**, followed by a site visit, **on March 6, 2020, at 10:00 AM**, at the Jensen Beach High School (JBHS) 2875 NW Goldenrod Road, Jensen Beach, FL 34957. All prospective proposers are encouraged to attend.

Firms desiring to provide the services described shall submit one (1) marked original and four (4) copies with **one (1) electronic copy (PDF format preferred) on a flash drive** of their submittal package, containing all of the required information **no later than 2:00pm, March 19, 2020** to:

**Mail/Overnight/Hand Deliver Submittal Responses to:**

Martin County School District  
Attn: Purchasing Department  
2845 SE Dixie Hwy  
Stuart, FL., 34997-5037

**Mark outside of envelope:** RFP#, Project Name, time and date of the RFP opening

**Questions:** Email [bids@martin.k12.fl.us](mailto:bids@martin.k12.fl.us)

Publish Date: February 18, 2020, February 25, 2020 & March 3, 2020



## SECTION II

### DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

- 1.1. **Acceptance:** By the DISTRICT'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.
- 1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract
- 1.3. **Application for Payment:** The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **RFP:** The formal firm price offer of the PROPOSER submitted on the prescribed form setting forth the prices for the WORK in response to the REQUEST FOR PROPOSALS.
- 1.5. **PROPOSER:** Any person, firm or corporation submitting to this RFP for the Work directly to the DISTRICT.
- 1.6. **RFP Documents:** Includes the Request for Proposal, Instructions to Proposers, RFP Form, and proposed Contract Documents (including all Addenda issued prior to receipt of RFPs).
- 1.7. **Bonds:** Bond Guarantee, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.
- 1.8. **Cable:** An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath
- 1.9. **Change Order:** A written order to the CONTRACTOR executed by the DISTRICT, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- 1.10. **Consultant/Engineer of Record:** The Architect or Engineer, also referred to as **EOR (Engineer or Record)**, firm or corporation named as such in the Contract Documents that acts as the District's authorized agent within the scope of work entrusted to them by the District.
- 1.11. **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.
- 1.12. **Contract:** The written agreement between DISTRICT and CONTRACTOR covering the WORK to be performed.
- 1.13. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Board approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor.
- 1.14. **Contract Price:** The total monies payable by the DISTRICT to the CONTRACTOR under the terms and conditions of the Contract Document.
- 1.15. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.
- 1.16. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the DISTRICT has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.
- 1.17. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.
- 1.18. **Defective Work:** WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the Consultant's recommendation of final payment.
- 1.19. **District:** The Martin District School District, Florida, a Florida school district, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the WORK is to be provided.
- 1.20. **District Representative:** The person or persons designated by the DISTRICT'S PROJECT MANAGER. The DISTRICT'S PROJECT MANAGER. This may include the CONSULTANT/EOR.
- 1.21. **DP:** Dead pair s: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.
- 1.22. **Drawings:** The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by Consultant and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.
- 1.23. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.
- 1.24. **Field Order:** A written order issued by the DISTRICT'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Article 9.4 or orders minor changes in the Work in accordance with Article 10.1 of Supplementary Conditions.
- 1.25. **GEC:** Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source of separately derived system

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph SECTION II

1.26.**GP**: Grounding electrode: Conductor (rod, pipe or plate or a group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.

1.27. **General Requirements**: See Special Conditions and Division 1 of the Technical Specifications.

1.28.**Handbox**: Rectangular or square underground pathway element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway

1.29.**Handhole**: A round underground pathway element similar to a handbox, which cannot be fully entered, that allows for a pulling point in a pathway

1.30.**ICP**: Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, fire walls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.

1.31.**Identifier**: An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.

1.32.**Infrastructure (Information Transport System)**: A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus

1.33. **Irregular Bids**: Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.34.**ITS**: Information Transport System: Copper cabling or optical fiber for transmission of information on School District property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to School District-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying School District's information. Pathways are not limited by School District's ownership, but include those owned by a third party. Information Transport System may be referred to as "the network" within project documents

1.35.**Laws and Regulations**: Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.36.**Linkage**: A connection between a record and an identifier or between records.

1.37.**Maintenance (man) holes**: Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.

1.38.**Media (Information Transport System)**: Wire, cable, or conductors used for Information Transport System.

1.39. **Notice to Proceed**: The written notice issued by the DISTRICT, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

1.40. **Notice of Tentative (or Intent to) Award**: The official written notice by the DISTRICT to the apparent successful PROPOSER giving authorization to enter into an agreement, stating that upon compliance and Board approval with the conditions precedent enumerated therein within the time specified, and receipt of accepted offer.

1.41.**OB**: Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices

1.42.**OCP**: Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-School District source to School District building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g. OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.

1.43.**Outlet(Connector) (Information Transport System)**: Connecting device in work area on which horizontal cable or outlet cable terminates

1.44.**Partial Utilization**: Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

1.45.**Pathway**: Facility for the placement of Information Transport System cable.

1.46. **Project**: The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.47.**Record**: Collection of detailed information related to specific element of Information Transport System infrastructure

1.48.**Report**: Presentation of collection of information from various records.

1.49. **Resident Project Representative (RPR)**: The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.50.**RESPONSIBLE BIDDER, PROPOSER, OFFERER, QUOTER, OR RESPONDENT** - means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

No proposal will be accepted from, nor will a contract be awarded to, any person who is in arrears to the District, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by the Martin County School Board in its sole discretion

1.51.**RESPONSIVE BIDDER, PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any M/WBE requirements contained within the solicitation.

1.52. **Shop Drawings**: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the COUNTY or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.53. **Space (Information Transport System):** Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/handboxes/handholes

1.54. **Special Conditions:** When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.

1.55. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.56. **Splice:** Joining of conductors in splice closure, meant to be permanent.

1.57. **Splice box:** Box, located in pathway run, intended to house cable splice.

1.58. **Splice closure:** Device used to protect splice.

1.59. **Sub-Proposer:** One who submits a proposal to Primary Proposer.

1.60. **Subcontractor** - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the Site.

1.61. **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

- A. "Substantial Completion" is defined as that point where the District is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that District is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
- B. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Technical Specifications.
- C. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.62. **Successful Proposer:** The most qualified, responsible and responsive Proposer to whom District (on basis of District's evaluation as hereinafter provided) makes an award.

1.63. **Supplementary Conditions:** The part of the Contract Documents which amends or supplements these General Terms and Conditions.

1.64. **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.65. **Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

1.66. **Termination position:** Discrete element of termination hardware where information Transport System conductors are terminated

1.67. **Unbalanced Bids:**

- A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable

actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

- B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that a award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City; or which is so mathematically unbalanced as to result in an advance payment.

1.68. **Unit Price Work:** WORK to be paid for on the basis of unit prices.

1.69. **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.70. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.71. **Work Area (work station):** Building space where occupants interact with Information Transport System terminal equipment

1.72. **Work Change Directive:** A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by the District and recommended by the Consultant/EOR, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequent issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.73. **Written Amendment:** A written amendment of the Contract Documents, signed by the DISTRICT and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly WORK related aspects of the Contract Documents.

149. **Intent of Certain Terms:**

- A. **Furnish, Install, Perform, Provide**
  - 1) The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2) The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3) The words "perform," or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials or equipment complete and ready for intended use.
- B. When "furnish," "install," "perform," or "provide," is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of contractor, "provide" is implied.
- C. Unless stated otherwise in the contract documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the contract documents in accordance with such recognized meaning.

150. **Abbreviations, Acronyms, and Symbols:**

Reference, Design Standards and Abbreviations: Any reference to published specifications or standards of any organization or association or as noted in Florida Building Code, Chapter 2, and



Florida Fire Prevention Code are applicable; and shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

Documents listed shall be standard references currently in effect at project commencement.

In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

**A. ABBREVIATIONS, REFERENCE STANDARDS, AND ACRONYMS**

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACR	Attenuation-to-Crosstalk Ratio
ADA	Americans with Disabilities Act
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AFF	Above finished floor
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
ANSI/UL263	Fire Tests of Building Construction and Materials.
ANSI/UL723	Surface Burning Characteristics of Building Materials.
ANSI/UL1479	Fire Tests of Through Penetration Firestops.
ANSI/UL2079	Tests for Fire Resistance of Building Joint Systems.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHG	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
ASTM/D16	Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.
ASTM/D4442	Test Method for Moisture Content of Wood.
ASTM/E-84	Surface Burning Characteristics of Building Materials.

ASTM/E119	Fire Tests of Building Construction & Materials
ASTM/E814	Fire Tests of Through Penetration Fire Stops,
ASTM/E1966	Test Method for Fire Resistive Joint Systems.
ASTM/E1399	Test Method for Cyclic Movement & Measuring Minimum & Maximum Joint Widths of Architectural Joint Systems
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BD	Building distributor (replacing main-cross connect and MDF as "building service" room identifiers).
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit.
CATV	Community Antenna Television (cable television).
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.
dB	Decibel.
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EF	Entrance Facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far-End Crosstalk
EMC	Electromagnetic Compatibility.
EMI	Electromagnetic Interference.
EMT	Electrical metallic tubing.
ENT	Electrical nonmetallic tubing.
EPA	Environmental Protection Agency
EPDM	Ethylene-polypropylene-diene membrane
ER	Equipment Room. Replacing "TR"
FCC	Federal Communications Commission
FCL	Fluid Control Institute
FD	Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system
FDDI	Fiber Distribution Data Interface.
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FEXT F	Far-End Crosstalk
FMC Flex	Flexible metallic conduit
FOTP	Fiber Optic Test Procedure
FPL	Florida Power and Light
FPS	Feet Per Second
Freq	Frequency
FS	Federal Standards
GA	Gypsum Association
GE	Grouping Equalizer
Gnd	Ground
GPM	Gallons Per Minute

HB Handbook. Also, hose bibb for water supply part of plumbing system.

HC Horizontal Cross-Connect (replaced by floor distributor "FD")

HH Handhole

HMI Hoist Manufacturers Institute

HP Horsepower

HSBII Hartford Steam Boiler Inspection and Insurance Co.

HVAC Heating, Ventilation, and Air Conditioning

Hz Hertz

IC Intermediate Cross-Connect (replaced by building distributor "BD").

ID Inside Diameter

IDC Insulation Displacement Connectors

IEEE Institute of Electrical and Electronic Engineers

IFI Industrial Fasteners Institute

IMC Intermediate metal conduit

IPCEA Insulated Power Cable Engineers Association

IPS Iron Pipe Size

ISO International Organization for Standardization

ISP Inside Cable Plant

LFMC Liquidtight flexible metal conduit

LFNC Liquidtight flexible nonmetallic conduit

Mbps Megabits per second.

MER Main Equipment Room

MF Factory Mutual System

MGD Million Gallons Per Day

MH Maintenance Hole

MHI Materials Handling Institute

MIL Military Specification

MMA Monorail Manufacturers Association

MHz Megahertz

NBFU National Board of Fire Underwriters

NBHA National Builders' Hardware Association

NBR Acrylonitrile-butadiene rubber

NBS National Bureau of Standards

NCSA National Crushed Stone Association

NCSPA National Corrugated Steel Pipe Assoc

NEC National Electrical Code

NECA National Electrical Contractors' Assoc

NEMA National Electrical Manufacturers' Association

NESC National Electric Safety Code, C2-1997.

NFPA National Fire Protection Association

NLA National Lime Association

NPC National Plumbing Code

NPT National Pipe Threads

NR Net work Room

NRTL National Recognized Testing Laboratory

NSC National Safety Council

NSF National Sanitation Foundation

OD Outside Diameter

OSHA U.S. Department of Labor, Occupational Safety and Health Administration

OCP Outside Cable Plant.

OTDR Optical Time Domain Reflectometer

PCA Portland Cement Association

PCI Prestressed Concrete Institute

PR Pair

PS United States Products Standards

PSI Pounds per Square Inch

PSIA Pounds per Square Inch Atmosphere

PSIG Pounds Per Square Inch Gauge

RCDD® Registered Communications Distribution Designer

RPM Revolutions Per Minute

RFI Radio Frequency Interference

RH Relative Humidity.

RNC Rigid nonmetallic conduit.

SAE Society of Automotive Engineers

SDI Steel Decks Institute

SIGMA Sealed Insulating Glass Manufacturer's Association

SJI Steel Joists Institute

SMACNA Sheet Metal and Air Conditioning Contractors' National Association

SM Single Mode

SSI Scaffolding and Shoring Institute

SSPC Steel Structures Painting Council

SSPC Structural Steel Painting Council

STA Station (100 feet)

TAS Technical Aid Series

TBB Telecommunication Bonding Backbone

TCA Tile Council America

TDH Total Dynamic Head

TE Telephone Equipment (Wall Mounted Equipment Rack)

TGB Telecommunications Grounding Buss Bar

TH Total Head

TIA Telecommunications Industry Association.

TMGB Telecommunications Main Grounding Buss Bar

UBC Uniform Building Code

UL Underwriter's Laboratories, Inc.

UOM Units of Measure-Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 1 00 Bureau Dr ., Stop 2600, Gaithersburg, MD 20899-2600.

UPS Uninterruptible Power Supply

USASI United States of American Standards Institute

WAO Work Area Outlet

## B. ITS/WARNOCK-HERSEY - PRODUCT DIRECTORY

NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).

NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).

ANSI/NECA/BICSI-568-2001 "Installing Commercial Building Telecommunications Cabling".

ANSI/TIA/EIA-568-B.1 and addenda "Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements".

ANSI/TIA/EIA-568-B.2 and addenda "Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair".

ANSI/TIA/EIA-568-B.3 and addenda "Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard".

ANSI/TIA/EIA-569-B and Addenda "Commercial Building Standard for Telecommunications Pathways and Spaces".

ANSI/TIA/EIA-606-A and Addenda "Administration Standard for Telecommunications Infrastructure of Commercial Buildings".

ANSI-J-STD-607-A and Addenda "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications".

ANSI/TIA/EIA-526-7 and Addenda "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant".

ANSI/TIA/EIA-526-14A and Addenda "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant".

ANSI/TIA/EIA-758 "Customer Owned Outside Plant Telecommunications Cabling Standard".

IEC/TR3 61000-5-2 - Ed. 1.0 and amendments. "Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines - Section Earthing and cabling".

ANSI/NFPA 70 National Electrical Code, 2008 Edition.

BICSI Telecommunications Distribution Methods Manual (TDMM).

BICSI Telecommunications Cabling Installation Manual (TCIM).

BICSI Customer-Owned Outside Plant Design Manual, 3rd Edition (CO-OSP).

Applicable Martin County Codes and Regulations.

Underwriters Laboratories (UL).

FCC -Federal Communications Commission.

Occupational Safety and Health Regulations (OSHA).

Florida Fire Protection Code (including NFPA 101 Life Safety Code).

Applicable Florida Statutes and Administrative Rules.

Manufacturers Training Manuals (Design and Installation).

NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.

NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.

PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

- o SSPC-SP 1 – Solvent Cleaning.
- o SSPC-SP 2 – Hand Tool Cleaning.
- o SSPC-SP 3 – Power Tool Cleaning.
- o SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.

UL - Underwriters Laboratories Fire Resistance Directory.

**Note:** Additional abbreviations and symbols are shown on the Drawings.



## SECTION III

### INSTRUCTIONS TO PROPOSERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or an antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
 

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.
  2. **FINGERPRINTING, JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accordance with Florida Statute FS1012.465 – Jessica Lunsford Act.
    - 2.1 Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
    - 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
    - 2.3 Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.
    - 2.4 Contractor/CM, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.
    - 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
    - 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five year's imprisonment and \$1,000 fine.
    - 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allow said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five year's imprisonment and \$1,000 fine.
  - 2.8 Contractor/CM, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
  - 2.9 Questions regarding finger printing or identification badge processing may be directed to District Personnel Department at (772)219-1200, Ext. 296.
  - 2.10 The fingerprint screening must be completed in advance of the awarded Proposer providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Proposer and its employees. A awarded Proposer shall provide District with a list of its employees. Awarded Proposer shall update these lists in the event that any new employees are added and awarded Proposer agrees that new employees shall be fingerprinted. Awarded Proposer agrees that in the event any employee is convicted of a criminal offense, the awarded Proposer shall notify the District within forty-eight (48) hours.
  - 2.11 The parties agree in the event that the awarded Proposer fails to perform any of the duties described in the above paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Proposer agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Proposer's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.
3. **QUALIFICATIONS OF PROPOSERS:** To demonstrate qualifications to perform the WORK, each Proposer must be prepared to submit within five (5) calendar days of District's request written evidence acceptable to the District documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Proposer's obligations set forth in the RFP documents. Each submittal must contain evidence of Proposer's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.
 

The District reserves the right to contact any of the firms listed by Proposers in any sections as references or any additional firms or individuals to review Proposer's qualifications. Submittals that do not comply with these requirements may be rejected at the option of the District.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489, and shall have been employed full time by the construction firm for at least one year prior to this project's due date.
  4. **ANNUAL APPROPRIATION:** This RFP is conditional upon the District having funding to implement the Contract.
  5. **DEFINED TERMS:** Terms used in these Instructions to Proposers, have the meanings assigned to them in the Industry involved in the subject matter of the RFP, in the Martin County School District, Standard General Conditions of the Construction Contract.
  6. **COST OF PROPOSAL:** Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of



this RFP is solely the responsibility of the Proposer and not the District, and are not to be charged to the District.

any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Documents.

7. **BACKGROUND INVESTIGATION:** As a part of the RFP evaluation process, the District may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Sheriff's Office. The Proposer's submission of a RFP constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Proposer's qualifications.

District and EOR in making copies of Documents available on the above terms do so only for the purpose of obtaining bids on the WORK and do not confer a license or grant for any other use.

8. **FACILITIES:** The District reserves the right to inspect the Proposer's facilities at any reasonable time, prior to award of the Proposal, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Proposer.

12. **SUBMITTAL INFORMATION:** Proposer shall submit **one (1) marked original, 1 electronic copy provided on a thumb drive, and four (4) copies** of the completed package in an opaque sealed envelope to the Purchasing Department. All submittals must be accompanied by the Bond Security (if required) and all other required documents. The RFP opening shall be public. Therefore, all Proposers and their representatives are invited to attend at the District's Purchasing Department on the date and time specified in the RFP. The RFP opening may be delayed if, at the sole discretion of the District, it is considered to be in the District's best interest. Under no circumstances shall submittals delivered after the RFP opening time has begun be considered, and such submittals shall be retained unopened. It is the Proposer's sole responsibility to assure that Contractor's submittal is complete and delivered at the proper time and place of the RFP opening. Offers by facsimile, telegram, or telephone are not acceptable. A submittal may **NOT** be altered or modified by the Proposer after opening of the submittals.

9. **INQUIRIES/AVAILABILITY:** Inquiries concerning Proposal Submittals should be made in writing. The District will respond to written inquiries, if received at least 7 calendar days prior to the date scheduled for opening the proposals. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District shall make every attempt to issue such addenda at least 7 calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via the Purchasing Website: <https://www.martinschools.org/Page/945> to Vendor Registry and DemandStar.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

Submittals will be opened and read aloud publicly at the time and place indicated in the RFP. Submittal of a response to this RFP constitutes an offer by the Proposer.

All submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening, but the District may, at the sole discretion of the District, release any submittal and return the Bond Security prior to that date.

**CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

10. **INTERPRETATIONS AND ADDENDA:** All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing contact person through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the District. MCSB will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via DemandStar and Vendor Registry, until (7) days prior to the bid opening date. Questions shall be emailed to [bids@martin.k12.fl.us](mailto:bids@martin.k12.fl.us) with reference to the RFP number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the MCSB Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

13. **EVALUATION METHODOLOGY:** The District shall assemble an evaluation/selection committee comprised of staff and additional consultants, if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations or discussions. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and other requirements as required by the District.

14. **EVALUATION CRITERIA: General:** The District shall be the sole judge of its own best interests, the proposal, and the resulting agreement. The District reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The District's decisions shall be final.

It is the sole responsibility of the Proposer to ascertain whether any addenda to this RFP has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The District's evaluation criteria shall include, but shall not be limited to, consideration of the following:

- Overall knowledge and experience
- Team Qualifications, Background
- Approach/Methodology
- Proposed Cost
- Current workload
- References
- Statement of Work Requirements

11. **RFP DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.demandstar.com/subscriptions> "FREE AGENCY", toll-free 1-800-711-1712, or from Vendor Registry at the Purchasing Website: <https://www.martinschools.org/Page/945>. Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

15. **SELECTION PROCEDURE:** A Selection Committee shall be appointed by the District Superintendent. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm. The committee may also short list the most qualified firms or, at its sole discretion, request

Complete sets of RFP Documents shall be used in preparing submittals. Neither District nor EOR assumes and each disclaims



additional or clarifying information and visual presentations from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but shall not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Disclosure and proprietary information shall be subject to Public Records Law, Chapter 119, Florida Statutes.

15.1 Shortlisted firms may be asked to make a presentation of its qualifications and methodology to staff and/or the District Board. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

15.2 The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with the next ranked firm, who shall then be recommended to the District Board for award. The District reserves the right to award to one Proposer, to multiple Proposers or to reject all responses. The District shall be the sole judge and final arbiter of its own best interests in this matter.

16. **AWARD OF CONTRACT:** The District reserves the right to reject any and all Proposals, waive any and all irregularities, minor irregularities, and to make a multiple award if it is in the best interest of the District.

16.1 District contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the District. No one shall be entitled to rely on any other action as an award. The District shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

16.2 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE DISTRICT TO THE PROPOSER. THE DISTRICT RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE DISTRICT SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

17 **CONTRACTUAL AGREEMENT:**

The District may attach as a part of this solicitation, a Sample Contract document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Contract document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Sample Contract document at the time of submission. Should no revisions be noted, the District will assume and the Contractor agrees that the terms and conditions of agreement are acceptable.

The submission of your Proposal constitutes a firm offer by the Proposer. Upon acceptance by the Board, the Purchasing Department shall issue a notice of award and purchase order(s) and/or contract for any supplies, equipment and/or services as a result of this Proposal. The terms, conditions, and provisions in this Request for Proposal and the corresponding purchase order(s) and/or contract shall constitute the complete agreement

between the successful Proposer and the Board. Unless otherwise stipulated in the Proposal documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

18 **REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:**

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The District reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

18.1 The RFP response Package is found to have concealed or contained false and/or misleading information.

18.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.

18.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.

18.4 Not including an executed Proposer signature page.

18.5 Not licensed to perform the required work or provide the required product.

18.6 Not eligible to Propose due to violations listed under paragraph #25, Public Entity Crimes.

18.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the District to be the most advantageous.

18.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all of the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.

18.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

19 **WAIVERS:** The Board, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

20 **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the firm in contractual obligations. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The signature as reflected on the Transmittal Letter shall certify the veracity of the contents of the submittal and bind the firm to this response to the District's Request for Proposal.

21 **NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning an acknowledgment, noting the reason.

21.1 Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate



officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

- 21.2 Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- 21.3 All names of persons signing documents must be typed or printed below the signature, and must include a list of authorized personnel to sign on behalf of the company on company letterhead, signed by an authorized agent as designated on the Division of Corporations for the State of Florida.

**22 WITHDRAWAL OF PROPOSALS:** Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

**23 CONFLICT OF INTEREST:** The Contractor represents and warrants to the District that no officer, employee, or agent of the District has an interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the District that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as a condition expressed or implied for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the District shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

- 23.1 The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.
- 23.2 The Contractor represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Contractor's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict of interest.
- 23.3 The Contractor shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if

entered into by the Contractor. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the District shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Contractor under the terms of this Contract.

- 24 **NON-COLLUSION:** By submitting a Proposal the Proposer certifies that it has not divulged, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-comforming and removal from the District's Proposal list(s).
- 25 **PUBLIC ENTITY CRIMES:** The Proposer certifies by submission of this Proposal and by signature on Attachment F, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies
  - 25.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.
  - 25.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.
  - 25.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of the District. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.
- 26. **PROPOSAL AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Vendors shall not submit packages marked "proprietary" or otherwise "restricted".**
- 27. **PUBLIC RECORDS:** Pursuant to Florida Statute Section 119.071 (3)(b) F.S., sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from the provisions of 119.071 and s. 24(a), Art. I of the State Constitution until such time as the agency



provides notice of a decision or intended decision pursuant to §120.57(3)(a), F.S. or within 10 days after Proposal/proposal opening, whichever is earlier.

**If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records, staff attorney's office at 772. 219.1200, extension 30241, Instructional Center Bldg. 30, 500 E. Ocean Blvd, Stuart, Florida 34994, email [publicrecords@martin.k12.fl.us](mailto:publicrecords@martin.k12.fl.us).**

recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.

- 28 **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida and must be registered with the State of Florida DBPR Construction Industry Licensing Board at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- 29 **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- 30 **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com or Vendor Registry must maintain their information on the registrant's database. Awarded firms must maintain their current registration information with the Purchasing Department.
- 31 **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.
- 32 **JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.
- 33 **LOBBYING:** Proposers are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this Proposal until the administration's

- 34 **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.
  - 34.1 The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's webpage or in a newspaper of general circulation.
  - 34.2 The cone of silence terminates at the time the School Board acts on a written recommendation from the purchasing department or planning and construction department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.
  - 34.3 Section 119.071 (1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.
  - 34.4 The purchasing department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Proposer, lobbyist, or consultant may communicate with District personnel.
  - 34.5 Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.
  - 34.6 Violation of this policy by a particular Proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said Proposer R, respondent, and/or representative's RFP, proposal, or offer and may render any contract award to said Proposer, or respondent voidable.
  - 34.7 In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.
- 35. **TRADE SECRETS:** Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the School District's opinion a Trade Secret pursuant to Florida law, shall be void.
  - 35.1 If a Proposer submits any documents or other information to the School District which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret (in bold 14 point font and capitalized letters) and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida law. The School District shall not be liable for the use or disclosure of trade secret data that Proposer has failed to mark as such.
  - 35.2 The Proposer agrees and consents that the School District shall be the final arbiter of whether any information





contained in the Proposer's response to the RFP constitutes a Trade Secret. Pricing will not be considered a Trade Secret.

- 35.3 The School District's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by any person or entity as a result of the School District's treatment of records as public records or records exempt as Trade Secrets. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL, AND DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 35.4 The School District will provide Proposer with prompt notice by phone a nd/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.
- 35.5 The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

36. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the District. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the District.

37. **SUBCONTRACTING:** If an awarded Proposer intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Proposer's Proposal or prior to use for approval. No subcontracting shall take place prior to an awarded Proposer furnishing this information and receiving written approval from the District at least thirty (30) days prior to the start of any work. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources.

- 37.1 The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Request for Proposal.

- 37.2 Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The awarded Proposer (s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

38. **BONDING GUARANTEE/EVIDENCE:** The submittal response must be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the District. Failure to submit the Surety Guarantee letter with your submittal shall cause your submittal response to be rejected as non-responsive. The District shall be the sole judge in determining Bonding Capacity.

- 38.1 When required by the RFP documents each submittal response must be accompanied by a Security Bond made payable to the Martin County School District in an amount of five percent (5%) of the Proposer's projected maximum price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Security Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.

- 38.2 Said check or Security Bond shall be given as a guarantee that Proposer, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the District, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the RFP.

- 38.3 The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

- 38.4 The Security Bond of the Successful Proposer shall be retained until such Proposer has been awarded a binding Contract or Purchase Order or Contract security whereupon the security bond shall be returned.



**SECTION IV  
GENERAL CONDITIONS**

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "bid", and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

**Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.**

1. **A. ADVERTISING:** By submitting, Proposer agrees not to use the results therefrom as a part of any commercial advertising.

2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

- Amendment
- Change Order
- Contract/Agreement or Purchase Order
- Addenda
- Proposal Form, if applicable
- Technical Specifications
- Contract Drawings/Attachments
- Supplementary Conditions
- General Conditions
- Instructions to Proposers
- Request for Proposal

3. **EXAMINATION OF DOCUMENTS & SITE:** Pursuant to Article 4, Supplementary Conditions, Proposer must satisfy itself by personal and thorough examination of the location of the proposed WORK, RFP Documents, requirements of the WORK and the accuracy of the estimate of the quantities of the WORK to be done; and Proposer shall not at any time after submitting their response dispute or complain of such estimate nor the nature or amount of WORK to be done.

By submitting a response, Proposer affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to submitting which may affect cost, progress, or performance of the WORK and which Proposer deems necessary to determine its response for performing the WORK in accordance with the time, price, and other terms and conditions of the RFP Documents and/or Proposer has satisfied itself with respect to such conditions and it shall make no claims against the District or the EOR if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the District will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the District.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

4. **UNBALANCED PROPOSALS:** Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.

5. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this RFP is implied or given.

6. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated in the Supplementary Conditions section under Article 14.**

Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District  
Attn: Accounts Payable Department  
500 East Ocean Blvd  
Stuart, FL., 34994  
[invoices@martin.k12.fl.us](mailto:invoices@martin.k12.fl.us)

Payment will be made after the goods/services from the awarded Proposer have been received/completed; installed/inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

7. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

8. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Proposers may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

9. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the RFP award that adds additional costs must be brought to the School District's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unautherized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the District's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.



- 10. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.
- 11. **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120. 57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
  - 11.1 "Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
  - 11.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
  - 11.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
  - 11.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:
    - 11.4.1 Twenty-five thousand dollars (\$25,000) or two percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and
    - 11.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.
    - 11.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.
    - 11.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.
- 12. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- 13. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.
- 14. **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of an negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.
- 15. **DEMONSTRATIONS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.
- 16. **COPYRIGHTS OR PATENT RIGHTS:** The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.
- 17. **EMPLOYEES:** Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Proposer shall supply competent and physically capable employees. The District may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Proposer shall be responsible to the District for the acts and omissions of all employees working under its directions.
- 18. **ANTI-DISCRIMINATION:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by
- 14.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the School District.
- 14.2 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
- 14.3 The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.
- 14.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.



Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

**19 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

19.1 During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.

19.2 The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national origin, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19.3 The awarded Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

19.4 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector sub-contracting opportunities.

19.5 Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

**20 TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided to the successful proposer.

**21 INSURANCE REQUIREMENTS:** Proposer here by agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Martin County School District, must be received by 10 days from award and prior to the start of any work. Notice of cancellation prior to the expiration date thereof, for any reason other than non-payment of premium or fraud, must be delivered to the contract administrator with at least thirty (30) days advance notice. If requested, a complete copy of the insurance policy must be provided within seven (7) days from the date requested.

**22 RECORDS/AUDITS:** The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The awarded Proposer agrees to make available to the District's Auditor, during

normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

**23 LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where awarded Proposers are required to enter onto District property to deliver materials or perform work or services as a result of RFP Award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awarded Proposer shall be liable for any damage or loss to the District incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFP; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the awarded Proposer recognizes that and covenants that it has received consideration for indemnification provided herein.

**24 RIGHTS TO PROPOSAL/RFP DOCUMENTS:** All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

**25 SEVERABILITY:** Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term or provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.

**26 VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.

**27 UNAUTHORIZED WORKERS:** The District shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

**28 IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informality in any proposal. The District reserves the right to allow for the



clarification of questionable entries and for the correction of typographical and mathematical errors.

29. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
30. **SCRUTINIZED COMPANIES LIST:** Contractor certifies that pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions.



**SECTION V**  
**SUPPLEMENTARY CONDITIONS**  
**BY ARTICLES FOR**  
**THE CONSTRUCTION CONTRACT**

**(ARTICLE 1- Definitions are identified and incorporated in Section I, Definitions, Abbreviations, and Acronyms)**

**ARTICLE 2 – PRELIMINARY MATTERS**

**2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:**

2.1.1 When the CONTRACTOR delivers the signed Contracts to the DISTRICT, the CONTRACTOR shall also deliver to the DISTRICT such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the DISTRICT prior to any WORK being performed.

**2.2 COPIES OF DOCUMENTS:**

2.2.1 The DISTRICT shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Contract Documents for the execution of the WORK. CONTRACTOR shall be responsible for procuring additional copies.

**2.3 NOTICE TO PROCEED:**

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

**2.4 STARTING THE WORK:**

2.4.1 CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no WORK shall be done at the Site prior to said commencement date.

1.4.2 CONTRACTOR'S Review of Contract Documents: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to EOR any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from EOR before proceeding with any WORK affected thereby; however, CONTRACTOR shall not be liable to DISTRICT or EOR for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.4.3 INTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, building interior(s). Log conditions of ceiling tiles, lights, walls and flooring materials using the Interior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk.

Submit two copies of the form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

2.4.4 EXTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, existing building exterior(s) and site conditions. Log, as required, conditions of exterior walls, building attachments, sidewalks, miscellaneous paving and landscaping using the Exterior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be recorded onto a video disk.

Submit two copies of form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

**2.5. PRECONSTRUCTION CONFERENCE:**

2.5.1 The CONTRACTOR is required to attend a preconstruction conference within twenty (20) days after award of the Contract, and before any WORK at the site is started. This conference shall be attended by the DISTRICT, CONSULTANT, and others as appropriate in order to discuss the WORK.

2.5.2 The CONTRACTOR'S initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and CPM Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR'S representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 DISTRICT shall schedule preconstruction conference.

2.5.3.1 Attendance Required: DISTRICT's Project Manager, EOR, and Contractor/CM Project Manager and Superintendent.

2.5.3.2 Agenda:

Distribution of Contract Documents.

Confirmation of prior submission (during bid process) of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract, and the EOR.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

Scheduling.

2.5.3.5 Scheduling activities of a Geotechnical Engineer.

2.5.3.6 Issuance of Notice to Proceed.

2.5.3.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, DISTRICT, participants, and those affected by decisions made.

**2.6 SITE MOBILIZATION MEETING**

2.6.1 DISTRICT will schedule a meeting at the Project site prior to Contractor occupancy.

2.6.2 Attendance Required: DISTRICT, EOR, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by DISTRICT and Contractor.

2.6.3.2 DISTRICT's requirements and partial occupancy.

2.6.3.3 Construction facilities and controls provided by DISTRICT.



- 2.6.3.4 Temporary utilities provided by DISTRICT.
- 2.6.3.5 Survey and building layout.
- 2.6.3.6 Security and housekeeping procedures.
- 2.3.3.7 Schedules.
- 2.6.3.8 Application for payment procedures.
- 2.6.3.9 Procedures for testing.
- 2.6.3.10 Procedures for maintaining record documents.
- 2.6.3.11 Requirements for start-up of equipment.
- 2.6.3.12 Inspection and acceptance of equipment put into service during construction period.

2.6.3.13 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, DISTRICT, participants, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the work at maximum monthly intervals.

Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Subcontractors and suppliers, DISTRICT, EOR, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:

- 2.7.3.1 Review minutes of previous meetings.
- 2.7.3.2 Review of Work progress.
- 2.7.3.3 Field observations, problems, and decisions.
- 2.7.3.4 Identification of problems that impede planned progress.
- 2.7.3.5 Review of submittals schedule and status of submittals.
- 2.7.3.6 Review of off-site fabrication and delivery schedules.
- 2.7.3.7 Maintenance of progress schedule.
- 2.7.3.8 Corrective measures to regain projected schedules.
- 2.7.3.9 Planned progress during succeeding work period.
- 2.7.3.10 Coordination of projected progress.
- 2.7.3.11 Maintenance of quality and work standards.
- 2.7.3.12 Effect of proposed changes on progress schedule and coordination.
- 2.7.3.13 Other business relating to work.

2.7.3.14 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, DISTRICT, participants, and those affected by decisions made.

2.8 PREINSTALLATION MEETING

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work of the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify DISTRICT and EOR five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting:

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, DISTRICT, participants, and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed the CONTRACTOR shall submit the final schedule approved by the DISTRICT and EOR. The finalized progress schedule shall be acceptable to the DISTRICT as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance shall neither impose on the DISTRICT responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the DISTRICT as providing a workable arrangement for processing the submissions. The finalized Schedule Of Values shall be acceptable to the DISTRICT as to form and substance.

2.10 SUBMITTAL PROCEDURES

2.10.1 SCOPE OF WORK

Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:

- Proposed Products Lists.
- Proposed Vendor List.
- Product Data.
- Shop Drawings.
- Samples.
- Design Data.
- Field Test Reporting.
- Quality Control Reporting.
- Certificates.
- Manufacturer's Installation, Handling and Storage Instructions.
- Manufacturer's Field Reports.
- Erection Drawings.
- Closeout Documents
- Warranties.
- Scheduling of Work
- Construction Progress Schedule.
- Submittals Schedule.
- Survey and Layout Data.
- Construction Progress Reporting.
- Periodic Work Observation.
- Photographic Documentation.
- Purchase Order Tracking.
- Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS

- A. Payment Procedures.
- B. Project Coordination.
- C. References.
- D. Quality Control.
- E. Product Storage and Handling Requirements.
- F. Closeout Submittals.

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.



2.10.3 SUBMITTAL PROCEDURES-GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by District.

2.10.3.2 Transmit each submittal with District's Standard Transmittal form.

2.10.3.3 Sequentially number each transmittal forms. Revise submittals with original number and a sequential alphabetic suffix.

2.10.3.4 Identify project, Contractor, subcontractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.

2.10.3.5 Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with requirements of the work and contract documents.

2.10.3.6 Schedule submittals to expedite the project, and deliver to Consultant and District at business address. Coordinate submission of related items.

2.10.3.7 For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

2.10.3.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

2.10.3.9 Provide space for Contractor and EOR review stamps.

2.10.3.10 When revised for resubmission, identify all changes made since previous submission.

2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:

2.10.4.1.1 Submit to EOR for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 017800 – Closeout Submittals.

2.10.4.2 Product Data for Information:

2.10.4.2.1 Submittal for EOR'S knowledge as contract administrator or for District.

2.10.4.3 Product Data for Project Close-out:

2.10.4.3.1 Submit for District's benefit during and after project completion.

2.10.4.4 Submit number of copies, which Contractor/CM requires, plus two copies for Consultant.

2.10.4.5 Mark each copy to identify applicable products, models, options, and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 6.37 Closeout Submittals.

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to Consultant for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:

2.10.5.3.1 When specified, submit certification by manufacturer, installation/application subcontractor, or contractor to Consultant, in quantities specified for Product Data.

2.10.5.3.2 Indicate material or Product conforms to or exceeds specified requirements.

2.10.5.3.3 Submit supporting reference data, affidavits, and certifications as appropriate.

2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to Consultant.

2.10.5.4 Manufacturer's Instructions:

2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Consultant for delivery to District in quantities specified for Product Data.

2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:

2.10.5.5.1 Submit reports to EOR and District's Project Manager.

2.10.5.5.2 Submit report within 5 days of observation to EOR.

2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:

2.10.5.6.1 Submit drawings to Consultant and District's Project Manager.

2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by EOR or District.

**ARTICLE 3 – USE OF CONTRACT DOCUMENTS**

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the DISTRICT and CONTRACTOR





concerning the WORK. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Martin County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the DISTRICT, CONTRACTOR or EOR or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to DISTRICT, EOR OR EOR'S agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3. REVIEW OF CONTRACT DOCUMENTS

3.3.1 The Contract Documents which comprise the Contract between the DISTRICT and the Contractor are attached hereto and made part hereof and consist of the following:

- 3.3.1.1 The Purchase Order.
- 3.3.1.2 Contractor's Bid and Bid Bonds
- 3.3.1.3 Bid Documents, consisting of:
  - 3.3.1.4 Invitation to Bid and Instructions to Bidders.
  - 3.3.1.5 General Terms & Conditions.
  - 3.3.1.6 Supplementary Conditions
  - 3.3.1.7 Special Conditions.
  - 3.3.1.8 Technical Provisions.
  - 3.3.1.9 All Plans.
  - 3.3.1.10 All Addenda.
  - 3.3.1.11 Recorded Public Construction Performance and Payment Bond in a form supplied by the DISTRICT, which shall be provided to the DISTRICT by the Contractor, along with the return of an executed Purchase Order. The Contractor shall be responsible for recording the Public Construction Bond.
  - 3.3.1.12 Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
  - 3.3.1.13 Any Modifications, including change orders, duly delivered after execution of this Contract.
  - 3.3.1.14 Executed Notice of Intent to Award.
  - 3.3.1.15 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract

3.3.3 If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification, except in an emergency as authorized by paragraph 6.13.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Amendment
2. Change Order
3. Construction Contract or Purchase Order
4. Addenda, with later date having greater priority
5. Proposal Form. If applicable
6. Technical Specifications
7. Contract Drawings/Attachments
8. Supplementary Conditions
9. General Conditions
10. Instructions to Proposers
11. Request for Proposal

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

3.4.2 With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.4.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5, (Amending of Contract Documents) the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the WORK (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of DISTRICT, CONTRACTOR or CONSULTANT, or any of their subcontractors, agents or employees from those set forth in the Contract Documents, no shall it be effective to assign to DISTRICT, EOR'S or any of EOR'S agents or employees any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10, (Limitations on EOR) or any other provision of the Contract Documents.



### 3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in the Work).

3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized, in one or more of the following ways:

3.5.2.1 A Field Order (pursuant to paragraph 9.5, Changes in the Work)

3.5.2.2 EOR'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.11, Shop Drawings and Samples), or

3.5.2.3 EOR'S written interpretation or clarification (pursuant to paragraph 9.4 Clarifications and Interpretations).

### 3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with the DISTRICT shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the WORK; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the DISTRICT and EOR.

## **ARTICLE 4 – SITE OF THE WORK**

### 4.1 AVAILABILITY OF LANDS:

4.1.1 The DISTRICT shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the DISTRICT, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.2 Occupying Private Land: The Contractor shall not enter upon nor use any property not under the control of the DISTRICT until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the DISTRICT and EOR prior to said use; and, neither the DISTRICT nor the EOR shall be liable for any claims or damages resulting from the CONTRACTOR'S trespass on or use of any such properties. The CONTRACTOR shall provide the DISTRICT with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.1.3 WORK in State, County and DISTRICT Rights-of-Way and Easements: When the WORK involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the CONTRACTOR shall (as the WORK progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance as part of the contract.

4.1.4 WORK Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where WORK is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which WORK is to be performed, prior to the actual performance of any WORK in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the DISTRICT, the EOR, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

### 4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 Subsurface Explorations: Where applicable, reference is made in the technical specifications for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.2 Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.3 Neither the DISTRICT nor EOR makes any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2.1. Subsurface Explorations or 4.2.2. Existing Structures above or to the accuracy of any data or information contained therein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new WORK, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the DISTRICT for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

### 4.3 PHYSICAL CONDITIONS -- UNDERGROUND FACILITIES:

4.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site is based on information and data furnished to the DISTRICT or EOR by the owners of such Underground Utilities or by others.

4.3.1.1 The DISTRICT and EOR shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600, and Sunshine State One Call Services (1-800-432-4770) at least 48 hours in advance of the commencement of WORK at any site to allow the member utilities to examine the construction site and mark the location of the utilities' respective facilities.



4.3.1.3 The CONTRACTOR acknowledges that at some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of WORK at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from the WORK, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the DISTRICT or occupant of such facilities both 48 hours before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the DISTRICT or occupant, or shall make suitable arrangements for their disconnection by the DISTRICT or occupant. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the work, as soon as the WORK has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new WORK are shown, but are to be verified in the field by the Contractor prior to performing the WORK. The CONTRACTOR shall uncover the se pipes, ducts, cables, etc., carefully, by hand prior to installing his WORK. Any discrepancies or differences found shall be immediately brought to the attention of the EOR in order that necessary changes may be made to permit installation of the WORK.

4.3.2 Not Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities DISTRICT and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an

Contract Amount	Best Key Rating
Under \$500,000	Class IX A or better
\$500,000 to \$2,499,999.99	Class XI A or better
Over \$2,500,000	Class XIV A or better

emergency as permitted by paragraph 6.10), identify to the DISTRICT of such Underground Facility and give written notice thereof to the owner and to the DISTRICT and the CONSULTANT. The CONSULTANT shall promptly review the

Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the EOR in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2 and 4.3; (Physical Conditions, Underground facilities) and

4.2.3.2 Any unknown physical conditions and the Site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, including those reports and documents discussed in Paragraph 4.2 and 4.3.

4.4.2 EOR shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the DISTRICT in writing (with a copy to the CONTRACTOR) of EOR'S findings and conclusions.

4.4.3 If EOR concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in the Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. If the DISTRICT and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11, Change of Contract Price, and Article 12, Change of Contract Time.

4.4.5 The CONTRACTOR'S failure to give notice of differing Site conditions within seven (7) days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The DISTRICT shall provide, if available, engineering surveys to establish reference points for construction, which in EOR'S judgment are necessary to enable CONTRACTOR to proceed with the WORK.

4.5.2 CONTRACTOR shall be responsible for laying out the WORK (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the DISTRICT. The CONTRACTOR shall report to the EOR whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

**ARTICLE 5 – BONDS AND INSURANCE**

5.1 BONDS:



5.1.1 CONTRACTOR shall upon delivery of the executed Contract or receipt of a Notice of Tentative Award to the DISTRICT furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PERCENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Said bonds must be provided to the DISTRICT within TEN (10) business days of the Notice of Award or delivery of a Purchase Order or contract to CONTRACTOR to execute and return to the District, or the DISTRICT, at its sole discretion and option may terminate the contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT 100% of the amount of the Contract award. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the DISTRICT in the Bid Documents.

5.1.2 The CONTRACTOR shall provide a Maintenance and Guaranty Bond in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period. The Bond shall be payable to the DISTRICT, and be at the sole cost of the CONTRACTOR. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the DISTRICT in the Bid Documents.

5.1.3 The Surety shall be a nationally recognized Surety Company acceptable to the DISTRICT, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and meet the other requirements of Florida Statutes Section 287.0935 (1989).

**For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with Best Ratings as stated below.** The name, address and telephone number of the surety and its agent must be listed on the bond.

5.1.4 For contracts up to \$499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

5.1.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.6 Bonds shall be executed and issued by a resident agent, licensed and having an office in Palm Beach, Dade, Broward, St. Lucie, Indian River and Martin Counties, Florida, representing such corporate sureties.

5.1.7 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.8 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet

the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin WORK until he/she has supplied to the DISTRICT Performance and Payment Bonds and Affidavit for Bond using the DISTRICT form, and the DISTRICT has approved the bond. Contractor shall execute and record all bonds in the public records of the county where the improvement is located prior to delivering the bonds to the owner. Non-registered bonds shall be rejected.**

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all Federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR'S expense all necessary insurance in such form and amount as required by the District's Risk & Safety Officer before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the District's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the District harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this contract:

<b>Professional Liability</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>
<b>Line of Business/ Coverage</b>	<b>Occurrence</b>	<b>Aggregate</b>
<b>Umbrella Liability</b>	<b>\$1,000,000</b>	<b>Occurrence</b>
<b>Commercial General Liability</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>
Including:		
Premises/		
Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
<b>Automobile Liability (including owned, non-owned and hired)</b>	<b>\$500,000</b>	<b>Waiver of Subrogation</b>

Workers' Compensation & — **Statutory limits**  
Employer's Liability  
\$500,000 per each disease;  
\$500,000 per each accident;  
and \$500,000 each employee.

5.2.2 The District reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the District with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall



ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

5.2.4 All insurance carriers shall be rated at least A-VIII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the District sixty (60) day's notice prior to cancellation.

5.2.5 The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add the Martin County School District, its board, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the District. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The District may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the District with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

5.2.7 The District may require higher limits for Professional Liability depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability insurance in effect three (3) years after the completion of the project.

5.2.8 Should the District require the Bidder to carry Builders Risk insurance for the project, it must be in the amount equal to the full replacement cost of the project. School Board to be listed as additional insured and Contractor responsible for deductibles.

5.2.9 Fulfillment by the Bidder of the insurance provisions does not limit the Bidder's liability to the amount of the policy limits.

**ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

**6.1 CONTRACTOR STATUS:**

6.1.1 The Contractor is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the Contractor, its employees, agents, subcontractors, or assigns,

during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

**6.2 CONTRACTOR RISK:**

6.2.1 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents be cause of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The Contractor shall protect the entire Work, all materials under the Contract and the DISTRICT's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of

the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the DISTRICT or its Project Manager. Neither the DISTRICT nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

6.2.3 At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the DISTRICT and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

6.2.4 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

**6.3 SUPERVISION AND SUPERINTENDENCE:**

6.3.1 The CONTRACTOR shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)

**6.4 LABOR, MATERIALS AND EQUIPMENT: CONDITIONS, SUBSTITUTIONS**

Related Article: 6.40; Product Substitution Requirements and Procedures

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday, observed by the DISTRICT, without the DISTRICT'S PROJECT MANAGER'S written consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the



job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The DISTRICT shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the District in excellent condition. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact. In the event that any of the products supplied to the District are found to be defective or do not conform to the specifications, the District reserves the right to return the product to the Bidder at no cost to the District.

6.4.4 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the EOR and the DISTRICT'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, per Section III General Terms and Conditions if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of their need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the EOR. The District may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.4.6 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.7 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

6.4.8 If a specific means, method, technique, sequence or procedure of construction is indicated or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction if acceptable to the DISTRICT and EOR, if CONTRACTOR submits sufficient information to allow DISTRICT and EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by DISTRICT and EOR shall be similar to that provided in paragraph 6.4.5.1 (Materials, Equipment, Products and Substitutions, par 2) as applied by EOR and as may be supplemented in the Technical Specifications.

6.4.9 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.4.10 The successful CONTRACTOR shall furnish all guarantees and warranties to the Purchasing Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

#### 6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any Subcontractor, other person or organization (whether initially or as a substitute) against whom the DISTRICT or the EOR may have reasonable objection, nor shall the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR shall not make any substitution for any Subcontractor who has been accepted by the DISTRICT'S PROJECT MANAGER and the EOR, unless the EOR determines that there is good cause for doing so. If after bid opening and prior to the award of the contract, the DISTRICT objects to certain suppliers or subcontractors, the DISTRICT may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the DISTRICT may return the bid bond and award the contract to the next qualified, competent BIDDER. If after the award of the contract, the DISTRICT objects to certain suppliers or subcontractors, the DISTRICT shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the DISTRICT. No acceptance by the DISTRICT or the EOR of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the DISTRICT or EOR to reject defective WORK.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between DISTRICT or EOR and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of DISTRICT or EOR to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. DISTRICT or EOR may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DISTRICT.

6.5.5 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon His Work.

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the



CONTRACTOR the same power as regards terminating any subcontract that the DISTRICT may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The DISTRICT or EOR shall not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.5.9 If in the opinion of the DISTRICT'S PROJECT MANAGER or EOR, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with schedule.

6.5.10.2 Verify that labor and equipment are adequate for the work and the schedule.

6.5.10.3 Verify that product procurement schedules are adequate.

6.5.10.4 Verify that product deliveries are adequate to maintain schedule.

6.5.10.5 Report noncompliance to EOR, with recommendation for changes

## 6.6 PATENT, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the DISTRICT and EOR and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

## 6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The DISTRICT shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The DISTRICT shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District, Florida Department of Environmental Regulation, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).

6.7.2 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give the EOR prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations,

and without such notice to the EOR, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

## 6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

## 6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the EOR and shall be delivered to him for the DISTRICT upon completion of the project. It shall be used for this purpose only. Final acceptance of the project shall be withheld until approval of the documents is made by the DISTRICT'S PROJECT MANAGER.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The awarded CONTRACTOR agrees to make available to the District's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

6.9.3 If the CONTRACTOR submits a claim to the DISTRICT for additional compensation, the DISTRICT shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the DISTRICT deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the DISTRICT.

## 6.10 SAFETY, PROTECTION, STORAGE AND EMERGENCIES:

### Related Articles:

6.2-Contractor Risk and Work Protection

6.21-Protection of Existing Property Improvements

6.38-Temporary barriers and Enclosures

6.39-Security

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:



6.10.1.1 All employees on the Work and other persons who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.10.1.3 Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.

6.10.1.4 Store sensitive Products in weather tight, climate controlled enclosures.

6.10.1.5 For exterior storage of fabricated Products, place on sloped supports, above ground.

6.10.1.6 Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

6.10.1.7 Store loose granular materials on solid flat surfaces in a well drained area. Prevent mixing with foreign matter.

6.10.1.8 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.

6.10.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the WORK and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2. or 6.10.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the DISTRICT or the EOR or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

6.10.5 CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and EOR has issued a notice to the DISTRICT and CONTRACTOR in accordance with paragraph 14.6.(Substantial Completion) that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring

medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the DISTRICT.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard data communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the DISTRICT'S PROJECT MANAGER.

6.10.11 EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the EOR or the DISTRICT'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

6.10.11.1 CONTRACTOR shall give DISTRICT PROJECT Representative and EOR prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If EOR determines that a change in the Contract Documents is required because of the action taken in response to an emergency, or Change Order shall be issued to document the consequences of the changes or variations.

6.10.11.2 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the WORK shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The EOR may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.11.3 If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Article 11 (Change in Contract Price) and 12, (Change in Contract Time).

6.10.12. **NATIONAL EMERGENCY:** In the event the DISTRICT is prevented from proceeding with any or all of this WORK as stated in this Contract, due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, DISTRICT, Town, or County regulations, orders, restrictions, or due to circumstances beyond the DISTRICT'S control, then the DISTRICT herein reserves the right to either suspend the WORK to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail





of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the WORK herein has already been commenced, then the DISTRICT herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### 6.11 SHOP DRAWINGS AND SAMPLES:

Related Article 6.41: Field Samples and Mockups

6.11.1 SHOP DRAWINGS: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the DISTRICT'S PROJECT MANAGER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the EOR to review the information as required.

Shop drawings shall include, but not be limited to the following information:

- 6.11.1.2 Fabrication and installation Drawings and details.
- 6.11.1.3 Template placement diagrams.
- 6.11.2.4 Manufacturer's installation instructions.
- 6.11.1.5 Product patterns and colors.
- 6.11.1.6 Coordination Drawings.
- 6.11.1.7 Schedules.
- 6.11.1.8 Product mix formulae.
- 6.11.1.9 Product design or engineering calculations.
- 6.11.1.10 Other information as required by project.

After review, produce copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 6.37 Closeout Submittals.

Submit to EOR for purpose of checking conformance with information given and design concept and District's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the EOR for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Contractor shall submit to Consultant for purpose of checking conformance with information given and design concept expressed in the documents.

After review, Consultant shall submit color board to District's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range of manufacturers' standard colors, textures, and patterns for Consultant's selection and preparation of color board for District's approval.

6.11.2.2 After review and approval by District, provide duplicates and distribute per Submittal Procedures.

6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

6.11.2.4 Include identification on each sample, with full project information.

6.11.2.5 Submit number of samples specified in specification, one of which Consultant shall retain.

Reviewed samples may be used in work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall in writing call the EOR'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The EOR shall review within ten (10) days or as extended by District Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the EOR at CONTRACTOR'S expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the EOR. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the DISTRICT and the EOR that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the EOR. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the EOR.

6.11.6 SPECIFIC DEVIATIONS: The EOR'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the EOR'S attention to such deviation at the time of submission and the EOR has given written approval to the specific deviation, nor shall any review by the EOR relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to EOR'S review and acceptance of the pertinent submission shall be the sole expense and responsibility of CONTRACTOR.

#### 6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the DISTRICT, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the road ways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the DISTRICT is necessary prior to his



occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.

6.12.2.3 Remove all temporary protections and clean and polish floors.

6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.12.2.5 General: In case of dispute, the DISTRICT may remove the rubbish and charge the cost to the CONTRACTOR.

#### 6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the DISTRICT shall be coordinated through the office of the Director of Facilities including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

#### 6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employment. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

#### 6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or

connected with this Agreement. The CONTRACTOR shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the School District.

6.15.3 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

6.15.4 The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6.15.6 No thing contained herein is intended nor shall be construed to waive District's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

#### 6.16 CLAIMS:

6.16.1 In any and all claims against the DISTRICT or the EOR or any of their agents 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 paragraph 6.15 (Indemnification) 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the EOR's negligent acts, errors or omissions or those of his employees or agents.

#### 6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

618 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY: (move to 4.1 section)



6.18.1 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to EOR certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The DISTRICT shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

**6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:**

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility Owner's approval, if he so desires.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of his ignorance thereof.

**6.20 USE OF PREMISES: (move to contractor responsibilities)**

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land areas identified in and permitted by the Contract Documents and other land areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the DISTRICT'S REPRESENTATIVE, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the DISTRICT or occupant thereof or of any land or area as contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the DISTRICT or EOR by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the DISTRICT and EOR harmless from and

against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the DISTRICT or EOR to the extent based on a claim arising out of CONTRACTOR'S performance of the WORK.

6.20.3 During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the DISTRICT. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall he subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the DISTRICT'S PROJECT MANAGER'S instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with DISTRICT in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

**6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:**

Related Articles:

- 6.2- Contractor Risk and Work Protection
- 6.10-Safety, Protection, Storage and emergencies
- 6.38-Temporary barriers and Enclosures
- 6.39-Security

6.21.2 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

**6.22 TEMPORARY HEAT:**

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the DISTRICT prior to such acceptance, in which case the DISTRICT shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

**6.23. SCHEDULE**

6.23.1 CONTRACTOR shall submit to EOR for review and comment (to the extent indicated in paragraph 2.6.Finalizing



Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

#### 6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the DISTRICT. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and Termination of Work) or as CONTRACTOR and the DISTRICT may otherwise agree in writing.

#### 6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

Related Articles: Warranties Attachment 14.4, Contractor's Warranty of Title

6.25.1 CONTRACTOR warrants and guarantees to DISTRICT and EOR that all work shall be in accordance with the Contract Documents and shall not be *defective*. That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the DISTRICT any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or;

6.25.1.2 Normal wear and tear under normal usage.

6.25.2 Contractor's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:

6.25.2.1 Observations by EOR;

6.25.2.2 Recommendation of any progress or final payment by EOR;

6.25.2.3 The issuance of a certificate of Substantial Completion or any payment by DISTRICT to CONTRACTOR under the Contract Documents;

6.25.2.4 Use or occupancy of the WORK or any part thereof by DISTRICT;

6.25.2.5 Any acceptance by DISTRICT or any failure to do so;

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by EOR pursuant to paragraph 14.10;

#### 6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

6.26.2 The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

#### 6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the Purchasing Department in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Purchasing Department in writing prior to the end of the Bid question period means the Bidder is complying 100% with the Specifications. All materials may be inspected by the District upon delivery for compliance with the Specifications. Deviations from the specifications shall be cause for the bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and/or materials, together with all appurtenances necessary for unrestricted operation, as determined by the District in its sole discretion.

#### 6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent Silence of any Specification as to any details, or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.1.1 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

#### 6.29 QUALITY

6.29.1 Items delivered as a result of award from this bid shall be free of defects. Any item(s) not meeting this specification shall be picked-up by the awarded Bidder for immediate replacement at no additional charge to the District.

#### 6.30 TRANSPORTATION AND HANDLING:

6.30.1 Transport and handle Products in accordance with manufacturer's instructions.

6.30.2 Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

6.30.3 Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

#### 6.31 DISPOSAL:

6.31.1 Before the Contractor disposes of any existing improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he shall contact the DISTRICT and determine if the removal items are to be salvaged. Items to be salvaged by the DISTRICT shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the DISTRICT. Equipment and materials which shall not be salvaged by the DISTRICT shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

#### 6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 The CONTRACTOR, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.2 The chemical name and the common name of the toxic substance.



6.32.3 The hazards or other risks in the use of the toxic substance, including:

6.32.3.1 The potential for fire, explosion, corrosion and reactivity;

6.32.3.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.3.3 The primary routes of entry and symptoms of overexposure.

6.32.4 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.5 The emergency procedure for spills, fire, disposal and first aid.

6.32.6 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.7 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1800-367-4378.

6.33 OSHA:

6.33.1 The CONTRACTOR warrants that the product/services supplied to the District shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

6.34 CONDITIONS AND PACKAGING:

Related Article: 6.4 Labor, Materials And Equipment: Conditions, Substitutions

6.34.1 It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES:

6.35.1 Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the WORK observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the DISTRICT and the EOR. The DISTRICT shall consult with the EOR regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any WORK pertinent to the asbestos material prior to receipt of special instructions from the DISTRICT through the EOR.

6.37 CLOSEOUT SUBMITTALS:

SECTION V

PART 1 GENERAL

6.37.1 SCOPE OF WORK

- 6.37.1.1 Closeout procedures.
- 6.37.1.2 Final cleaning.
- 6.37.1.3 Adjusting.
- 6.37.1.4 Project record documents.
- 6.37.1.5 As-built survey.
- 6.37.1.6 Operation and maintenance data.
- 6.37.1.7 Spare parts and maintenance Products.
- 6.37.1.8 Warranties and bonds.
- 6.37.1.9 Maintenance service.

6.37.2 RELATED SECTIONS

- Payment Procedures.
- Submittal Procedures.
- Commissioning.
- Testing, Adjusting and Balancing of HVAC.
- Commissioning of HVAC.

6.37.3 CLOSEOUT PROCEDURES

6.37.3.1 Submit written certification that contract documents were reviewed, work inspected, and that work is complete in accordance with contract documents and ready for DISTRICT'S Project Manager and EOR'S review.

6.37.3.2 Provide submittals to EORT and DISTRICT's Project Manager that are required by governing or other authorities.

Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

DISTRICT may opt to occupy or portions of completed facilities upon substantial completion of those portions of work.

Contractor/CM shall provide punch list to EOR identifying items remaining to be completed.

EOR shall inspect project to determine completion of punch list and project compliance with Contract Documents.

6.37.4 FINAL CLEANING

6.37.4.1 Execute final cleaning prior to final project assessment.

6.37.4.2 Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.

6.37.4.3 Clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.

6.37.4.4 Replace filters of operating equipment.

6.37.4.5 Clean debris from roofs, gutters, downspouts, and drainage systems.

6.37.4.6 Clean site; sweep paved areas, rake clean landscaped surfaces.

6.37.4.7 Remove waste and surplus materials, rubbish, and construction facilities from the site.

6.37.4.8 Clean and sanitize water fountains (coolers).

6.37.4.9 Clean ledges, countertops and shelves with all-purpose non-abrasive cleaner leaving no residue.

6.37.5 ADJUSTING



6.37.5.1 Adjust operating products and equipment to ensure smooth and unhindered operation.

6.37.6 PROJECT RECORD DOCUMENTS

6.37.6.1 Maintain on site one set of record documents, recording accurate field revisions to contract documents to include:

- Drawings/specifications and addenda.
- Change orders and other modifications to work.
- Reviewed shop drawings, product data, and samples.
- Manufacturer's instruction for assembly, installation, and adjusting.

6.37.6.2 Ensure entries are complete and accurate, enabling ready access and reference by DISTRICT's Project Manager.

6.37.6.3 Store record documents separate from documents used for construction.

6.37.6.4 Record information concurrent with construction progress.

6.37.6.5 Specifications shall be legibly marked and recorded for each product used indicating the following:

- Manufacturer's name, product model and number.
- Product substitutions or alternates utilized.
- Changes made by addenda and modifications.

6.37.6.6 Record drawings and shop drawings shall be legibly marked with each item recorded to indicate actual construction as follows"

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
4. Field changes of dimension and details.
5. Details not on original contract drawings.

6.37.6.7 As-built survey: Upon completion of site construction improvements, provide EOR and DISTRICT's Project Manager with complete and accurate field survey prepared, signed and sealed by Florida registered surveyor.

6.37.6.8 Provide exact horizontal and vertical location relative to property lines and NGVD of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, swales drainage inlets, storm-water outfalls, storm and sewer man holes and water shut off valve locations.

6.37.6.9 Provide actual grades of spot elevations shown on paving and drainage plans.

6.37.6.10 Provide sufficient information indicating a true representation of constructed grade conditions for areas where grading between two elevation points is not constructed at uniform slope.

6.37.6.11 Survey shall include cross sections elevations at 5 0' stations of swales, lakes, and drainage retention areas including banks, berms, bottoms and transitions constructed or improved.

Elevations shown shall be accurate to the nearest tenth of a foot.

6.37.6.12 Upon project completion, transfer project record drawing information and recording of building and site survey

information to Autocad (2008 or later format) files and provide two copies of CD's to EOR for review and transmitted to DISTRICT, prior to claim for final Application for Payment.

Contractor/CM shall also submit hard copies of record drawings and project manual maintained during project to DISTRICT's Project Manager.

DISTRICT will be responsible for making prints from CD's and for their distribution to DISTRICT's user groups.

6.37.6.13 Submit on additional CD in Autocad to DISTRICT for distribution to Sheriff's Department with following information:

Provide Site Plan on black background indicating the following site information and in colors and layers indicated.

- |   |         |
|---|---------|
| a. Roads and Driveways into and on site | White   |
| b. Backflow and PIV Valves              | Cyan    |
| c. Valves for Fire Lines                | Magenta |
| d. Fire Hydrants                        | White   |
| e. Emergency Generator                  | Cyan    |
| f. Flammable Storage Buildings          | Red     |
| g. Gas Tanks                            | Red     |

Provide separate drawing files for each floor plan along with mechanical mezzanines and roof access locations showing following systems and in colors and layers indicated.

- |   |         |
|---|---------|
| a. Intercom Panel                         | Yellow  |
| b. Fire Alarm Panel                       | Red     |
| c. Electrical Panels                      | Magenta |
| d. HVAC Control Panels                    | White   |
| e. Roof Access Panels                     | Cyan    |
| f. Flammable Storage Spaces               | Red     |
| g. Custodial Storage                      | Orange  |
| h. Walls, windows, room names and numbers | Gray    |

6.37.7 OPERATION AND MAINTENANCE DATA

6.37.7.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.8 SPARE PARTS AND MAINTENANCE PRODUCTS

6.37.8.1 Provide spare parts, maintenance, and extra products in quantities specified in specification.

6.37.8.2 Deliver to DISTRICT; obtain receipt prior to final payment.

6.37.9 WARRANTIES

6.37.9.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.9.2 Provide duplicate notarized copies.

6.37.9.3 Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

6.37.9.4 Provide Table of Contents and assemble inside 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.9.5 Submit prior to final application for payment.

6.37.9.6 For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.



6.37.10 MAINTENANCE SERVICE

6.37.10.1 Furnish service and maintenance of components indicated in specifications for one-year from date of substantial completion.

6.37.10.2 Examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.10.3 Include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.10.4 DISTRICT shall approve in writing of transfers or reassignments of maintenance service tasks.

6.37.11 ASBESTOS CERTIFICATION

6.37.11.1 Provide notarized letter from Contractor/CM certifying that to the best of his/her knowledge no asbestos containing building materials were used as a building material in the project", per FS 255.40.

6.37.12 PRODUCTS

6.37.12.1 APPROVED PRODUCTS Use only cleaning and maintenance products approved for use in Florida Educational Facilities.

6.38 TEMPORARY BARRIERS AND ENCLOSURES

6.38.1 GENERAL

Related Articles:

- 6.2- Contractor Risk and Work Protection
- 6.10-Safety, Protection, Storage and emergencies
- 6.21 Protection of Existing Property Improvements
- 6.38-Temporary barriers and Enclosures
- 6.39-Security

6.38.1.1 SCOPE OF WORK

6.38.1.2 Temporary barriers and enclosures to provide construction work areas separate from Owner's on-going school operations.

6.38.1.3 Protection of new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.4 Six (6) foot high chain link fencing surrounding and separating areas under construction including area for contractor's mobilization and parking separate from existing school facilities and on-going school activities.

6.38.1.5 Demising walls and other barriers as required to separate building areas under construction that permits safe and unobstructed exiting of partially Owner occupied buildings.

6.38.1.6 Safety of construction workers and students, faculty and visitors located in areas of school facilities not under renovation or construction.

6.38.1.7 Control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 RELATED DOCUMENTS

- Project Management and Coordination.
- Security Procedures.
- Submittal Procedures.

6.38.3 ENTRY CONTROL

6.38.3.3 Restrict entrance of persons and vehicles into Project site and existing facilities in accord with Section 01 35 33 – Security Procedures.

6.38.3.4 Prior to project commencement, Contractor's on-site personnel shall meet with Owner's Project Manager and School staff for renovation and new construction to delineate areas for Contractor's operations to include storage and office trailers, parking, material storage lay-down areas.

6.38.3.5 Material deliveries shall be coordinated with school staff to ensure safe transit of students and staff a cross delivery routes.

6.38.3.6 Interruption of preapproved entry controls shall be coordinated with Owner's Project Manager and School staff prior to proposed interruption.

6.38.3.7 Allow entrance only to authorized persons with proper identification.

6.38.3.8 Contractor/CM shall post "No Trespassing" and "Hard Hat Area" signs along project perimeter and at construction access points.

1. No Trespassing sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted.

2. No Trespassing signs shall include name of Contractor/CM.

3. No Trespassing signs shall not be larger than 24"(600mm) by 24"(600mm).

4. Hard Hat Area sign shall not be larger than 12"(300mm) by 12"(300mm).

6.38.4 DEMISING WALLS

6.38.4.1 Where location of construction is contiguous to or within existing school, Provide demising walls to physically separate new or renovation work from existing on-going school operations.

6.38.4.2 Demising walls shall be continuous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of school.

6.38.4.3 Where construction is overhead, provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.5 FENCING

6.38.5.1 Areas under construction including area for contractor's mobilization and parking shall be separated from existing school facilities and on-going school activities with fencing.

6.38.5.2 Provide 6' high chain link fencing along construction zone boundaries not facing existing buildings.

6.38.5.3 Provide with 6' high chain link fencing with visual fabric covering along construction zone boundaries greater than 20' of existing buildings not in construction zone.

6.38.5.4 Provide with 6' high chain link fencing with plywood covering along construction zone boundaries greater than 20' of existing buildings not in construction zone.

6.38.5.5 Fencing shall be designed to resist winds up to 74 miles per hour.

6.38.5.6 Contractor (CM) shall have option of providing fencing designed to withstand 140 miles per hour or be completely removed 24 hours prior to occurrence of anticipated high wind event.



6.38.5.7 Provide access gates required by code for ingress and egress and for Owner's and Contractor/CM's access to Owner's access to occupied portion of site and for construction access.

6.38.6 ENVIRONMENTAL CONTROLS

6.38.6.1 Protect existing buildings and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.38.6.2 Control surface drainage to prevent off-site discharge of pollutants and prevent erosion and sedimentation.

6.38.6.3 Provide berms, dikes or ditches to divert water flow away from new or existing structures into storm water retention areas.

6.38.6.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.38.6.5 Provide methods necessary to prevent excessive noise on site.

1. Comply with OSHA and Owner's noise requirements.

2. Coordinate with Owner's Construction Manager for construction activities to limit or cease construction activities creating any noise associated with construction on active school sites when FCAT testing occurs for one week in March of each year.

6.38.6.6 Provide methods necessary to prevent pests and insects from damaging the work.

6.38.6.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.38.7 SUBMITTALS

6.38.7.1 Comply with Section "Submittal Procedures."

6.38.7.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.38.8 TEMPORARY FENCING

6.38.8.1 Six (6) foot high, minimum 10 gage aluminum or galvanized steel fabric.

6.38.8.2 Fencing shall have six foot high visual fabric cover to block visual access to construction activities.

6.38.8.3 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.38.9 TEMPORARY WALLS

6.38.9.1 Demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.38.9.2 Overhead Protection: Metal scaffolding with 3/4" B/C plywood or 2" x 12" wood planking.

6.38.10 EXECUTION/ INSTALLATION AND REMOVAL

6.38.10.1 Temporary fencing shall be installed prior to start of vertical construction and removed upon completion of work.

6.38.10.2 Demising walls shall be installed prior to start of renovations or building additions and removed work

6.38.10.3 Walls shall be protected or removed during storm events where winds are anticipated to exceed 74 miles per hour.

6.39 SECURITY PROCEDURES

6.39.1 SCOPE OF WORK

6.39.1.1 Development of site security program, project entry control procedures, personnel screening and identification in compliance with Florida Statute FS1012.465 – Jessica Lunsford Act for vendors, and Contractor/CM's.

6.39.1.2 RELATED SECTIONS

Project Management and Coordination.

Submittal Procedures.

Temporary Barriers and Enclosures.

6.39.1.3 JESSICA LUNSFORD ACT

1. Contractor/CM, his sub contractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in a accord with Florida Statute FS1012.465 – Jessica Lunsford Act.

2. Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.

3. Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:

4. Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.

5. Contractor/CM, subcontractors, vendors and suppliers may be allowed on a student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.

6. Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.

7. Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3<sup>rd</sup> degree felony, punishable by up to five years imprisonment and \$1,000 fine.

8. Employers of persons having been arrested for disqualifying offenses who subsequently allow said employee to continue working on school property may also be charged with 3<sup>rd</sup> degree felony, punishable by up to five years imprisonment and \$1,000 fine.

9. Contractor/CM, his sub contractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.

10. Contractor/CM, his sub contractors, vendors and suppliers have worked and obtained in other school districts must be screened to obtain new badges.

11. Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1200, Ext. 30296.

12. Fingerprinting services are provided by private vendor through Florida Dept. of Education. DOE sponsored website will direct individuals to nearest fingerprinting location.





Cost of fingerprinting is \$81.25 per person and shall be prepaid either by money order to Fingerprinting Services, LLC or by credit card payment via Internet. Website is <http://www.flprints.com>. For information, telephone (877)357-7456.

13. After fingerprinting and criminal background check is complete, individuals shall make an appointment for photo ID's by making appointments at Martin County School District Personnel Department located in Building 20 at School District Administration Center, 500 E. Ocean Blvd., Stuart, FL 34994.

Appointments for ID photo badges shall be made after completion of fingerprinting with Martin County School District Personnel Department by phone at (772) 219-1200, Ext. 30296

Cost of Photo ID's is \$6.00. Payment may be made with company check, money order or personal check.

6.39.2 SECURITY PROGRAM

6.39.2.1 Protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.39.2.2 Initiate security program in coordination with Owner's existing security system at time of project mobilization to ensure safety of students, faculty and visitors to the unaffected portions of the school facilities.

6.39.2.3 No student contact is permitted between the Contractor's personnel and students. Any breach of this requirement will result in the immediate removal of the personnel from the job site upon direction by the Owner.

6.39.2.4 Smoking is not allowed on School Board property. Any breach of this restriction will result in immediate removal of personnel from the site upon direction by Owner's Project Manager.

6.39.2.5 Maintain security program throughout construction period until Owner's project acceptance.

6.39.3 ENTRY CONTROL

6.39.3.1 Restrict entrance of persons and vehicles into Project site and existing facilities as indicated by Owner approved security plan.

6.39.3.2 Allow entrance only to authorized persons with proper identification.

Maintain log of workers and visitors, make available to Owner on request.

Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

6.39.4 PERSONNEL IDENTIFICATION

6.39.4.1 Contractor/CM on-site staff, subcontractors and vendors on site shall wear identification badges at all times on site.

6.39.4.2 Identification badges shall be current at time of project and shall be reverified and reissued yearly if project extends past original badge expiration date.

6.39.5 SUBMITTALS

6.39.5.1 Comply with Section Submittal Procedures.

6.39.5.2 Provide list of personnel proposed to be used on project for fingerprinting and background checks (only required for existing school projects).

6.39.5.3 Contractor/CM shall submit initial list of accredited persons and provide monthly updated lists to Owner.

6.39.5.4 Provide security plan to Owner indicating how construction site is to be secured and separated from existing school and its operations including normal and emergency egress and

exiting from the operational portion of school and for new additions and existing portion under construction.

6.40 PRODUCT SUBSTITUTION REQUIREMENTS AND PROCEDURES

6.40.1 SCOPE OF WORK

6.40.1.1 Administrative and procedural requirements for consideration of request for substitution during the design and construction phases.

6.40.2 REFERENCES

Submittal Procedures.

References.

Quality Control.

Closeout Submittals.

6.40.3 REQUIREMENTS

6.40.3.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the EOR and DISTRICT, such material, article, or piece of equipment is of equal substance and function to that specified, the EOR with concurrence of the DISTRICT'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR

6.40.3.2 A request constitutes a representation that the Contractor or Bidder:

6.40.3.2.1 Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

6.40.3.2.2 Will provide the same warranty for the Substitution as for the specified Product.

6.40.3.2.3 Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

6.40.3.2.4 Waives claims for additional costs or time extension which may subsequently become apparent.

6.40.3.2.5 Will reimburse Owner and Consultant for review or redesign services associated with substitution.

6.40.3.3 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the DISTRICT for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

6.40.3.4 The application shall also contain a itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by EOR in evaluating the



proposed substitute. EOR may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.40.3.5 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the DISTRICT for charges of the EOR and EOR'S consultants for review evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.

6.40.3.6 No substitute shall be ordered or installed without the written approval of the EOR with the DISTRICT'S PROJECT MANAGER'S concurrence. The District may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to a ny substitute.

6.40.3.7 Delay caused by obtaining approvals for substitute materials or installations shall not be considered justifiable grounds for an extension of construction time.

#### 6.40.4 SUBMITTAL PROCEDURES

6.40.4.1 Transmit three (3) copies of each substitution request on company letterhead with completed Product Substitution Request Form in the Sample Forms Section of the Document.

6.40.4.2 During bidding phase, substitution requests shall be directed to the DISTRICT.

6.40.4.3 During construction phase substitution requests shall be directed to the District.

6.40.4.4 Substitution Forms shall identify project, Contractor/CM and EOR during bidding phase plus Subcontractor or supplier during construction phase indicating Specification Section and Paragraph number of specified material and pertinent drawing and detail numbers, as appropriate.

Include complete information as required in the Substitution Form. Incomplete information will result in a automatic rejection of the substitution request.

6.40.4.5 Apply contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the work and contract documents.

6.40.4.6 Schedule submittals to expedite the project, and deliver to EOR or Contractor/CM at business address. Coordinate submission of related items.

6.40.4.7 For each submittal for review, allow five(5) work days excluding delivery time to and from the EOR or CM/Contractor.

6.40.4.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.40.4.9 Provide space for Contractor/CM and EOR review stamps.

6.40.4.10 When revised for resubmission, identify all changes made since previous submission.

6.40.4.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.40.4.12 Submittals not requested will not be recognized or processed.

6.40.4.13 Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.

6.40.4.14 The Consultant will notify Contractor in writing of decision to accept or reject request.

#### 6.40.5 SUBSTITUTION REQUESTS

Requests for substitutions shall be made not later than ten (10) calendar days prior to bid date. Requests received after the above dates may not be considered.

#### 6.41 FIELD SAMPLES AND MOCKUPS

##### 6.41.1 SCOPE OF WORK

Administrative and procedural requirements for assurance of quality of construction before and during construction.

General requirements for mockups and field samples, constructed, applied or assembled at the site for reviewed for use as a quality standard.

##### 6.41.2 RELATED SECTIONS

6.11: Shop Drawings and Samples

Payment Procedures

Submittal Procedures.

References.

Quality Control.

Project Storage and Handling Requirements.

Closeout Submittals.

##### 6.41.3 COORDINATION AND PROJECT CONDITIONS

6.41.3.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.3.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.3.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.3.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.3.5 Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

6.41.3.6 In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.3.7 Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for DISTRICT'S partial occupancy.

6.41.3.8 After DISTRICT occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of DISTRICT'S activities.

6.41.3.9 DISTRICT change orders for extra work required by Contractor/CM due to poor coordination with sub trades will not be considered.

##### 6.41.4 FIELD ENGINEERING

Employ Land Surveyor registered in State of Florida approved by DISTRICT from DISTRICT'S continuing services providers. Obtain list from DISTRICT'S Project Manager.



6.41.4.1 Contractor shall locate and protect survey control and reference points.

6.41.4.2 Control datum for survey is that established by DISTRICT provided survey.

6.41.1.3 Verify setbacks and easements; confirm drawing dimensions and elevations.

6.41.4.4 Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

6.41.4.5 Submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

**6.41.5 MOCKUP REQUIREMENTS**

6.41.5.1 Tests will be performed under provisions identified in this section and identified in respective product specification sections.

6.41.5.2 Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

6.41.5.3 Accepted mock-ups shall be comparison standard for remaining Work.

6.41.5.4 Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

**ARTICLE 7 – OTHER WORK**

**7.1. RELATED WORK AT SITE:**

7.1.1 The DISTRICT may perform other WORK related to the Project at the site by the DISTRICT'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time). If the performance of additional WORK by other Contractor or the DISTRICT is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the DISTRICT and other contractors who are a party to such a direct contract (or the DISTRICT, if the DISTRICT is performing the additional WORK with the DISTRICT'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK, and shall properly connect

7.1.2 CONTRACTOR shall afford the DISTRICT and other contractors who are a party to such a direct contract (or the DISTRICT, if the DISTRICT is performing the additional WORK with the DISTRICT'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK, and shall properly connect and coordinate the WORK with theirs. CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other WORK. CONTRACTOR shall not endanger any WORK of others by cutting, excavating or otherwise altering their WORK and shall only cut or alter their WORK with the written consent of the DISTRICT, EOR, and of others whose WORK shall be affected. The duties and responsibilities of CONTRACTOR under this SECTION V

paragraph are for the benefit of the DISTRICT and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the DISTRICT and other contractors.

7.1.3 If any part of CONTRACTOR'S WORK depends for proper execution or results upon the WORK of any such other contractor other than CONTRACTOR'S OWN SUBCONTRACTOR, (or the DISTRICT), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other WORK that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S WORK. CONTRACTOR'S failure to report shall constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR'S WORK except for latent defects and deficiencies in the other WORK.

**7.2. COORDINATION:**

7.2.1. If the DISTRICT contracts with others for the performance of other WORK on the Project at the site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the DISTRICT nor the EOR shall have any authority or responsibility in respect of such coordination.

**ARTICLE 8 – DISTRICT'S RESPONSIBILITIES**

**8.1 COMMUNICATIONS TO CONTRACTOR:**

8.1.1 DISTRICT shall issue all communications to CONTRACTOR, copy to EOR.

**8.2 FURNISH DATA:**

8.2.1 DISTRICT shall promptly furnish the data required of the DISTRICT under the Contract Documents.

**8.3. PAYMENTS:**

8.3.1 DISTRICT shall make payments to CONTRACTOR promptly when they are due as provided in Sections 14.5 (Review of Application for Progress payment), and 14.10, (Final Payment and Acceptance).

**8.4 LANDS, EASEMENTS: REPORTS AND TESTS:**

8.4.1 The DISTRICT'S duties in respect of providing lands and easements and providing engineering surveys, if available, to establish reference points are set forth in paragraphs 4.1.1(Availability of Land) and 4.5.1 (Reference Points).

8.4.2 The DISTRICT shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2, (Report of Physical Conditions).

**8.5 CHANGE ORDERS**

8.5.1 The DISTRICT is obligated to execute Change Orders as indicated in Article 10, (Changes in the Work).

**8.6 SUSPENSION OF WORK**

8.6.1 In connection with the DISTRICT'S right to stop WORK or suspend WORK see paragraph 13.5 (District May Stop Work) and 15.1 (District May Suspend Work). Paragraph 15.2 (District May Terminate for Cause) and 15.3 (District May terminate Without Cause) deals with the DISTRICT'S right to terminate services of CONTRACTOR.

**8.7 ESTIMATED DOLLAR VALUE:**



8.7.1 No guarantee of the dollar amount of this bid is implied or given.

#### 8.8 Q UANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the District as to the total amount that may or may not be purchased from any resulting contract. The District reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the District. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

#### 8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in the Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

### **ARTICLE 9 – CONSULTANT'S (EOR) STATUS DURING CONSTRUCTION**

#### 9.1 DISTRICT'S REPRESENTATIVE:

9.1.1 The EOR (if specifically designated), or a specifically designated employee of the DISTRICT, shall act as the DISTRICT'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the EOR as one of the DISTRICT'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these Supplementary Conditions and shall not be extended without written consent of the DISTRICT'S PROJECT MANAGER and the EOR.

9.1.2 The EOR's decision with the consent of the DISTRICT'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

#### 9.1.3 EOR shall work with the DISTRICT to

9.1.3.1 Establish on-site lines of authority and communications:

9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 EOR shall also work with the DISTRICT to Establish procedures for:

9.1.4.1 Submittals

9.1.4.2 Reports and records

9.1.4.3 Recommendations

9.1.4.4 Coordination of drawings

9.1.4.5 Schedules

9.1.4.6 Resolution of conflicts

#### 9.1.5 EOR shall also

9.1.5.1 Interpret Contract Specifications and Drawings

9.1.5.2 Transmit written interpretations to Contractor, and to other concerned parties.

9.1.5.3 Assist in Obtaining permits and approvals

9.1.5.4 Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

9.1.5.5 Assist DISTRICT to control the use of Site:

#### 9.2 VISITS TO SITE:

9.2.1 After written notice to proceed with the WORK, the EOR shall make visits to the site at intervals appropriate to the various stages of construction or as per EOR'S contract with DISTRICT to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, as an experienced and qualified design professional, he shall keep the DISTRICT informed of the progress of the WORK, shall endeavor to guard the DISTRICT against defects and deficiencies in the WORK of the Contractor.

#### 9.3 PROJECT REPRESENTATION:

9.3.1 The Martin County School District or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the DISTRICT.

#### 9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The EOR shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the DISTRICT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

#### 9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the EOR'S or DISTRICT'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

#### 9.6 REJECTING DEFECTIVE WORK

9.6.1 The EOR, DISTRICT'S REPRESENTATIVE or PROJECT REPRESENTATIVE shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). They shall also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

9.6.2 Mockups must be approved prior to work beginning. The mockup shall be the basis for the quality of work and the work's acceptance.

#### 9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 In connection with EOR'S responsibility for Shop Drawings and samples, see Sections 6.11 (Shop Drawings and Samples).

9.7.2 In connection with EOR'S responsibilities as to Change Orders see Article 10, (Changes in the Work), Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.7.3 In connection with EOR'S responsibilities in respect of Applications for Payment, etc., see Article 14, (Payments to Contractor and Completion).

#### 9.8 DETERMINATIONS FOR UNIT PRICES:



9.8.1 The DISTRICT PROJECT MANAGER and EOR shall determine the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR. The DISTRICT PROJECT MANAGER and EOR shall review with CONTRACTOR EOR'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The DISTRICT PROJECT MANAGER'S written decisions thereon shall be final and binding upon the DISTRICT and CONTRACTOR unless, within ten days after the date of any such decision, the CONTRACTOR delivers to the DISTRICT and to EOR written notice of intention to appeal from such a decision.

#### 9.9 DECISIONS ON DISPUTES:

9.9.1 The DISTRICT PROJECT MANAGER with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect of changes in the Contract Price or Contract Time shall be referred initially to EOR in writing with a request for a formal decision in accordance with this paragraph, which EOR with the consent of the District Project Director shall render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to The DISTRICT PROJECT MANAGER and EOR and the other party to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to The DISTRICT PROJECT MANAGER and EOR within ten (10) days after such occurrence unless CONSULTANT with the consent of the District Project Director allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The DISTRICT PROJECT MANAGER and EOR shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless The DISTRICT PROJECT MANAGER and EOR allows additional time). EOR with the consent of the District Project Director shall render a formal decision in writing thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The DISTRICT PROJECT MANAGER'S written decision, on such claim, dispute or other matter shall be final and binding upon CONTRACTOR unless:

(i) an appeal from DISTRICT/ EOR's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16, (Dispute Resolution) or

(ii) a written notice of intention to appeal from The DISTRICT PROJECT MANAGER and EOR's written decision is delivered by CONTRACTOR to the DISTRICT PROJECT MANAGER and EOR within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by DISTRICT and CONTRACTOR.

9.9.3 The rendering of a decision by The DISTRICT PROJECT MANAGER pursuant to paragraphs 9.8.1, (Determinations for Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.1.1 Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or

Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

#### 9.10 INSPECTION AND TESTING:

9.10.1 EOR shall inspect work to assure performance in accord with requirements of Contract Documents as follows:

9.10.1.1 Administer special testing and inspections of suspect Work.

9.10.1.2 Reject Work, which does not comply with requirements of Contract Documents.

#### 9.10.2 Coordinate Testing Laboratory Services:

9.10.2.1 Verify that required laboratory personnel are present.

9.10.2.2 Verify that tests are made in accordance with specified standards.

9.10.2.3 Review test reports for compliance with specified criteria.

9.10.2.4 Recommend and administer any required retesting.

#### 9.11 LIMITATIONS ON EOR:

9.11.1 Neither EOR'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by EOR either to exercise or not exercise such authority shall give rise to any duty or responsibility of EOR to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or imported, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or imported are used to describe a requirement, direction, review or judgment of EOR as to the WORK, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to EOR any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11.3 or 9.11.4.

9.11.3 EOR shall not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and EOR shall not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the Contract Documents.

9.11.4 EOR shall not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

### **ARTICLE 10 – CHANGES IN THE WORK**

#### 10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the DISTRICT may, at any time or from time to time, order additions, deletions or revisions in the WORK; these shall be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2 If the DISTRICT and CONTRACTOR are unable to



agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

## 10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2, (References to Standards) except in the case of an emergency as provided in paragraph 6.10.11 (Emergencies) and except in the case of uncovering WORK as provided in paragraph 13.4.2, (Uncovering Work).

## 10.3 EXECUTION OF CHANGE ORDERS

10.3.1 The DISTRICT and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1 Changes in the WORK, which are ordered by the DISTRICT pursuant to paragraph 10.1.1, (Changes in the Work) are required because of acceptance of defective WORK under paragraph 13.8 or correcting defective WORK under paragraph 13.9, or are agreed to by the parties.

10.3.1.2 Changes in the Contract Price or Contract time which the parties agree to.

10.3.1.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by EOR pursuant to paragraph 9.9.1; (Decisions on Disputes) provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.24.1.

10.3.2. Surety. It is distinctly agreed and understood that any changes made in the Contract Documents for this WORK (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the DISTRICT to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice shall be CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the DISTRICT.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE

### 11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and

stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by DISTRICT and EOR in accordance with paragraph 9.9.1 if the DISTRICT and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price shall be valid if not submitted in accordance with this paragraph 11.1.2.

11.1.3 The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 11.5 (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 11.3.1.2.a Contractor's Fee).

11.1.3.3 On the basis of the Cost of the WORK (determined as provided in Section 11.2, inclusive) plus a

CONTRACTOR'S Fee for overhead and profit (determined as provided in Section 11.3, Contractor's Fee, inclusive).

### 11.2 COST OF THE WORK:

11.2.1 General. The term Cost of the WORK means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by the DISTRICT, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.2.2: (Exclusions to Cost of the Work).

11.2.1.1 Labor. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classification agreed upon by the DISTRICT and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the DISTRICT.

11.2.1.2 Materials and Equipment. Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the DISTRICT deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the DISTRICT. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the DISTRICT, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.1.3 Subcontractor. Payments made by CONTRACTOR to the Subcontractors for WORK performed by Subcontractors. If required by the DISTRICT, CONTRACTOR



shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the DISTRICT who shall then determine, with the advice of the EOR, which bids shall be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the WORK Plus a Fee, the Subcontractor's Cost of the WORK shall be determined in the same manner as CONTRACTOR'S Cost of WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.2.1.4 Costs of Special Consultants (including but not limited to engineers, architects, testing laboratories, surveys, attorneys and accountants) employed for services specifically related to the WORK.

11.2.1.5 Supplemental costs include the following:

a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of WORK, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the DISTRICT with the advice of EOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof --all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized WORK, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the WORK. If said WORK required the use of machinery not on the WORK or not to be used on the WORK, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the WORK shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

c. Sales, consumer, use or similar taxes related to the WORK and for which CONTRACTOR is liable, imposed by laws and regulations.

d. Royalty payments and fees for permits and licenses.

e. The site costs of utilities, fuel and sanitary facilities.

f. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.2 Exclusions to Cost of the Work: The term Cost of the WORK shall not include any of the following:

11.2.2.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.2.1.1 or specifically covered by paragraph 11.2.1.4

-- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.2.2.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.2.2.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.2.2.4 Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.1.5f above).

11.2.2.5 Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.2.6 Costs associated with fringe benefits that are greater than actual costs; i.e., where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.2.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2.

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR'S Fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon,

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the WORK:

a. For costs incurred under paragraphs 11.2.1.1 (Labor) and 11.2.1.2, (Materials and Equipment) the CONTRACTOR'S Fee shall be five (5%) percent;

b. For costs incurred under paragraph 11.2.1.3, (Subcontractors) the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be five (5%) percent;

c. No fee shall be payable on the basis of costs itemized under paragraphs 11.2.1.4, (Cost of EORs) 11.2.1.5 (Supplemental Costs) and 11.2.2; (Exclusions)

d. The amount of credit to be allowed by CONTRACTOR to the DISTRICT for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be

computed on the basis of the net change in accordance with paragraphs 11.3.1.2a through 11.3.1.2d, inclusive.

11.3.2 Whenever the cost of any WORK is to be determined pursuant to paragraph 11.2.1 (General) or 11.2.2, (Exclusions), CONTRACTOR shall submit in form acceptable to EOR an itemized cost breakdown together with supporting data.

11.4 CASH ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract



Documents and shall cause the WORK so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the DISTRICT, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.4.1.2 CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change order shall be issued as recommended by EOR to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.5 UNIT PRICE WORK:

11.5.1 Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price shall be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR shall be made by EOR DISTRICT in accordance with Paragraph 9.8, Determinations for Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 Change of Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if DISTRICT believes that CONTRACTOR has incurred reduced expense as a result thereof, DISTRICT may make a claim for a decrease in the Contract Price in accordance with Article 11 Change of Contract Price if the parties are unable to agree as to the amount of any such decrease.

#### 11.6 OMITTED WORK:

11.6.1 The DISTRICT may at any time, by written order, without Notice to the Sureties, require omission of such contract WORK as it may find necessary or desirable. An order for omission of WORK shall be valid only by an executable change order. All WORK so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for

WORK of a similar nature or character as set forth in the contract; or,

11.6.1.2. By the appropriate lump sum price set forth in the Contract; or,

11.6.1.3. By the reasonable and fair estimated cost of such omitted WORK and profit percentage as determined by the CONTRACTOR and the EOR, and approved by the DISTRICT.

### **ARTICLE 12 – CHANGE OF CONTRACT TIME**

#### 12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. Claims made beyond these time limits shall be null and void.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the DISTRICT with input from the EOR. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this paragraph 12.1.1.

12.1.3 All time limits stated in the Contract Documents are of the essence of the Contract.

12.1.4 Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) that, in the sole judgment of the DISTRICT whose decision shall be binding upon CONTRACTOR are due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1.1.

12.1.5 Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by DISTRICT, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, (Related Work at Sight) fires, floods, epidemics, or acts of God.

12.1.6 The CONTRACTOR must mitigate any loss of time by performing but not be limited to just performing ancillary WORK as is applicable to the project.

12.1.7 Claims for delay due to inclement weather (i.e., beyond the 10 year mean average) shall be made by the 10th day of the month following the month of the delay.

12.1.8 Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.1.9 Where CONTRACTOR IS prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both DISTRICT and CONTRACTOR, an extension of the Contract Times (or





Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall DISTRICT be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing other work as contemplated by Article 7, (Related work at Sight).

3,000,001 to 4,000,000	400.00
4,000,001 to 5,000,000	425.00
5,000,001 to 6,000,000	450.00
6,000,001 to 7,000,000	475.00
7,000,001 to 8,000,000	500.00
8,000,001 to 9,000,000	525.00
9,000,001 to 10,000,000	550.00
10,000,001 to 11,000,000	575.00
11,000,001 to 12,000,000	600.00
12,000,001 and over	625.00

12.2 LIQUIDATED DAMAGES.

12.2.1 The DISTRICT and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the DISTRICT shall suffer financial loss if the WORK is not completed within the times specified in paragraph 2.3 of the Supplementary Conditions and the Notice To Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by DISTRICT in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. DISTRICT and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the DISTRICT if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the DISTRICT:

Base Bid Liquidated Damages Per Day	(\$ ) Dollar Amt
\$1000 to \$20,000	100
20,001 to 75,000	500
75,001 to 150,000	200
150,000 to 350,000	750
350,001 to 750,000	800
750,001 to 1,000,000	1,000
1,000,001 to 2,000,000	1,200
2,000,001 to 3,000,000	1,500
3,000,001 to 4,000,000	1,600
4,000,001 to 5,000,000	1,700
5,000,001 to 6,000,000	1,800
6,000,001 to 7,000,000	1,900
7,000,001 to 8,000,000	2,000
8,000,001 to 9,000,000	2,100
9,000,001 to 10,000,000	2,200
10,000,001 to 11,000,000	2,300
11,000,001 to 12,000,000	2,400
12,000,001 and over	2,500

for each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions, and the NOTICE TO PROCEED for substantial completion until the WORK is substantially complete.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the DISTRICT, CONTRACTOR shall pay DISTRICT

Base Bid Liquidated Damages Per Day	
\$1000 to \$20,000	\$25.00
20,001 to 75,000	50.00
75,001 to 150,000	125.00
150,000 to 350,000	187.50
350,001 to 750,000	200.00
750,001 to 1,000,000	250.00
1,000,001 to 2,000,000	300.00
2,000,001 to 3,000,000	370.00

for each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions and as stated in the NOTICE TO PROCEED.

12.2.3 This sum is not a penalty, being the liquidated damages the DISTRICT shall have sustained in event of such default by the Contractor. The DISTRICT reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the DISTRICT for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

12.3 REIMBURSEMENT OF CONSULTANT EXPENSES:

12.3.1 Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the DISTRICT for all expenses of consulting and inspection incurred by the DISTRICT during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the DISTRICT shall be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as EOR charges associated with the construction contract administration, including resident project representative costs.

**ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which DISTRICT or EOR have actual knowledge shall be given to CONTRACTOR. All defective WORK, whether or not in place, may be rejected, corrected or accepted as provided in Article 13, Test and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment, which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the WORK to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 EOR'S and EOR'S representatives, other representatives of the DISTRICT, testing agencies and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give EOR timely notice of readiness of the WORK for all required inspections, tests or approvals.



13.3.2 If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish EOR the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the DISTRICT'S or EOR'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the WORK, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the WORK.

13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the DISTRICT (or by EOR if so specified).

13.3.4 If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of EOR, it must, if requested by EOR, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given EOR timely notice of CONTRACTOR'S intention to cover the same and EOR has not acted with reasonable promptness in response to such notice.

13.3.5 Neither observations by EOR nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the WORK in accordance with the Contract Documents.

13.3.6 General: For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

13.3.6.1 If, in the making of any test of any material or equipment, it is ascertained by the EOR that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the DISTRICT.

13.3.6.2 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.7 Costs: All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

13.3.7.1 Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the DISTRICT for compliance. The Contractor shall reimburse the DISTRICT for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.8 Certificate of Manufacture: Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

13.3.8.1 These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.9 Start up Tests: As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and

shall make start-up tests of equipment.

13.3.9.1 If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

13.4 TESTING AND INSPECTIONS SPECIFIC RESPONSIBILITIES

13.4.1 The independent firm will perform tests, inspections and other services specified in individual specification sections and as may be required by Owner.

13.4.1.1 Laboratory: Authorized to operate at Project location.

13.4.1.2 Laboratory Staff: Maintain full time specialist on staff to review services.

13.4.1.3 Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

13.4.2 Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

13.4.3 Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Submit final report indicating correction of Work previously reported as non-compliant.

13.4.4 Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

13.4.4.1 Notify Owner, Architect/Engineer and independent firm [24] hours prior to expected time for operations requiring services.

13.4.4.2 Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

13.4.5 Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

13.4.6 Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

13.4.7 Testing Agency Responsibilities:

13.4.7.1 Test samples of mixes submitted by Contractor.

13.4.7.2 Provide qualified personnel at site.

13.4.7.3 Cooperate with Owner, Architect/Engineer and Contractor in performance of services.

13.4.7.4 Perform specified sampling and testing of products in accordance with specified standards.

13.4.7.5 Ascertain compliance of materials and mixes with requirements of Contract Documents.

13.4.7.6 Promptly notify Owner, Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.



13.4.7.7 Perform additional tests required by Architect/Engineer.

13.4.8 Testing Agency Reports

After each test, promptly submit five (5) copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:

- 13.4.8.1 Date issued.
- 13.4.8.2 Project title and number.
- 13.4.8.3 Name of inspector.
- 13.4.8.4 Date and time of sampling or inspection.
- 13.4.8.5 Identification of product and specifications section.
- 13.4.8.6 Location in Project.
- 13.4.8.7 Type of inspection or test.
- 13.4.8.8 Date of test.
- 13.4.8.9 Results of tests.
- 13.4.8.10 Conformance with Contract Documents
- 13.4.9 Limits On Testing Authority:
  - 13.4.9.1 Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 13.4.9.2 Agency or laboratory may not approve or accept any portion of the Work.
  - 13.4.9.3 Agency or laboratory may not assume duties of Contractor.
  - 13.4.9.4 Agency or laboratory has no authority to stop the Work.

13.5 MANUFACTURERS' FIELD SERVICES

13.5.1 When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.

13.5.2 Submit qualifications of observer to Architect/Engineer [30] days in advance of required observations.

13.5.3 Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

13.6. UNCOVERING WORK:

13.6.1. If any WORK is covered contrary to the request of EOR, it must, if requested by EOR, be uncovered for EOR'S observation and replaced, at CONTRACTOR'S expense.

13.6.2. If EOR considers it necessary or advisable that covered WORK be observed by EOR or inspected or tested by others, CONTRACTOR, at EOR'S request shall uncover, expose or otherwise make available for observation, inspection or testing as EOR may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the DISTRICT shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be *defective*, SECTION V

CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 Change of Contract Price and Article 12, Change of Contract Time.

13.7 DISTRICT MAY STOP THE WORK:

13.7.1 If the WORK is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK shall conform to the Contract Documents, the DISTRICT may order CONTRACTOR to stop the WORK, or a portion thereof, until the cause for such order has been eliminated; however, this right of the DISTRICT to stop the WORK shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of CONTRACTOR or any other party.

13.8 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.8.1 If required by EOR, CONTRACTOR shall promptly, as directed, either correct all *defective* WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by EOR, remove it from the site and replace it with non-*defective* WORK. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.8.2 If the Contractor refuses to comply, the DISTRICT has the right to do either (or more) of the following:

13.8.3 The DISTRICT has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or

13.8.4 The DISTRICT shall hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the DISTRICT'S PROJECT MANAGER and in compliance with the DISTRICT'S specifications. The DISTRICT'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.

13.8.5 The remedies contained herein are not exclusive and the OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.9 ONE-YEAR CORRECTION PERIOD:

13.9.1 If within one year after the date of Acceptance of WORK or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be *defective*, CONTRACTOR shall promptly, without cost to the DISTRICT and in accordance with the DISTRICT'S written instructions, either correct such *defective* WORK, or, if it has been rejected by the DISTRICT, remove it from the site and replace it with non-*defective* WORK.

13.9.2 If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the DISTRICT may have the *defective* WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.9.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the WORK, the correction period for that item



may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.9.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.9.5 Where *defective* WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.7., the correction period hereunder with respect to such WORK shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

#### 13.10 ACCEPTANCE OF DEFECTIVE WORK:

13.10.1 If, instead of requiring correction or removal and replacement of *defective* WORK, DISTRICT (and, prior to EOR's recommendation of final payment, also EOR) prefers to accept it, DISTRICT may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to DISTRICT'S evaluation of and determination to accept such *defective* WORK (such costs to be approved by EOR as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

13.10.2 If any such acceptance occurs prior to CONSULTANT'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the DISTRICT shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the DISTRICT may make a claim therefor as provided in Article 11, Change of Contract Price. If the acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the DISTRICT.

#### 13.11 DISTRICT MAY CORRECT DEFECTIVE WORK:

13.11.1 If CONTRACTOR fails within thirty days (30) after written notice of EOR to proceed to correct and to correct *defective* WORK or to remove and replace rejected WORK as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the DISTRICT may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

13.11.2 In exercising the rights and remedies under this paragraph the DISTRICT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the DISTRICT may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which the DISTRICT has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the DISTRICT, the DISTRICT'S representative, agents and employees such access to the site as may be necessary to enable the DISTRICT to exercise the rights and remedies under this paragraph.

13.11.3. All direct, indirect and consequential costs of the DISTRICT in exercising such rights and remedies shall be charged against CONTRACTOR by DISTRICT and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the DISTRICT shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the DISTRICT may make a claim therefor as provided in Article 11, Change of Contract Price. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and/or

replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S *defective* WORK. Contractor shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to DISTRICT. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by the DISTRICT of the DISTRICT'S rights and remedies hereunder.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in paragraph 2.6., Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to EOR.

### 14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price WORK shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the DISTRICT, in accordance with the applicable method of measurement therefore contained herein.

14.2.3 The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the EOR, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the DISTRICT.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the bid shall be in accordance with the description of that item.

### 14.3 APPLICATION FOR PROGRESS PAYMENTS:

14.3.1 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the EOR for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

14.3.2 The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the WORK, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the WORK, but for which payment was allowed.

14.3.3 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainer specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainer shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:



Total Earnings to Date . . . . .	\$
Value of Materials Stored . . . . .	\$
Less Value of Materials Stored for which payment was allowed and which have been installed . . . . .	(\$ )
Sub Total	\$
Less Retainage (based on sub total)	(\$ )
Less total of all previous approved Applications for Progress Payment	(\$ )
NET PAYMENT DUE	\$

5.3.4 The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Contract or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and shall become a permanent part of the WORK and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the DISTRICT has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the DISTRICT'S interest therein, all of which shall be satisfactory to the DISTRICT.

14.3.5 List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

14.3.6 As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the DISTRICT, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the DISTRICT prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest in the reversionary encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.5.1 EOR shall, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the DISTRICT, or return the Application to CONTRACTOR indicating in writing EOR'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the DISTRICT with EOR'S recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be paid by the DISTRICT to CONTRACTOR.

14.5.2 EORS recommendation of any payment requested in the application for payment shall not prohibit the DISTRICT from withholding payment or prohibit the DISTRICT from paying additionally sums regarding other matters or issues between the parties.

14.5.3 EOR'S recommendation of final payment shall constitute an additional representation by EOR to the DISTRICT that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4. EOR may refuse to recommend the whole or any part of any payment if, in EOR'S opinion, it would be incorrect to make such representations to the DISTRICT. The EOR may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in EOR'S opinion to protect the DISTRICT from loss, including but not limited to:

14.5.4.1 The WORK is defective, or completed WORK has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The DISTRICT has been required to correct defective WORK or complete WORK in accordance with paragraph 13.9, or

14.5.4.4 Of EOR'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1.1 through 15.2.1.9 inclusive (District May Terminate).

14.5.5 The DISTRICT may refuse to make payment of the full amount recommended by the EOR because claims have been made against the DISTRICT on account of CONTRACTOR'S performance or furnishing of the WORK, or the release of other items entitling the DISTRICT to credit against the amount recommended, but the DISTRICT must give CONTRACTOR written notice (with a copy to EOR) stating the reasons for such action.

14.5.6 The Work for which payment is requested cannot be verified,

14.5.7 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.5.8 Of unsatisfactory prosecution of the Work, including failure to clean up as required

14.5.9 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.5.10 Of liquidated damages payable by the CONTRACTOR, or

14.5.11 Of any other violation of, or failure to comply with, the provisions of the Contract Documents

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire WORK ready for its intended use, the CONTRACTOR shall notify the DISTRICT and the EOR in writing that the WORK is substantially complete and request that the EOR prepare a Certificate of Substantial Completion

14.6.2 For construction projects having an estimated cost of less than \$10 million, the DISTRICT, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days after the notice from the CONTRACTOR that the work is substantially complete to determine the status of completion.



14.6.3 For construction projects having an estimated cost of more than \$10 million, the DISTRICT, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days unless otherwise extended by contract not to exceed sixty (60) calendar days after notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. If the EOR does not consider the WORK substantially complete, the EOR shall notify the CONTRACTOR in writing giving the reasons therefore. If the EOR considers the WORK to be substantially complete, the EOR shall prepare and deliver to the DISTRICT for its execution and recordation the Certificate of Substantial Completion signed by the EOR and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.6.4 The DISTRICT shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but the DISTRICT shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### 14.7 PARTIAL UTILIZATION:

14.7.1 The DISTRICT shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agent or employees of the DISTRICT.

14.7.2 Prior to Substantial Completion, the DISTRICT, with the approval of the EOR and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the DISTRICT of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which the DISTRICT, EOR and CONTRACTOR agree constitutes a separately functioning and useable part of the WORK that can be used by the DISTRICT without significant interference with CONTRACTOR'S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all WORK subject to the following:

14.7.4 The DISTRICT at any time may request CONTRACTOR in writing to permit the DISTRICT to use any such part of the WORK which the DISTRICT believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the DISTRICT and EOR that said part of the WORK is substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify the DISTRICT and EOR in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request EOR to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after either such request, the DISTRICT, CONTRACTOR and EOR shall make an inspection of that part of WORK to determine its status of completion. If CONSULTANT does not consider that part of the WORK to be substantially complete, EOR shall notify the DISTRICT and CONTRACTOR in writing giving the reasons therefore. If EOR considers that part of the WORK to be substantially complete, the provisions of paragraphs 14.6.1 and 14.6.2 shall apply with respect to

certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.7.5 The DISTRICT may at any time request CONTRACTOR in writing to permit the DISTRICT to take over operation of any such part of the WORK although it is not

substantially complete. A copy of such request shall be sent to EOR and within a reasonable time thereafter to the DISTRICT, CONTRACTOR and EOR shall make an inspection of that part of the WORK to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the DISTRICT and EOR that such part of the WORK is not ready for separate operation by the DISTRICT, EOR shall finalize the list of items to be completed or corrected and shall deliver such list to the DISTRICT and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the DISTRICT and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the WORK which shall become binding upon the DISTRICT and CONTRACTOR at the time when the DISTRICT takes over such operation (unless they shall have otherwise agreed in writing and so informed EOR). During such operation and prior to Substantial Completion of such part of the WORK, the DISTRICT shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related WORK.

#### 14.8. FINAL INSPECTION:

14.8.1 Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, EOR shall make a final inspection with the DISTRICT and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### 14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of EOR and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 14.6, Substantial Completion) and other documents--all as required by the Contract Documents, and after EOR has indicated in writing that the WORK is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to DISTRICT) of all Liens arising out of or filed in connection with the WORK.

#### 14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the Contractor that the WORK has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment, Final Receipt and Release of Lien and accompanying documentation, the DISTRICT'S EOR shall promptly examine the WORK and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed WORK by a properly qualified and experienced Professional EOR, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the DISTRICT in writing that he has examined the WORK and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the WORK for ownership and Final Payment to the CONTRACTOR. However, it



is agreed by the DISTRICT and the CONTRACTOR that such statement by the DISTRICT'S EOR does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the EOR or the DISTRICT liable for any faulty WORK done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The EOR shall then make a final estimate of the value of all WORK done and shall deduct all previous payments which have been made. The EOR shall report such estimate to the DISTRICT together with his recommendation as to the acceptance of the WORK or his findings as to any deficiencies therein. After receipt and acceptance by the DISTRICT of the properly executed Final Warranty of Title and after approval of the EOR'S estimate and recommendation to the DISTRICT, the DISTRICT shall make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including, but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the DISTRICT of the application for final payment, the amount recommended by EOR shall become due and shall be paid to Contractor.

#### 14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of final payment shall constitute:

14.11.1.1 A waiver of all claims by DISTRICT against CONTRACTOR, except claims arising from unsettled Liens, from defective WORK appearing after final inspection pursuant to paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents or the Public Construction Bond and Payment Bonds; and

14.11.1.2 a waiver of all claims by CONTRACTOR against DISTRICT other than those previously made in writing and still unsettled.

#### 14.12 PUNCHLIST PROCEDURES:

**For Contracts over \$10,000,000.00:** Further to §218.735(7)(a)(ii) Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within twenty (20) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with DISTRICT AND EOR ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor, EOR and DISTRICT during the IW. The IW is to occur within twenty (20) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, DISTRICT may conduct the IW with its and EOR.

14.12.2 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of forty-five (45) days from the date of the IW.

14.12.3 No later than forty-five (45) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with DISTRICT. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the

purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for DISTRICT and the Contractor to cooperate to develop a Final Punchlist to be completed no later than forty-five (45) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.5 In no event may the Contractor request payment of final retainage under §218.735(7)(d) Florida Statutes until the Contractor considers the Final Punchlist to be 100% complete.

14.12.6 Contractor agrees to complete the Final Punchlist items within sixty (60) days of the date of its issuance by DISTRICT.

14.12.7 Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) DISTRICT has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

14.12.8 Contractor acknowledges and agrees that DISTRICT may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such DISTRICT generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed corrective work as the work may be observed by DISTRICT during performance of the Work.

14.12.9 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by DISTRICT as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(d) Florida Statutes, DISTRICT may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or are as of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

**For contracts between \$20,000.00 and \$10,000,000.00:** Further to §218.735(7)(a)(ii) Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.10 Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with DISTRICT ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor and DISTRICT during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, DISTRICT may conduct the IW with its Field Inspector.

14.12.11 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

14.12.12 No later than fifteen (15) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with DISTRICT. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of



completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

14.12.13 The intent of this section is for DISTRICT and the Contractor to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.14 In no event may the Contractor request payment of final retainage under §218.735(7)(d) Florida Statutes until the Contractor considers the Final Punchlist to be 100% complete.

14.12.15 Contractor agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by DISTRICT.

14.12.16 Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) DISTRICT has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

14.12.17 Contractor acknowledges and agrees that DISTRICT may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such DISTRICT generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by DISTRICT during performance of the Work.

14.12.18 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by DISTRICT as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(d) Florida Statutes, DISTRICT may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

#### 14.13 REDUCTION OF RETAINAGE PROCEDURES:

14.13.1 Contractor may request a reduction of retainage as provided for by §218.735(7)(8) Florida Statutes. The term "Fifty Percent Completion" as contained in §218.735(7)(8)(b) Florida Statutes shall be defined as follows, in lieu of any other definition:

14.13.2 "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which shall remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractor mobilization, general conditions, supervision or like items which do not involve

permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

14.13.3 With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

14.13.4 After 50-percent completion of the construction services purchased pursuant to the contract, the local

governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10 percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

14.13.5 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

14.13.6 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has as grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.7 This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.8 This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

14.13.9 The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

**14.13.10 Paragraphs 14.13.3 through 14.13.6 do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part,**

**with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to a ny provision of the Local Government Prompt Payment Act.**





**14.13.11 This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.**

14.13.12 All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### **15.1 DISTRICT MAY SUSPEND/STOP WORK:**

15.1.1 The DISTRICT may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and EOR which shall fix the date on which WORK shall be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 (Change of Contract Price) and 12, (Change of Contract Time).

15.1.2 THE DISTRICT MAY STOP WORK: The DISTRICT REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be confirmed in writing. The CONTRACTOR shall not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and shall be confirmed in writing.

### **15.2 DISTRICT MAY TERMINATE FOR CAUSE:**

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien

against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.1.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the WORK in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);

15.2.1.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.1.8 If CONTRACTOR disregards the authority of EOR; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination, the DISTRICT may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the DISTRICT in completing the Project and for reimbursement of damages incurred. The DISTRICT may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the expense incurred by the DISTRICT to finish the Work (including additional managerial and administrative services, plus the DISTRICT'S direct, indirect and consequential losses), exceeds the unpaid balance on this Contract, the Contractor or the Surety shall pay the difference to the DISTRICT promptly on demand. The expense incurred by the DISTRICT as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the DISTRICT makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and the like.

15.2.2 Where CONTRACTOR'S services have been so terminated by the DISTRICT, the termination shall not affect any rights or remedies of the DISTRICT against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the DISTRICT shall not release CONTRACTOR from liability.

### **15.3 DISTRICT MAY TERMINATE WITHOUT CAUSE:**

15.3.1 The DISTRICT may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the DISTRICT shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination, plus reasonable termination expenses. The DISTRICT also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the WORK and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The DISTRICT shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that



the DISTRICT shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the DISTRICT, the DISTRICT may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the DISTRICT, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the DISTRICT written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the DISTRICT. Should the CONTRACTOR not remove such equipment and supplies, the DISTRICT shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the DISTRICT or under an order of court or other public authority, or EOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the DISTRICT fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the DISTRICT and EOR, terminate the Contract and the DISTRICT shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination plus reasonable termination expenses. The DISTRICT shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The DISTRICT may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the DISTRICT, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the DISTRICT written assignments of the same. In addition and in lieu of terminating the Contract, if EOR has failed to act on an Application for Payment or the DISTRICT has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the DISTRICT and EOR stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.24, Continuing the Work, to carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the DISTRICT.

**ARTICLE 16 – DISPUTE RESOLUTION**

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contract or a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of the CONTRACTOR and the DISTRICT or its Project Manager. At all times, the CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the DISTRICT or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of

competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and DISTRICT Project Manager shall be decided by the DISTRICT Superintendent or designee who shall reduce the decision to writing. The decision of the DISTRICT shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initiating any litigation concerning this Contract, the DISTRICT reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

**ARTICLE 17 – MISCELLANEOUS**

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as selected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, electronically communicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

<u>As To DISTRICT:</u>	<u>With A Copy To:</u>	<u>CONTRACTOR:</u>
Director of Facilities	Director of Purchasing	Individual or to a member of the firm or to an officer of the corporation for whom it is intended
Martin County School District	Martin County School District	
1050 East 10 <sup>th</sup> St.	2845 S.E. Dixie Hwy, Bldg 7	
Stuart, FL, 34996	Stuart, FL, 34997	

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should DISTRICT or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 CUMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Terms & Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6, Contractor's Responsibilities, Section 13, Test and Inspections, Correction,



Removal or Acceptance of Defective Work, Section 14, Payments to Contractor and Completion, and Section 15, Suspension of work and Termination and all of the rights and remedies available to the DISTRICT and EOR thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.

#### 17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

#### 17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

##### 17.6.2 255.099 Preference to State Residents.—

(1) Each contract for construction that **is funded by state funds** must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

(a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing the provisions required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

##### 17.6.3 255.0991 Contracts For Construction Services; Prohibited Local Government Preferences.—

(1) For purposes of this section, the term:

(a) "Competitive solicitation" has the same meaning as in s. 255.248.

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(b) "State-appropriated funds" means all funds appropriated in the General Appropriations Act, excluding federal funds.

(2) For a competitive solicitation for construction services in which 50 per cent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state **may not use a local ordinance** or regulation that provides a preference based upon:

(a) The contractor's maintaining an office or place of business within a particular local jurisdiction;

(b) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

(c) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

(3) For any competitive solicitation that meets the criteria in subsection (2), a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by subsection (2).

(4) Except as provided in subsection (2), this section does not prevent a state college, county, municipality, school district, or other political subdivision of the state from awarding a contract to a contractor in accordance with applicable state laws or local ordinances or regulations.

##### 17.6.4 255.20 Specification of State-Produced Lumber.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

#### 17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the WORK specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the WORK who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this WORK or who appears to the DISTRICT to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the DISTRICT, be at once discharged and not again employed in any part of the WORK. Any interference with, or abuse or threatening conduct toward the DISTRICT, EOR or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the DISTRICT to annul the Contract and let the WORK. No intoxicating substance shall be allowed on the WORK site.

#### 17.8 NON-DISCRIMINATION:



17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR shall endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor compliance.

#### 17.9 DRUG-FREE WORKPLACE:

17.9.1 The DISTRICT requires all prospective contractors to maintain a drug free workplace and have their Drug Free Workplace policy posted in their offices and available for inspection by the DISTRICT.

#### 17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or EOR under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The DISTRICT shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A9e) of the Immigration and Nationality Act (INA)]. The DISTRICT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the DISTRICT.

#### 17.11 ASSIGNMENT:

17.11.1 This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the DISTRICT be liable to any assignee or transferee, without the written consent of the DISTRICT, to the assignment, or transfer. The DISTRICT shall not release or discharge CONTRACTOR from any obligation hereunder. The DISTRICT shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the DISTRICT in writing that it consents to the assignment or transfer.

#### 17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for Martin County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal court.

#### 17.13 FUNDING OUT:

17.13.1 Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all CONTRACTORS:

17.13.2 The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination, and

17.13.4 Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another awarded CONTRACTOR in the succeeding funding period.

#### 17.14 DISTRICT PURCHASING CARD:

17.14.1 The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. CONTRACTOR may be presented these credit cards by authorized School District personnel for the above mentioned purchases.

17.14.2 Additionally, The District reserves the right to use the Purchasing Card as an optional method to pay invoices for the project WORK submitted by the CONTRACTOR.

#### 17.15 DEBARMENT:

17.15.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is shallful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

#### 17.16 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near school buildings. Nor shall violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Fire arm" means any weapon (including a starter gun or antique firearm) which shall, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

17.16.4 If any employee of an independent awarded CONTRACTOR or subcontractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent awarded CONTRACTOR or subcontractor. If the subcontractor fails to terminate said employee, the subcontractor's agreement with the independent awarded CONTRACTOR for the District project shall be terminated. If the independent awarded CONTRACTOR fails to terminate said employee or fails to terminate the agreement with the subcontractor, who fails to terminate said employee, the independent awarded CONTRACTOR's agreement with the District shall be terminated.



17.16.5 CONTRACTORS are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.

17.17 BACKGROUND INVESTIGATION:

17.17.1 As a part of the Bid evaluation process, the District may conduct a background investigation including a criminal record check of CONTRACTOR's officers and/or employees, by the Sheriff's Office. The CONTRACTOR's submission of a bid constitutes acknowledgement and consent to such investigation. The District shall be the sole judge in determining the CONTRACTOR's qualifications.

17.18 PRODUCT RECALL:

17.18.1 In the event the awarded CONTRACTOR receives notice that a product delivered by the awarded CONTRACTOR to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded CONTRACTOR shall notify the District's Purchasing Department within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded CONTRACTOR's duty to notify the District's Purchasing Department that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded CONTRACTOR which may be caused or created by the affected product.

17.18.2 The awarded CONTRACTOR shall, at the option of the Purchasing Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the times specified by the District, without causing significant inconvenience to the District.

17.18.3 At the option of the District, the awarded CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within the time specified by the District, without causing significant inconvenience to the District shall be considered a default.



## SECTION VI SCOPE OF SERVICES

### 6.1 WORK OBJECTIVE

The School Board of Martin County, Florida, is seeking qualified, experienced, licensed General Contractors to perform the required work to the Baseball and Softball Fields located at Jensen Beach High School (JBHS) 2875 NW Goldenrod Road, Jensen Beach, FL as follows:

### 6.2 BASEBALL FIELD RENOVATIONS

#### A. Turf Work:

- 1) Obtain permits, if necessary, by Owner.
- 2) Provide direct access to work area, by Owner.
- 3) Locate and identify all irrigation heads, valves, etc., by Contractor.
- 4) Locate and identify any and all underground utilities, by Contractor.
- 5) Soil testing and results, by Owner.
- 6) Cut and remove existing turf to the depth not to exceed a two (2) inch depth, by Contractor.
- 7) Remove spoils to on-site location within ¼ mile for removal, by Contractor.
- 8) Rototill existing surface soil to the depth of four inches, repeat as required, by Contractor.
- 9) Laser grade base and balance existing soils of field allowing for a 12-inch additional top grade, by Contractor.
- 10) Purchase, deliver and place to work site selected soil, by Owner.
- 11) Rough Laser grade and balance playing surface prior to final grade, by Contractor.
- 12) One week break while irrigation contractor installs and marks new irrigation, by Contractor.
- 13) One week later, Laser grading resumes, by Contractor.
- 14) Purchase, deliver and install Tiftuf CERTIFIED wide roll Bermuda sod, by Contractor.
- 15) Roll sod with one-ton vibratory roller, upon completion, by Contractor.
- 16) Grow-in procedures, by Owner.

#### B. Clay Work:

- 1) Remove existing clay from pitcher's mound, skinned area, home plate, and warning track to the depth of six (6) inches, collect and stock pile for later use, by Contractor.
- 2) Set clay base to six (6) inches, laser-grade base. By Contractor.
- 3) Fill with reclaimed clay, allowing room for new clay, by Contractor.
- 4) Purchase, deliver and place New 80/20 Clay, by Contractor.
- 5) Purchase, deliver, and place Crushed Blond Coquina Rock, by Contractor.
- 6) Re-install clay to infield, home base, pitchers mound and warning track, by Contractor.
- 7) Laser grade all clay surfaces to specifications, by Contractor.
- 8) Cap off new surface with new clay and Turface, by Contractor.
- 9) Excavate warning tracks to a six (6) depth, by Contractor.
- 10) Warning track four (4) inches clay and two (2) inches Coquina Rock, by Contractor.



- 11) Purchase, deliver and place tons of Crushed Coquina Rock, by Contractor.
- 12) Allow two (2) inches on top of warning tracks for Crushed Coquina Rock, by Contractor.
- 13) Roll with a one-ton vibratory roller when completed, by Contractor.
- 14) Purchase, deliver and place eight (8) tons of Turface Clay Conditioner, by Contractor.
- 15) Incorporate Turface into clay surface, by Contractor
- 16) Final laser grade entire field, by Contractor.

**C. Drainage Work:**

- 1) Purchase, deliver and install 700 feet of six (6) inch corrugated, Perforated drainage tile, by Contractor,
- 2) Purchase, deliver and install flapper valves, by Contractor.
- 3) Purchase, deliver and install 30 cubic yards' drainage stone, by contractor.
- 4) Install drainage between warning track and outfield, by Contractor.
- 5) Drainage to run from middle of outfield to nearest low drainage basin, by Contractor.

**D. Finish Work:**

- 1) Purchase, deliver and install base anchors and bases, by Contractor.
- 2) Final roll entire field prior to completion, by Contractor.
- 3) Roll all surfaces upon completion.
- 4) Pesticide and Nutrient Applications (Lime, pre-plant fertilizers, post plant fertilizers). (Contact Pesticides as required, Pre-Emergent), as prescribed.

**6.3 SOFTBALL FIELD RENOVATIONS**

**A. Turf Work:**

- 1) Obtain permits, if necessary, by Owner.
- 2) Provide direct access to work area, by Owner.
- 3) Locate and identify all irrigation heads, valves, etc., by Contractor.
- 4) Locate and identify any and all underground utilities, by Contractor.
- 5) Soil testing and results, by Owner.
- 6) Cut and remove existing turf to the depth not to exceed two (2) inch depth, by Contractor.
- 7) Remove spoils to on-site location within ¼ mile for removal, by Contractor.
- 8) Rototill existing surface soil to the depth of four inches, repeat as required, by Contractor.
- 9) Laser grade base and balance existing soils of field allowing for a 12-inch additional top grade, by Contractor.
- 10) Purchase, deliver and place to work site selected soil, by Contractor.
- 11) Rough Laser grade and balance playing surface prior to final grade, by Contractor.
- 12) One week break while irrigation contractor installs and marks new irrigation, by Contractor.
- 13) One week later, Laser grading resumes, by Contractor.
- 14) Purchase, deliver and install TifTuf Certified wide roll Bermuda sod, by Contractor.
- 15) Roll sod with one ton vibratory roller, upon completion, by Contractor.



- 16) Grow-in procedures, by Owner.

**B. Clay Work:**

- 1) Remove existing clay from skinned area and warning track to the depth of six (6) inches, collect and stock pile for later use, by Contractor.
- 2) Set clay base to six (6) inches, laser-grade base. By Contractor.
- 3) Fill with reclaimed clay, allowing room for new clay, by Contractor.
- 4) Purchase, deliver and place New 80/20 Clay, by Owner.
- 5) Purchase, deliver, and place Crushed Blond Coquina Rock, by Contractor.
- 6) Re-install clay to infield skinned area and warning track, by Contractor.
- 7) Laser grade all clay surfaces to specifications, by Contractor.
- 8) Cap off new surface with new clay and Turface, by Contractor.
- 9) Excavate warning tracks to a six (6) depth, by Contractor.
- 10) Warning track four (4) inches clay and two (2) inches Coquina Rock, by Contractor.
- 11) Purchase, deliver and place tons of Crushed Coquina Rock, by Contractor.
- 12) Allow two (2) inches on top of warning tracks for Crushed Coquina Rock, by Contractor.
- 13) Roll with one ton vibratory roller when completed, by Contractor.
- 14) Purchase, deliver and place five tons of Turface Clay Conditioner, by Contractor.
- 15) Incorporate Turface into clay surface, by Contractor
- 16) Final laser grade entire field, by Contractor.

**C. Drainage Work:**

- 1) Purchase, deliver and install 400 feet of six (6) inch corrugated, Perforated drainage tile, by Contractor,
- 2) Purchase, deliver and install flapper valves, by Contractor.
- 3) Purchase, deliver and install 15 cubic yards' drainage stone, by Contractor.
- 4) Install drainage between warning track and outfield, by Contractor.
- 5) Drainage to run from middle of outfield to nearest low drainage basin, by Contractor.

**D. Finish Work:**

- 1) Purchase, deliver and install base anchors and bases, by contractor.
- 2) Final roll entire field prior to completion, by contractor.
- 3) Roll all surfaces upon completion.
- 4) Pesticide and Nutrient Applications (Lime, pre-plant fertilizers, post plant fertilizers). (Contact Pesticides as required, Pre-Emergent), as prescribed.

**E. Preparation Concrete Work:**

- 1) Remove floor of 3rd base dug-out concrete floor by Contractor.
- 2) Excavate to desired depth by Contractor.
- 3) Install new concrete floor at new elevation.





#### 6.4 GENERAL INFORMATION

- A. Preproposal Meeting & Site Visit:** A non-mandatory Pre-proposal Meeting followed by a site visit will be held on **March 6, 2020 at 10:00 AM**, at the Jensen Beach High School, 2875 NW Goldenrod Rd, Jensen Beach, FL 34957. Proposers are to sign the attendance sign-in sheet which shall act as proof of attendance. All prospective proposers are encouraged to attend. Attendance is highly recommended, but is not mandatory.
- B. Questions Deadline:** The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this RFP. Questions shall be emailed to [bids@martin.k12.fl.us](mailto:bids@martin.k12.fl.us) with reference to the RFP number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the District's Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The District will respond to written inquiries, if received by **no later than 2:00pm on March 10, 2020**. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the submittals.
- C. Badge Policy:** This work is to take place on an active campus with active buildings around the area of work. All personnel working onsite with this project must have & wear MCSD badge at all times on the site. The Awarded Contractor must apply for the MCSD Badge and pay for all associated costs for each individual working on the project, and as specified in the General Notes of plan drawings.
- D. Security Letter:** The submittal response **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the District. Failure to submit the Surety Guaranty letter with your submittal shall cause your submittal response to be rejected as non-responsive. The District shall be the sole judge in determining Bonding Capacity.
- E.** The Technical Specifications for this project are contained in Section X.

#### 6.5 BUSINESS OPERATIONS

- A. Hours of Operation:** Unless otherwise directed by the Facilities Director; or his designee, the successful Contractor(s) shall adhere to **normal business hours, between the hours of 7:00 AM and 3:00 PM for deliverables**.
- B. Working Hours:** All Work at the site shall be performed daily, including weekends from the hours of 7:00 am until 7:00 pm. No additional expenses shall be granted for work performed after hours. Contractor is not permitted to perform work on any District observed holiday, without the written consent of the District Project Manager. Contractor will be responsible for inspection costs for overtime work.
- C. Inclement Weather Conditions:** Upon approval by the Facilities Director or designee, the Contractor may cease operations of services during inclement weather conditions.
- D. Observed Holidays:** The District also schedules non-work days throughout the calendar year. The Facilities Director or designee will notify the awarded Contractor of any observed holidays and non-work days that may affect the work schedule. Contractor shall work around the District observed holidays and special events that may impact the project. Holidays and Special Event schedules will be provided during the pre-construction phase of the project. Schedules shall be provided indicating the start/completion dates of the overall construction project.

#### 6.6 SCHEDULE OF VALUES

All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, mobilization/demobilization, supervision, testing, machinery, equipment, tools, materials, coordination



with utility companies, cleanup and other means of construction necessary to complete the described work in accordance with the specifications, and other contract documents.

**6.7 INSPECTION AND DIRECTION**

The work will be conducted under the general direction of the Facilities Department, and is subject to inspection by an appointed inspector to insure compliance with the terms of the bid. No inspector is authorized to change any provision of the specifications without written authorization from the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the bid. Appointments for the final inspection shall be made three (3) days in advance.

**6.8 WARRANTY**

The Contractor shall warranty their workmanship, including all work and materials for this project for a period of one (1) year from date of completion and final acceptance of the work; and shall remain in effect concurrent with the performance bond for the project. Should any defect in workmanship appear during the above stated warranty period, the successful Contractor shall repair or replace same at no cost to the District, immediately upon written notice from the Facilities Department Designee.

**6.9 START OF WORK/COMPLETION TIME**

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a response, successful proposer agrees to start the work within 10 days of issuance of the Notice to Proceed. Awarded Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion within the time proposed.

If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager or designee.

**6.10 PROPOSED PROJECT SCHEDULE**

Calendar days from notice to proceed to substantial completion:	<b>90 Days</b>
Calendar days from substantial to full completion	<b>30 Days</b>



**SECTION VII  
INSTRUCTIONS FOR PREPARING SUBMISSIONS**

**7.1 RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit One (1) one sided original, One (1) flashdrive-electronic copy (PDF format preferred), and four (4) copies) on 8½” by 11” paper, in an opaque, sealed envelope of the requested qualification data for evaluation.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening,

Please tab all support documents or attachments according to the order established in the following paragraph. The District reserves the right to deduct points or reject and not consider any proposal not organized and not containing all the information outlined.

**7.2 PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the District has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

**7.3 LETTER OF TRANSMITTAL**

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner of the Contractor’s understanding of the RFP. An agent authorized to negotiate for the respondent must sign the letter of transmittal. The signature on Attachment G shall certify the veracity of the contents of the submittal and bind the firm to this response to the District’s Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

**Tab 1 ~ Company Qualifications**

Provide a statement indicating the respondent’s interest in, knowledge of, and resources necessary to provide the services described in this RFP. Firms shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart (including office and on site employees), ownership interest, and the length of company’s existence. Firm must identify all of their offices, including the location of the main office that will be responsible for the actual production of the work. If submitting a joint venture, list the address of both entities and the distance in hours from the site. Describe the firm’s facilities, equipment and location and how key staff will service the District from those facilities. Joint ventures, if selected, will be expected to sign a form of contract making each venture jointly and severally liable for its actions and its co-venture’s actions under this contract, or alternatively to provide a copy of an executed, formal joint-venture agreement that so binds each to the other.

All proposed subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489, and shall have been employed full time by the construction firm for at least one year prior to this project’s due date.



Firm shall include current licenses and certifications acquired for the type of work to be performed in the State of Florida, including MBE/MWBE certified by the Office of Supplier Diversity, as defined by the Florida Small and Minority Business Assistance Act of 1985, if applicable.

### **Tab 2 ~ Experience and Knowledge**

Contractor must use trained personnel with adequate experience and skills to perform the work and provide a minimum of three (3) similar projects performed (of which two (2) projects are public education construction projects in Florida, and one project is with a Governmental entity) within the last (10) years. Title and brief description of each project shall include:

- A detailed description of the project
- Contractor's staff assigned to the project and their engagement of duties.
- Negotiated total price, contract time limit, and final construction cost and time
- Owner of the project, including the Project Manager, email, and telephone number of contact person
- The date the project was completed
- Include two (2) references and contact information of Past Performance and working relationships with the District or other Florida School Districts and Government entities.

### **Tab 3 ~ Operational Approach & Methodology:**

Describe, in detail the specific approach and proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The proposer shall address the methodology, technical approach, techniques, and/or processes to be used in providing services. Sufficient detail should be included to explain how each task shall be accomplished and be sufficiently detailed for staff to determine the effectiveness of the proposal and the cost effectiveness of the proposed approach. Describe methods to maintain schedules and ways to recover.

The plan should also include expected obligations and duties of the District upon which the proposed plan is contingent.

### **Tab 4 ~ Construction Schedule:**

Provide a proposed construction schedule with major mile posts identified and descriptive, including but not limited to, start date, site work, substantial completion, and final completion including as-builts. In addition, identify expected obligations and duties of the District upon which the proposed schedule is contingent.

Include a timeline indicating major work tasks for the project and duration (number of days) for timely completion. Also include a preconstruction / kick off meeting with the District, and methods for assuring subcontractor's adherence to schedules should be highlighted. Explain coordination/development of schedule information from subcontractors. A comparison of the firm's project profile should indicate their ability to hold to original schedules and budgets.

### **Tab 5 ~ Cost Proposed:**

The proposed fees shall include all overhead and expenses. Cost proposal shall be provided separating cost items, labor, permitting, etc. Please use the Proposal Form in Section IX-Attachment H, and list the cost of each item in your proposal.

### **Tab 6 ~ References:**

Provide a minimum of three (3) references within the past five (5) years with scope and nature similar to this project. References must include the name of the contact person and a gency, address, telephone and email address. A reference person must be someone who has direct knowledge of the proposer's work and performance. Identify any unique restraints or challenges associated with those projects and how they were addressed in order to deliver a successful project. Do not include firms from Tab 2.

### **Tab 7 ~ Insurance:**

Provide proof of ability to obtain insurance coverages as detailed in Section V. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be



furnished by the firm to the District along with their qualification data. A properly completed Accord Form must be received 10 days after award. The awarded Contractor shall either cover any sub-contractor on its policy or require the sub-contractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

**Tab 8 ~ Submittal Information & Attachments:**

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement
- Attachment B, Subcontractor List
- Attachment C, Non-Collusive Affidavit
- Attachment D, Conflict of Interest
- Attachment E, Drug Free Workplace Cert
- Attachment F, Public Entity Crimes
- Attachment G, Signature Page
- Attachment H. Cost Proposal Form
- Security Guaranty Letter

**Tab 9 ~ Optional Information:** Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two (2) pages).

**Tab 10 ~ Addenda (if applicable):** All addenda issued pursuant to this solicitation must be acknowledged, signed, and submitted as part of the proposal package.



## SECTION VIII EVALUATION OF SUBMISSIONS

### 8.1 SELECTION COMMITTEE PROCESS

The District's selection committee will evaluate proposals using the below criteria and will select the proposer which meets the best interests of the District. This criterion shall be utilized in the evaluation of the proposals. The District reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview.

The District may require oral and visual presentations from those firms that are ranked or short-listed. Notices for interviews / presentations will contain explicit instructions concerning location, date, time and length of interviews. This shall be done at the committee sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the District. The District shall be the sole judge and final arbiter of its own best interests, the proposals, and the resulting negotiated agreement.

If unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price determined to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated, and negotiations will begin with the next top ranked respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. After negotiations are concluded with the respondent(s), the results of the negotiations will be presented to the School Board with its recommendation for award of a contract. The District reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals. The District's decisions will be final.

### 8.2 EVALUATION CRITERIA

The District's evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	100	POSSIBLE POINTS
Firm's Qualifications	25	pts
Knowledge, & Experience	25	pts
Operational Plan: Task approach	20	pts
Proposed price for work to be accomplished		15 pts
Construction Schedule	10	pts
References		5 pts

### 8.3 CONSTRUCTION SERVICES AGREEMENT

An agreement shall be established with the most qualified firm for services at the negotiated price which the School Board's Facilities Department & hired A & E firm determine(s) is fair, competitive, and reasonable. For any lump-sum service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the School Board shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the School Board determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.



All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the District upon their creation without restriction or limitation on their use and will be made available, upon request, to the District at any time during the performance of the services.

Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the District, except for the specific purpose intended hereunder, will be at the District's sole risk and without liability or legal exposure to Proposer or its sub-proposers. The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The District and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida.

Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the proposer, or a purchase order has been issued by the district to the proposer. The district reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) or purchase order to the proposer, notwithstanding that an award may have been published. No proposer shall be entitled to rely on any announcement of an award, and the district shall in no way be estopped in the revocation of an award previously granted.



**SECTION IX  
ATTACHMENTS**

- A. PROPOSER'S PROFILE STATEMENT**
- B. SUB CONTRACTOR LIST**
- C. NO N-COLLUSIVE AFFIDAVIT**
- D. CONFLICT OF INTEREST**
- E. DRUG FREE WORKPLACE CERT**
- F. PUBLIC ENTITY CRIMES**
- G. SIGNATURE PAGE**
- H. COST PROPOSAL FORM**





**ATTACHMENT "A"**  
**Return Completed with Proposal**  
**PROPOSER'S PROFILE STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: \_\_\_\_\_

Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone, \_\_\_\_\_ Fax Number: \_\_\_\_\_

PROPOSER'S Email address: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_  
(Please attach certificate of status, competency, and/or state registration.)

Certification:  MBE  SFDB  MWBE  DVBE  SBA  Other  
(Please attach certificate)

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this RFP: \_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The business is a:  Sole Proprietorship  Partnership  Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the District and shall render the proposer RFQ submittals non-responsive.

At what address was that business located? \_\_\_\_\_

Have you ever failed to complete work awarded to you. If so, when, where and why?  
\_\_\_\_\_

Have you personally reviewed the proposed scope and do you have a complete plan for its performance?  
\_\_\_\_\_



Will you subcontract any part of this scope? If so, give details including a list of each sub-contractor(s) (Use Attachment "B", Subcontractor List) that will perform work and the work that will be performed by each subcontractor(s).

The foregoing list of sub contractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an  Original provider  sales representative  distributor,  broker,  manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature



**ATTACHMENT "B"**  
**Return Completed with Proposal**  
**SUBCONTRACTOR LIST**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom he proposes to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Owner with a certificate of insurance in accordance with the Contract General Conditions. Failure to furnish this information shall be grounds for rejection of the Proposer's proposal.

<u>Name, Address/ Phone#</u>	<u>License#</u>	<u>Specialty-Dut ies</u>	<u>Contract Amount \$</u>	<u>% of contract</u>



**ATTACHMENT "C"**  
**Return Completed with Proposal**  
**NON-COLLUSIVE AFFIDAVIT**

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

DISTRICT OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

PROPOSER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SEAL \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

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



**ATTACHMENT "D"**  
**Return Completed with Proposal**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

In accordance with Instructions to Proposer's, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	MCSB Title or Position of Proposer's Employee	MCSB Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of MCSB, have been identified above.

\_\_\_\_\_  
Signature                      Comp

\_\_\_\_\_  
any Name

\_\_\_\_\_  
Name, Title of Official

\_\_\_\_\_  
Business Address, City, State, Zip Code



**ATTACHMENT "E"**  
**Return Completed with Proposal**  
**DRUG FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE RFQS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP 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 tied RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace 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 actions 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, and 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 RFP 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 RFP, 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.

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

\_\_\_\_\_  
(Print or Type Name)



**ATTACHMENT "F"**  
**Return Completed with Proposal**  
**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. 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)

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

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and Commission Number





**ATTACHMENT "G"**  
**Return Completed with Proposal**  
**SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects;
3. The Proposer has read and complies with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the District vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or DISTRICT, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the District, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by Martin District School District and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Martin District School District and the persons and entities listed above and holds them harmless from any claim arising from such a authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Please check one: \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Non-incorporated Organization

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By

(if a corporation, affix seal)

\_\_\_\_\_  
Print Name & Title

Incorporated under the laws of the State of (if applicable) \_\_\_\_\_.



**ATTACHMENT "H"**  
**Return Completed with Proposal**  
**COST PROPOSAL FORM**

**Jensen Beach High School**  
**Ball Fields Renovation Project**  
 Martin County School District  
 Bid Form

**PROPOSAL**  
**COMPANY NAME:** \_\_\_\_\_

**PRICE ITEM DESCRIPTIONS:**

This item includes all equipment, materials, labor, supervision, and all other work necessary for the field regrading of the Jensen Beach High School Baseball and Softball fields located in Jensen Beach, FL 34957. The ball field renovation work shall include but is not limited to grading, installation of french drain, irrigation system, and all sod/clay/rock. All work for Jensen Beach High School Ball Field Renovation Project should be completed as depicted on the Construction Drawings Sheets 1-5. This item shall include general conditions, bonds, indemnification, mobilization, demobilization, site restoration, and all other necessary items to provide playable fields.

No.	Item Description	Unit	Quantity	Unit Cost	Item Cost
<b>GENERAL ITEMS</b>					
1	Mobilization	EA	1		\$ -
2	General Conditions	EA	1		\$ -
3	Bonds & Insurance	EA	1		\$ -
4	Overhead	EA	1		\$ -
5	Profit	EA	1		\$ -
6	Survey (Layout)	LS	1		\$ -
7	Erosion Control/Monitoring	LS	1		\$ -
8	Staked Silt Fence	LF	10,000		\$ -
9	Soil Tracking Prevention Device	EA	1		\$ -
10	6" French Drain	LF	1,100		\$ -
<b>Subtotal</b>		---	---	---	<b>\$ -</b>
<b>BASEBALL FIELD ITEMS</b>					
11	Field Stripping (Remove 2")	CY	550		\$ -
12	Excavate and Stockpile Clay (6")	CY	565		\$ -
13	Fill Soil (8")	CY	2,200		\$ -
14	Site Grading	SY	13,300		\$ -
15	Coquina Rock (Warning Track)	CY	130		\$ -
16	Irrigation System Design/updates, shop dwgs & Installation	LS	1		\$ -
17	80/20 Infield Clay	CY	75		\$ -
14	TIFTUF Sod (Bermuda)	SY	10,000		\$ -
15	Chainlink Fence fabric removal & reinstall as needed	EA	1		\$ -
<b>Subtotal</b>		---	---	---	<b>\$ -</b>
<b>SOFTBALL FIELD ITEMS</b>					
16	Field Stripping (Remove 2")	CY	150		\$ -
17	Excavate and Stockpile Clay (6")	CY	350		\$ -
18	Fill Soil (8")	CY	600		\$ -
19	Site Grading	SY	4,550		\$ -
20	Coquina Rock (Warning Track)	CY	40		\$ -
21	Irrigation System Design/updates, shop dwgs & Installation	LS	1		\$ -
22	80/20 Infield Clay	CY	125		\$ -
23	TIFTUF Sod (Bermuda)	SY	2,600		\$ -
24	Chainlink Fence fabric removal & reinstall as needed	EA	1		\$ -
<b>Subtotal</b>		---	---	---	<b>\$ -</b>

<b>Total</b>	<b>\$ -</b>
--------------	-------------

\_\_\_\_\_  
 Print Name & Title

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



**SECTION X**  
**PROJECT MANUAL SPECIFICATIONS & DRAWINGS**

SECTION 01 25 13  
PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Administrative and procedural requirements for consideration of request for substitution during the design and construction phases.
- B. Substitution Request Form.

1.2 REFERENCES

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 01 42 00 – References.
- C. Section 01 45 00 – Quality Control.
- D. Section 01 78 00 - Closeout Submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each substitution request on company letterhead with completed Form 01 25 00 A. Form is as indicated in Para. 3.02.
  - 1. During bidding phase, substitution requests shall be directed to Project Architect.
  - 2. During construction phase substitution requests shall be directed to Contractor/CM.
- B. Substitution Form shall identify project, Contractor/CM and Architect during bidding phase plus Subcontractor or supplier during construction phase indicating Specification Section and Paragraph number of specified material and pertinent drawing and detail numbers, as appropriate.
- C. Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.
- D. Apply contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the work and contract documents.
- E. Schedule submittals to expedite the project, and deliver to Architect or Contractor/CM at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Architect or CM/Contractor.
  - 1. Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.
  - 2. Provide space for Contractor/CM and Architect review stamps.
  - 3. When revised for resubmission, identify all changes made since previous submission.
  - 4. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
  - 5. Submittals not requested will not be recognized or processed.

1.4 SUBSTITUTION REQUESTS

- A. Requests for substitutions shall be made not later than ten (10) calendar days prior to bid date by prospective bidders, or time set by Owner for receipt of GMP (Guaranteed Maximum Price) from CM. Requests received after the above dates may not be considered.

PART 2 PRODUCTS

2.1 Not Used.

PART 3 EXECUTION

3.1 FORM EXECUTION

- A. Contractor/CM shall submit Product Substitution Request on Form 01 25 00A on following page with transmittal letter and self-addressed stamped envelope for Architect's use in returning response to substitution request.

3.2 SUBSTITUTION FORM 01 25 13A - PRODUCT SUBSTITUTION REQUEST

A. Specified Product \_\_\_\_\_

B. Sheet No./Specification Section and Paragraph \_\_\_\_\_

C. Contractor/CM has reviewed and approved proposed substitution?

Yes \_\_\_\_\_ No \_\_\_\_\_

D. Requested Product Substitution: \_\_\_\_\_  
\_\_\_\_\_

E. Does Product Meet or Exceed Specified Product Requirements? Yes \_\_\_ No \_\_\_  
(If answer is no, explain.) \_\_\_\_\_

F. Does Product Substitution affect dimensions shown on Drawings? Yes \_\_\_ No \_\_\_  
(If answer is no, explain.) \_\_\_\_\_

G. Reason for Requested Substitution: \_\_\_\_\_  
\_\_\_\_\_

H. Cost Difference between Product Specified and Product Proposed:  
Add \$ \_\_\_\_\_ Subtract \$ \_\_\_\_\_

I. Electrical Requirements equal to Specified Product: Yes \_\_\_ No \_\_\_ N/A \_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_

J. Plumbing Requirements equal to Specified Product: Yes \_\_\_ No \_\_\_ N/A \_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_

K. Mechanical Requirements equal to Specified Product: Yes \_\_\_ No \_\_\_ N/A \_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_

L. Does the Product Substitution have any effect on other trades? Yes \_\_\_ No \_\_\_  
(If yes, explain): \_\_\_\_\_  
\_\_\_\_\_

M. Contractor/CM agrees to pay for changes in building design, including engineering and detailing costs, caused by requested product substitution. Yes \_\_\_ No \_\_\_

N. Signature of Bidder/Contractor/CM shall indicate function, appearance and quality of proposed substitution is equivalent or superior to specified item.

O. Contractor/CM assumes responsibility for delay or claims arising from review and evaluation of requested product substitution.

P. Approval of proposed substitution shall have no effect on coordination and installation of work in accord with contract documents.

Submitted by: \_\_\_\_\_ For Use by the Architect and Owner: \_\_\_\_\_

\_\_\_\_\_  
Contractor/CM

\_\_\_\_\_ Received Too Late

\_\_\_\_\_  
Firm

\_\_\_\_\_ Not Accepted

\_\_\_\_\_ Approved As Noted

\_\_\_\_\_  
Submittal of Information in  
Accord with this Section

\_\_\_\_\_ Approved For Bidding Only,  
Final Approval Contingent Upon Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Architect

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

END OF SECTION

SECTION 01 29 00  
PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Procedures for preparation and submittal of Applications for Payment.
- B. Unit pricing shall be in conformance with 2007 Edition of AIA A201 General Conditions of the Contract and as amended by Owner on July 13, 2009. Copy is included in Division 1, Section 00 72 00 – General Conditions.

1.2 RELATED SECTIONS

- A. Section 01 22 00 – Unit Prices.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 78 00 – Closeout Submittals.

1.3 FORMAT

- A. Payment format shall in accord with AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheets.
- B. Contractor/CM's AIA G702/703 equivalent forms including continuation sheets may be substituted for AIA Payment Forms if preapproved by Owner's Project Manager.

1.4 PREPARATION OF APPLICATIONS

- A. Present handwritten pre-application draft payment forms to Owner for review before submitting applications for payment.
- B. After revising draft payment forms, prepare and submit six typewritten copies or on electronic media printout Pay Application as preapproved by Owner.
- C. Execute certification by signature of authorized officer.
- D. Use data from Owner preapproved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- E. List each authorized Change Order as extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for original item of Work.
- F. Prepare Application for Final Payment as specified in Section 01 78 00 – Closeout Submittals.

1.5 SUBMITTAL PROCEDURES

- A. Submit six copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Payment Period: Submit at monthly intervals not later than the fifteenth of the month unless otherwise stipulated in the Agreement.
- D. Submit Release of Liens waivers with each Application for Payment.



1.6 SUBSTANTIATING DATA

- A. When Architect or Owner requires substantiating information, submit data justifying dollar amounts.
- B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- C. Include following data with application.
  - 1. Partial release of liens from major subcontractors and vendors.
  - 2. Affidavits attesting to off-site stored products.
  - 3. Construction progress schedule, revised and corrected to reflect project status at time of payment application.

1.7 PAYMENTS

- A. Payments may be made for materials stored off-site if preapproved by Owner's Project Manager and off-site facility is insured and bonded air conditioned warehouse, and only if project site doesn't allow storage or protection for equipment and supplies.
- B. Payments will normally be made to Contractor/CM by 10<sup>th</sup> of each month, if copies are preapproved by Owner's Project Manager and received by 25<sup>th</sup> of previous month, unless otherwise stipulated in Agreement.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Project management, coordination of construction activities, interface with Owner's staff for existing facilities and project conditions related to project for new and existing facilities.
- B. Meetings for field engineering and project coordination, preconstruction, construction procedures, pay application and progress meetings, pre installation and project closeout meetings.
- C. Site mobilization, materials and equipment storage, site cleanup and demobilization.

1.2 RELATED SECTIONS

- A. Section 01 25 13 – Product Substitution Procedures.
- B. Section 01 29 00 – Payment Procedures.
- C. Section 01 33 00 – Submittal Procedures.
- D. Section 01 35 53 – Security.
- D. Section 01 42 00 – References.
- E. Section 01 45 00 – Quality Control.
- F. Section 01 66 00 – Project Storage and Handling Requirements.
- G. Section 01 78 00 – Closeout Submittals.
- H. Section 01 91 00 – Commissioning.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating Owner's occupancy of completed portions of project or existing building on site, and items to be furnished or installed by Owner.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. In finished areas with exposed ceilings, piping and conduits shall either concealed or be run at right angles and be attached to underside of floor or deck above. Wiring shall not be exposed. Exposed ductwork shall be painted spiral duct.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accord with Contract Documents, to minimize disruption of Owner's activities.
- G. Owner will not consider change orders for extra work required by Contractor due to his inadequate coordination.

1.4 FIELD ENGINEERING FOR PROJECT LAYOUT

- A. Employ Land Surveyor registered in State of Florida acceptable to Owner's Project Manager.
- B. Locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner's provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit copy of site drawing and certificate signed by Land Surveyor that elevations and locations of Work are in accord with Contract Documents.

1.5 FLOOR SLAB VERIFICATION SURVEY

- A. Separate from Field Engineering noted above, Contractor/CM shall provide topographic survey of building floor slabs on grade to indicate that finish floor elevations and slab locations are per contract documents, water management and building department requirements.
- B. Survey shall be submitted upon completion of slabs on grade. Remaining work shall not proceed until Owner's Project Manager has reviewed survey information and verified that floor slabs are constructed at proper elevation and locations.
- C. Survey shall be prepared, signed and sealed by Florida licensed surveyor, other than the surveyor noted in Para. 1.04 Field Engineering.
- D. Surveyor shall be selected from one of Owner's annual surveying vendors. List may be obtained from Owner's Project Manager.

1.6 PRECONSTRUCTION MEETING

- A. Owner's Project Manager will schedule pre construction conference after Notice to Proceed.
- B. Attendance Required: Owner, Architect, and Contractor/CM.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement, if not executed.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties in Contract, and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Scheduling activities of Geotechnical Engineer.
  - 9. Issuance of Notice to Proceed.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

1.7 SITE MOBILIZATION MEETING

- A. Owner will schedule meeting at Project site prior to Contractors start of work.
- B. Attendance Required: Owner, Architect, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.

2. Owner's requirements and partial occupancy.
  3. Construction facilities and controls provided by Owner.
  4. Temporary utilities provided by Owner.
  5. Survey and building layout.
  6. Security and housekeeping procedures.
  7. Schedules.
  8. Application for payment procedures.
  9. Procedures for testing.
  10. Procedures for maintaining record documents.
  11. Requirements for start-up of equipment.
  12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

#### 1.8 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of work at weekly intervals. Less frequent meetings may be requested for projects or work stages if requested in writing to the Owner's Project Manager.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner's Project Manager, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review previous Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress schedule during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

#### 1.9 PREINSTALLATION MEETINGS

- A. When required in individual specification section, convene pre-installation meeting at site prior to commencing work of section.
- B. Require attendance of parties directly affecting, or affected by, work of specific section.
- C. Notify Owner and Architect five working days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Motors: Refer to Electrical Sections for specific motor types.
- B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- C. Cord and Plug: Provide minimum 6' cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

## PART 3 EXECUTION

### 3.1 EXISTING BUILDING PROJECT PROCEDURES

- A. Materials: As specified in Product sections; match existing Products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove, cut and patch Work in manner to minimize damage and to provide means of restoring Products and finishes to original or specified condition.
- E. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- F. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- G. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at natural line of division and submit recommendation to Architect for review.
- H. Where change of plane of 1/4" or more occurs, submit recommendation for providing a smooth transition to Architect for review.
- I. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
- J. Work that penetrates fire or smoke rated partitions or floors shall be repaired to provide original fire or smoke rating.
- K. Finish surfaces as specified in individual Product Specification Sections.

END OF SECTION

SECTION 01 32 16  
CONSTRUCTION PROJECT SCHEDULE

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Preparation of preliminary Construction Schedule, Contractor's/CM/GC final master Construction Schedule, hereinafter called the Construction Schedule, Short Interval Schedules (look ahead), and monthly updates.
- B. Scope of work and project completion are as indicated. Bidders shall include with their bid, a proposed project schedule indicating each item of work in CSI numbering format showing each work division in CPM (Critical Path Method) work sequencing. Schedule shall base critical path on Owner's providing pre purchase of long lead items, and assuming that those products and services are delivered to the Contractor/CM on time for meeting proposed project schedule.

1.2 SUBMITTALS

- A. Submit schedule in accord with Section 01 33 00 – Submittal Procedures.
- B. Preliminary Project Schedule:
  - 1. Purpose of preliminary schedule is to determine Bidder's intent as to how work can be prosecuted to allow project completion in specified time frame.
  - 2. Bidder's shall comply with "The Use of CPM in Construction – A Manual for General Contractors" published by Associated General Contractors of America, Inc. Schedules shall utilize nationally recognized scheduling format such as Primavera or Microsoft Project. Software version selected shall be compatible with Owner's Microsoft Word or Office software so that schedule can be reviewed and saved in Owner's computer system.
  - 3. Schedule shall be on 11" x17" paper indicating project activities, duration, start and finish dates of each activity, float or slack time, critical path, and total number of days for project.
  - 4. Include float or slack time in Schedule. Float is defined as amount of time between earliest start date and latest start date or days between earliest end date and latest end date.
  - 5. Construction schedule shall begin based on Owner's intent to issue Notice to Proceed Letter to Contractor/CM, and be completed within "x" Calendar Days from NTP. Substantial Completion is "date", with "x" calendar days to Final Completion or "date".
  - 6. Preliminary Project Schedule shall be submitted with Bid Proposal. Failure to do so will be grounds for rejection of the Bid Proposal.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Bidders are responsible for verification of existing conditions to the extent that they are observable and can be inferred by visual inspection.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. In finished areas with exposed ceilings, piping and conduits shall either concealed or painted and be run at right angles, and attached to underside of floor or deck above. Wiring shall not be exposed. Exposed ductwork shall be painted.
- F. Coordinate scheduling to allow time for submittals, Owner's approval, Building Dept. review, permitting and inspections to ensure efficient and orderly sequence of installation of interdependent construction elements. Schedule shall provide for accommodating Owner's occupancy of other buildings on site, and items to be furnished or installed by Owner.
- G. Owner will not consider change orders for extra work required by Contractor due to his inadequate coordination.

PART 2        NOT USED

PART 3        NOT USED

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:
1. Proposed Products Lists.
  2. Proposed Vendor List.
  3. Product Data.
  4. Shop Drawings.
  5. Samples.
  6. Design Data.
  7. Field Test Reporting.
  8. Quality Control Reporting.
  9. Certificates.
  10. Manufacturer's Installation, Handling and Storage Instructions.
  11. Manufacturer's Field Reports.
  12. Erection Drawings.
  13. Closeout Documents
  14. Warranties.
  15. Scheduling of Work.
  16. Construction Progress Schedule.
  17. Submittals Schedule.
  18. Survey and Layout Data.
  19. Construction Progress Reporting.
  20. Periodic Work Observation.
  21. Photographic Documentation.
  22. Purchase Order Tracking.
  23. Operation and Maintenance Documentation.

1.2 RELATED SECTIONS

- A. Section 01 29 00 – Payment Procedures.
- B. Section 01 31 12 – Project Coordination.
- C. Section 01 42 00 – References.
- D. Section 01 45 00 – Quality Control.
- E. Section 01 66 00 – Product Storage and Handling Requirements.
- F. Section 01 78 00 – Closeout Submittals.

1.3 SUBMITTAL PROCEDURES

- A. Submittal Procedures shall be in conformance with AIA A201 General Conditions of the Contract and as amended by Owner on July 13, 2009. Copy is included in Division 1, Section 00 72 00 – General Conditions.
- B. Transmit each submittal with AIA Form G810-2001 or Owner's Standard Transmittal form.
- C. Sequentially number each transmittal forms. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify project, Contractor/CM, subcontractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.



- E. Apply Contractor/CM's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the work and contract documents.
- F. Schedule submittals to expedite the project, and deliver to Engineer and Contractor/CM at business address. Coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor/CM.
- H. Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.
- I. Provide space for Contractor/CM and Engineer review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 work days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data for Review:
  - 1. Submit to Engineer for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.
  - 2. After review, provide copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 01 78 00 – Closeout Submittals.
- B. Product Data for Information:
  - 1. Submittal for Engineer's knowledge as contract administrator or for Owner.
- C. Product Data for Project Close-out:
  - 1. Submit for Owner's benefit during and after project completion.
- D. Submit number of copies required by Contractor/CM plus two copies for transmittal to Engineer and two copies for transmittal to Owner's Project Manager.
- E. Mark each copy to identify applicable products, models, options, and other data.
- G. Supplement manufacturers' standard data to provide information unique to project.
- H. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- I. After review, distribute in accord with Submittal Procedures article above and provide copies for record documents described in Section 01 78 00 - Closeout Documents.

#### 1.6 CONSTRUCTION SUBMITTALS

- A. Submit one copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.
- B. Submit Payment Applications to Engineer for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.
- C. Shop Drawings: Provide following information:
  - 1. Fabrication and installation Drawings and details.
  - 2. Template placement diagrams.
  - 3. Manufacturer's installation instructions.

4. Product patterns and colors.
  5. Coordination Drawings.
  6. Schedules.
  7. Product product mix formulae.
  8. Product design or engineering calculations.
  9. Other information as required by project.
  10. After review, produce copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 01 78 00 – Closeout Submittals.
  11. Submit to Engineer for purpose of checking conformance with information given and design concept and Owner’s Project Manager.
- D. Project Closeout Documents:
1. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
  2. Submit number of copies required by Contractor, plus one copy for Engineer and two copies for Owner.
  3. Submit to Engineer for Owner's benefit during and after project completion.
    - a. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
    - b. Submit one copy and one reproducible copy required by Contractor/CM, plus one copy for Engineer and two copies for Owner.
- E. Product Samples
1. Submit to Engineer for purpose of checking conformance with information given and design concept expressed in the documents.
  2. After review, Engineer shall submit color board to Owner’s Project Manager per Submittal Procedures.
  3. Sample finishes and colors shall be from full range of manufactures' standard colors, textures, and patterns for Engineer’s selection and preparation of color board for Owner’s approval.
  4. After review and approval by Owner, provide duplicates and distribute per Submittal Procedures.
  5. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  6. Include identification on each sample, with full project information.
    - a. Submit number of samples specified in specification, one of which Engineer shall retain.
    - b. Reviewed samples may be used in work, if indicated.
- F. Product Design Data and Test Reports:
1. Submit to Engineer as contract administrator and for Owner’s Project Manager for purpose of checking conformance with information given and completed work on project.
- G. Certificates:
1. When specified, submit certification by manufacturer, installation/application subcontractor, or contractor to Engineer, in quantities specified for Product Data.
  2. Indicate material or Product conforms to or exceeds specified requirements.
  3. Submit supporting reference date, affidavits, and certifications as appropriate.
  4. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- H. Manufacturer’s Instructions:
1. When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.

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2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
  3. Refer to Section 01 45 00 – Quality Control for quality assurance requirements.
- J. Manufacturer's Field Reports:
1. Submit reports to Engineer and Owner's Project Manager.
  2. Submit report within 30 days of observation to Engineer.
  3. Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
- K. Erection Drawings:
1. Submit drawings to Engineer and Owner's Project Manager.
  2. Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
  3. Data indicating inappropriate or unacceptable work is subject to rejection by Engineer or Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 35 53  
SECURITY PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Development of site security program, project entry control procedures, personnel screening and identification in compliance with Florida Statute FS1012.465 – Jessica Lunsford Act for vendors, and Contractor/CM's.

1.2 RELATED SECTIONS

- A. Section 01 31 00 – Project Management and Coordination.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 56 00 – Temporary Barriers and Enclosures.

1.3 JESSICA LUNSFORD ACT

- A. Contractor/CM, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.
  - 1. Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
  - 2. Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
    - a. Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.
    - b. Contractor/CM, subcontractors, vendors and suppliers may be allowed on a student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.
    - c. Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources with 48 hours of arrest or notice of arrest or criminal offense.
    - d. Persons failing to notify their employer and Martin County School District's Department of Human Resources with 48 hours of arrest will be charged with 3<sup>rd</sup> degree felony, punishable by up to five years imprisonment and \$1,000 fine.
    - e. Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3<sup>rd</sup> degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- B. Contractor/CM, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
  - 1. Contractor/CM, his subcontractors, vendors and suppliers have worked and obtained in other school districts must be screened to obtain new badges.

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2. Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1200, Ext. 30296.
  3. Fingerprinting services are provided by private vendor through Florida Dept. of Education. DOE sponsored website will direct individuals to nearest fingerprinting location.
  4. Cost of fingerprinting is (Check with the School District) per person and shall be prepaid either by money order to (Check with the School District) or by credit card payment via Internet. Website is <http://www.flprints.com>. For information, telephone (877) 357-7456.
  5. Money orders shall be made out to 3M Cogent. Money order must be brought to appointment.
  6. Individuals shall register online prior to their appointment:
    - a. Navigate to [https://www.cogentid.com/fl/index\\_fdoe.htm](https://www.cogentid.com/fl/index_fdoe.htm) and select "register online".
    - b. For County select Martin County from pull-down box.
    - c. For CRI Literal select: FL931392Z Contractors & Vendors.
    - d. Fill out remaining information and submit.
    - e. Use Internet Explorer.
  7. Individuals being fingerprinted shall provide valid, government issued driver's license, identification card or passport.
  8. After fingerprinting and criminal background check is complete, individuals shall make appointment for photo ID's by making appointments at Martin County School District Personnel Department located in Building 20 at School District Administration Center, 500 E. Ocean Blvd., Stuart, FL 34994.
  9. Appointments for ID photo badges shall be made after completion of fingerprinting with Martin County School District Personnel Department by phone at (772) 219-1200, Ext. 30296
  10. Photo ID applicants shall have registration confirmation receipt with them when they arrive for appointment.
  11. Cost of Photo ID's is (Check with the School District). Payment may be made with company check, money order or personal check. Checks shall be made payable to Martin County School District.
- C. Non-Instructional Contractors with current Martin County School District ID Photo Badges shall update their badges to the State Uniform Badge required by Florida Statute 1012.467, effective July 1, 2014.
1. There is no cost for individuals with current Martin County School District ID Photo Badges to upgrade their badges.
  2. Badges from other individual School Districts are no longer accepted on school sites in Florida.
  3. New state wide badges are accepted in any School District regardless of where it was issued.
  4. Non-Instructional Contractors and their employees working on School sites shall apply for State-Wide Badges as noted above.
  5. Non-Instructional Contractors shall submit lists of their badged employees via email to Eileen Loreti at the Martin County School District Personnel Department at [loretie@martin.k12.fl.us](mailto:loretie@martin.k12.fl.us).

### 1.4 SECURITY PROGRAM

- A. Protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.
- B. Initiate security program in coordination with Owner's existing security system at time of project mobilization to ensure safety of students, faculty and visitors to the unaffected portions of the school facilities.

- C. No student contact is permitted between the Contractor's personnel and students. Any breach of this requirement will result in the immediate removal of the personnel from the job site upon direction by the Owner.
- D. Smoking is not allowed on School Board property. Any breach of this restriction will result in immediate removal of personnel from the site upon direction by Owner's Project Manager.
- E. Maintain security program throughout construction period until Owner's project acceptance.

#### 1.5 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities as indicated by Owner approved security plan.
  - 1. Allow entrance only to authorized persons with proper identification.
  - 2. Maintain log of workers and visitors, make available to Owner on request.
  - 3. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

#### 1.6 PERSONNEL IDENTIFICATION

- A. Contractor/CM on-site staff, subcontractors and vendors on site shall wear identification badges at all times on site.
- B. Identification badges shall be current at time of project and shall be reverified and reissued yearly if project extends past original badge expiration date.

#### 1.7 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Provide list of personnel proposed to be used on project for fingerprinting and background checks (only required for existing school projects).
- C. Contractor/CM shall submit initial list of accredited persons and provide monthly updated lists to Owner.
- D. Provide security plan to Owner indicating how construction site is to be secured and separated from existing school and its operations including normal and emergency egress and exiting from the operational portion of school and for new additions and existing portion under construction.

### PART 2 PRODUCTS

2.1 Not Used.

### PART 3 EXECUTION

3.1 Not Used.

END OF SECTION

SECTION 01 42 00  
REFERENCE STANDARDS

PART 1 GENERAL

1.1 REFERENCE STANDARDS

- A. Reference and design standards referenced in Florida Building Code and Florida Fire Prevention Code, 6<sup>th</sup> Editions are applicable.
- B. Documents listed shall be standard references currently in effect at time of project building permitting.
- C. American Society of Testing Materials (ASTM):
  - 1. See individual product specification sections for applicable ASTM standards.
- D. American National Standards Institute (ANSI)/Underwriters Laboratories (UL):
  - 1. See individual product specification sections for applicable ANSI standards.
- E. Underwriters Laboratories (UL) - Fire Resistance Directory.
- F. Warnock-Hersey - Product Directory.
- G. Building Industry Consulting Services International (BICSI):
  - 1. BICSI-568-2001: Installing Commercial Building Telecommunications Cabling.
  - 2. BICSI Telecommunications Distribution Methods Manual (TDMM).
  - 3. BICSI Telecommunications Cabling Installation Manual (TCIM).
  - 4. BICSI Outside Plant Design Reference Manual, 5th Edition.
- H. FCC (Federal Communications Commission) Rules.
- I. National Electrical Code (NEC):
  - 1. NFPA 70 National Electrical Code, 2008 Edition.
- J. National Fire Protection Association (NFPA):
  - 1. NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).
  - 2. NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).
- K. Occupational Health and Safety (OSHA): State and Federal Requirements.
- L. Telecommunications Industry Association (TIA)/Electronics Industry Association (EIA):
  - 1. TIA/EIA-568-B.1 and addenda: Commercial Building. Telecommunications Cabling Standard - Part 1: General Requirements.
  - 2. TIA/EIA-568-B.2 and addenda: Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair.
  - 3. TIA/EIA-568-B.2-1: Transmission Performance Specifications for 4-Pair 100 Ohm Category 6 Cabling.
  - 4. TIA/EIA-568-B.3 and addenda: Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard.
  - 5. TIA/EIA-568-B.3-1: Additional Transmission Performance Specifications for 50/125 ohm Optical Fiber Cables.
  - 6. TIA/EIA-569-A and Addenda: Commercial Building Standard for Telecommunications Pathways and Spaces, CSA T530.
  - 7. TIA/EIA-606-A and Addenda: Administration Standard for Telecommunications Infrastructure of Commercial Buildings, CSA T528.
  - 8. ANSI-J-STD-607-A and Addenda: Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications, CSA T530.
  - 9. TIA/EIA-526-7 and Addenda: Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.
  - 10. TIA/EIA-526-14A and Addenda: Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.
  - 11. TIA/EIA-758: Customer Owned Outside Plant Telecommunications Cabling Standard.

- M. International Electrical Code (IEC):
  - 1. TR3 61000-5-2 - Ed. 1.0 and amendments: Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines – Section 2: Earthing and Cabling”.
  - 2. ISO/IEC 11801: 2000 Edition, 1.2 and amendments: Information Technology – Generic cabling for customer premises.
- N. International Standards Organization (ISO/IEC): 11801: 2000 Ed. 1.2 and amendments: Information technology - Generic cabling for customer premises.
- O. NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.
- P. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- Q. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- R. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
  - 1. SSPC-SP 1 – Solvent Cleaning.
  - 2. SSPC-SP 2 – Hand Tool Cleaning.
  - 3. SSPC-SP 3 – Power Tool Cleaning.
  - 4. SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.
- S. WDMA (Window and Door Manufacturer’s Association) I.S. 1-A-2004.

## 1.2 DEFINITIONS

- A. Communication Definitions:
  - 1. ITS: Information Transport System: Copper cabling or optical fiber for transmission of information on School District property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to School District-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying School District’s information. Pathways are not limited by School District’s ownership, but include those owned by third parties. Information Transport System may be referred to as “the network” within project documents.
  - 2. ICP: Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, firewalls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.
  - 3. OCP: Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-School District source to School District building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g. OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.
  - 4. Cable: An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath.
  - 5. DP: Dead pairs: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.
  - 6. GP: Grounding electrode: Conductor (rod, pipe or plate or group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.



7. GEC: Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source of separately derived system.
  8. Handbox: Rectangular or square underground pathway element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway.
  9. Handhole: A round underground pathway element similar to a handbox, which cannot be fully entered, that allows for a pulling point in a pathway.
  10. Identifier: An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.
  11. Infrastructure (Information Transport System): A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus.
  12. Linkage: A connection between a record and an identifier or between records.
  13. Maintenance (man) holes: Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.
  14. Media (Information Transport System): Wire, cable, or conductors used for Information Transport System.
  15. OB: Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices.
  16. Outlet (Connector) (Information Transport System): Connecting device in work area on which horizontal cable or outlet cable terminates.
  17. Pathway: Facility for the placement of Information Transport System cable.
  18. Record: Collection of detailed information related to specific element of Information Transport System infrastructure.
  19. Report: Presentation of collection of information from various records.
  20. Space (Information Transport System): Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/handboxes/handholes.
  21. Splice: Joining of conductors in splice closure, meant to be permanent.
  22. Splice box: Box, located in pathway run, intended to house cable splice.
  23. Splice closure: Device used to protect splice.
  24. Termination position: Discrete element of termination hardware where information Transport System conductors are terminated.
  25. Work Area (work station): Building space where occupants interact with Information Transport System terminal equipment.
- B. Painting Definitions:
1. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations noted in Florida Building Code, Chapter 2 are applicable.
- B. General Abbreviations:
1. AC: Above Counter/Air Conditioning.
  2. ACR: Attenuation-to-Crosstalk Ratio.
  3. ADA: Americans with Disabilities Act.
  4. AFF: Above finished floor.
  5. AFG: Above finished grade.
  6. ANSI: American National Standards Institute.

7. ARCH: Architect or Architectural.
8. ASTM: American Society for Testing and Materials (ASTM International).
9. AWG: American Wire Gauge.
10. BD: Building distributor (replacing main-cross connect and MDF as “building service” room identifiers).
11. BICSI®: Building Industry Consulting Service International, Inc.
12. BTU: British Thermal Unit.
13. CAT6: Category 6 cable.
14. CATV: Community Antenna Television (cable television).
15. CD: Campus distributor (replacing main-cross connect and MDF as “campus-wide service” room identifiers). Also, compact disk for storage of audio or video information.
16. CO: Communications Outlet.
17. COAX: Coaxial Cable.
18. CP: Communications Panel.
19. dB: Decibel.
20. EMS: Energy Management System or Emergency Management System.
21. EMT: Electrical metallic tubing.
22. ENT: Electrical nonmetallic tubing.
23. EDPM: Ethylene-polypropylene-diene membrane.
24. EF: Entrance Facility.
25. EIA: Electronic Industries Alliance.
26. ELFEXT: Equal Level Far-End Crosstalk.
27. EMC: Electromagnetic Compatibility.
28. EMI: Electromagnetic Interference.
29. ER: Equipment Room. Replacing “TR”
30. FMC: Flexible metallic conduit.
31. FCC: Federal Communications Commission.
32. FD: Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as “building service” room identifiers). Also, Floor Drain as part of building plumbing system.
33. FDDI: Fiber Distribution Data Interface.
34. FEXT: Far-End Crosstalk.
35. FO: Fiber Optic.
36. Freq: Frequency.
37. GE: Grounding equalizer (replacing TBBIBC).
38. Gnd: Ground.
39. HB: Handbox. Also, hose bibb for water supply part of plumbing system.
40. HC: Horizontal Cross-Connect (replaced by floor distributor “FD”).
41. HH: Handhole.
42. HVAC: Heating, Ventilation, and Air Conditioning.
43. Hz: Hertz.
44. IC: Intermediate Cross-Connect (replaced by building distributor “BD”).
45. IDC: Insulation Displacement Connectors.
46. IDF: Intermediate Distribution Frame (replaced by “BD” or “FD”).
47. IEEE: Institute of Electrical and Electronics Engineers.
48. IMC: Intermediate metal conduit.
49. IN: Inches.
50. ISO: International Organization for Standardization.
51. ISP: Inside Cable Plant.
52. JB: Junction Box.
53. LBS: Pounds.

54. LED: Light Emitting Diode.
55. LFMC: Liquidtight flexible metal conduit.
56. LFNC: Liquidtight flexible nonmetallic conduit.
57. Mbps: Megabits per second.
58. MC: Main Cross-Connect (replaced by campus distributor “CD”).
59. MDF: Main Distribution Frame (replaced by “CD” or “BD”).
60. MER: Main Equipment Room.
61. MH: Maintenance Hole.
62. MHz: Megahertz.
63. NBR: Acrylonitrile-butadiene rubber.
64. NEC: National Electrical Code, NFPA 70.
65. NEMA: National Electrical Manufacturers Association.
66. NESC: National Electric Safety Code, C2-1997.
67. NFPA: National Fire Protection Association.
68. NIC: Not in Contract.
69. NR: Network Room.
70. #: Number.
71. OFCI: Owner Furnished Contractor Installed.
72. OFOI: Owner Furnished Owner Installed.
73. OSHA: Occupational Safety and Health Administration.
74. OCP: Outside Cable Plant.
75. OTDR: Optical Time Domain Reflectometer.
76. PR: Pair.
77. PVC: Polyvinyl Chloride.
78. RCDD®: Registered Communications Distribution Designer.
79. RFI: Radio Frequency Interference.
80. RGC or GRC: Rigid Galvanized Conduit.
81. RH: Relative Humidity.
82. RNC: Rigid nonmetallic conduit.
83. SCS: Structured Cabling System.
84. SS: Stainless Steel.
85. SM: Single Mode.
86. TIA/EIA: Telecommunications Industry Association/Electronic Industry Association.
87. TBB: Telecommunication Bonding Backbone.
88. TBBIBC: Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by grounding equalizer “GE”).
89. TE: Telephone Equipment (Wall Mounted Equipment Rack).
90. TEL: Telephone.
91. TGB: Telecommunications Grounding Buss bar.
92. TMGB: Telecommunications Main Grounding Buss bar.
93. TR: Telecommunications Room. (Replaced with Main-MDF or Intermediate-IDF Distribution Frame Locations).
94. TYP: Typical.
95. UL: Underwriters Laboratory.
96. UPS: Uninterruptible Power Supply.
97. UTP: Unshielded Twisted Pair.
98. V: Volt.
99. WAO: Work Area Outlet.

#### 1.4 UNITS OF MEASURE

Martin County School District

- A. Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 100 Bureau Dr., Stop 2600, Gaithersburg, MD 20899-2600.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 45 00  
QUALITY CONTROL

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Quality assurance procedures to control labor and product installation including tolerances, adherence to references and standards.
- B. Construction of mockups and field samples to set standard of quality for product installation.
- C. Independent inspecting and testing laboratory services for quality control and adherence to contract documents.
- D. Manufacturers' field services for quality control and adherence to contract documents.
- E. Work shall be in conformance with 2007 Edition of AIA A201 General Conditions of the Contract and as amended by Owner on July 13, 2009. Copy is included in Division 1, Section 00 72 00 – General Conditions.

1.2 RELATED SECTIONS

- A. Section 01 22 00 – Unit Prices.
- B. Section 01 29 00 – Payment Procedures.
- C. Section 01 31 00 – Project Management and Coordination.
- D. Section 01 33 00 – Submittal Procedures.
- E. Section 01 42 00 – References.
- F. Section 01 66 00 – Product Storage and Handling Requirements.
- G. Section 01 78 00 – Closeout Submittals.
- H. Section 01 91 00 – Commissioning.
- I. Section 23 05 93 – Testing, Adjusting and Balancing of HVAC.
- J. Section 23 08 00 – Commissioning of HVAC.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel or perpendicular with line of building. Conduits and piping shall be spaced neatly, consistently and uniformly when in groupings. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

- G. Owner will not consider change orders for extra work required by Contractor/CM due to improper or untimely coordination.

#### 1.4 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Florida, acceptable to Architect and Owner for construction layout.
- B. Contractor/CM shall locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Upon completion of project, surveyor noted above, shall prepare and submit copy of site drawing and certificate signed by Land Surveyor that elevations and locations of Work are in accord with Contract Documents.

#### 1.5 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with contract documents, request clarification from Architect before proceeding, and document any instructions or directions that may invalidate warranty.
- D. Comply with specified standards as a minimum quality for work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- H. Schedule work so no absorbent materials are installed and no concealed areas are closed up until building is dried-in and permanent doors and windows are installed to prevent development of mold or entrapment of mold or moisture inside concealed spaces or moisture absorption into interior materials.
- I. See Section 01 31 00 – Project Management and Coordination for services of Florida licensed land surveyor to verify locations and elevation of floor slabs after floor slab placement and before continuation of construction activities.

#### 1.6 TOLERANCES:

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with contract documents, most stringent tolerance shall prevail.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.7 REFERENCES AND STANDARDS:

- A. Comply with Section 01 42 00 – References for reference standards, definitions, abbreviations and acronyms applicable to project.
- B. Workmanship shall comply with requirements of standards specified by product or trade association, or other consensus standards of specified products, except when applicable code requirements are more stringent.
- C. Use current reference standard(s) in effect at time of contract execution.
- D. Obtain copies of standards where required by product specification sections.
- E. Contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from contract documents by mention or inference otherwise in reference documents.

1.8 MOCKUPS AND FIELD STANDARDS:

- A. Comply with Section 01 43 39 – Mockups general requirements and individual product sections for specific requirements. Construct mockups as indicated for review by Architect and Owner's Project Manager.
- B. Assemble and erect specified items with required attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be basis of work quality standard for work.
- D. Where Architect accepts mockups as quality standard of work required, maintain mockups until work is complete.
- E. Upon Architect's approval mockups and work samples may be incorporated in completed work. Otherwise, remove mock-up and clear area.

1.9 TESTING SERVICES:

- A. Owner will appoint and pay for services specified for independent firm to perform testing.
- B. Independent firm will perform tests and other specified services as outlined in individual specification sections and as required by Owner.
- C. Testing and quality control may occur on or off project site.
- D. Independent firm shall submit reports to Owner and Architect and Contractor/CM, indicating observations and results of tests and compliance or non-compliance with contract documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - a. Notify Owner, Architect and independent firm 24 hours prior to expected time for operations requiring services.
  - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
  - c. Testing does not relieve Contractor to perform work per contract requirements.
  - d. As directed by Architect, independent testing firm shall re-test as result of non-conformance with requirements. Contractor shall pay for re-testing cost by deducting testing charges from the Contract Sum/Price.

1.10 BUILDING INSPECTION SERVICES:

- A. Owner will employ in-house Building Official, or hire independent Building Official and Construction Inspectors as required to perform Document review and approval, and on-site building inspections in accord with Florida Building Code, Section 423 State Requirements for Educational Facilities and other applicable codes.
- B. Building Official and Inspectors will perform code interpretation, document review, project inspections, and other services specified and required in individual specification sections, and shall be paid by Owner.
- C. Inspections firm will conduct inspections and observations of work, indicate compliance or non-compliance with applicable codes and contract documents, and will submit reports to Architect, Contractor/CM and Owner.
- D. Cooperate with inspection firm; provide safe access and assistance by incidental labor as requested.
- E. Notify Owner and Architect and inspection firm 24 hours prior to expected time for operations requiring services.
- F. Inspection of work does not relieve Contractor of performing work in accord with contract requirements.

1.11 MANUFACTURERS' FIELD SERVICES:

- A. Where specified, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to the Architect 30 days in advance of required observations, the observer is subject to Owner's approval.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Comply with Section 01 33 00 – Submittal Procedures.

1.12 COMMISSIONING

- A. Comply with Section 01 91 00 – Commissioning for training of Owner's personnel in operation and maintenance of equipment identified in this Section.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION:

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work, beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work.
- C. Examine and verify specific conditions described in individual specification sections. Immediately notify AE or Owner's Project Manager of conditions that would prevent meeting contractual requirements.
- D. Verify that utility services are available, of correct characteristics, and in correct locations.



3.2 PREPARATION:

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance in manner approved by product manufacturer.
- C. Apply manufacturer's required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 CLEANING AND WASTE MANAGEMENT

- A. Comply with Section 01 74 00 – Cleaning and Waste Management.

END OF SECTION

SECTION 01 66 00  
PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Packaging and transportation, delivery and receiving, product handling, storage, conditions and location, maintenance, protection, repair and replacement of products damaged while handling or in storage.

1.2 RELATED DOCUMENTS

- A. Section 01 31 00 – Project Management and Coordination.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 35 53 – Security Procedures.
- D. Section 01 45 00 – Quality Control.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 TRANSPORTATION AND HANDLING

- A. Packaging and Transportation:
  - 1. Supplier shall package finished products in boxes or crates to provide protection during shipment, handling and storage at site.
  - 2. Products shall be protected against exposure to outside storage against damage due to weather conditions.
  - 3. Protect products sensitive to damage against impact, abrasion, puncture and other damage during handling and transport to project.

3.2 DELIVERY AND RECEIVING

- A. Arrange deliveries of products in accord with project schedule to allow installation and project completion per approved project schedule.
- B. Prior to project commencement, Contractor's personnel shall meet with Owner's Project Manager and School staff for renovation and new construction to delineate areas for materials storage lay-down areas.
- C. Restrict access of persons to storage areas in accord with Section 01 35 33 – Security Procedures.
- D. Material deliveries to Owner occupied sites shall be coordinated with Owner's Project Manager to ensure availability of personnel and handling equipment for safe and secure unloading and storage of equipment.
- E. Deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- F. Clearly mark partial deliveries of component parts of equipment to identify equipment and contents, to permit easy accumulation of parts, and to facilitate assembly.
- G. Upon delivery, Contractor/CM shall inspect shipments for following items:
  - 1. Products received match reviewed submittals and Contract Documents.
  - 2. Correct quantities.

3. Accessories and installation hardware are included.
  4. Containers and packages are intact and labels are legible.
  5. Products are adequately protected for conditions and are undamaged.
- H. Product Handling:
1. Provide equipment and personnel to handle products to prevent product damage.
  2. Handle products to avoid bending, flexing or overstressing.
  3. Lift large or heavy components by using designated lifting points in accord with manufacturers written directions.

### 3.3 STORAGE AND PROTECTION

- A. General Requirements:
1. Store products immediately upon delivery in accord with manufacturers written directions.
  2. Arrange for storage location to allow access, maintenance and inspection of products.
  3. Stored products shall not conflict with work conditions. construction is contiguous to or within existing school, Provide demising walls to physically separate new or renovation work from existing on-going school operations.
- B. Enclosed Storage:
1. Store products subject to damage by weather in weathertight enclosure.
  2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
  4. Provide temperature and humidity control within ranges stated in manufacturer's instructions.
  5. Store unpacked or loose products on shelves, in bins, or in neat groups of like items.
- C. Exterior Storage:
1. Provide platforms, blocking or skids to support fabricated products above ground, and sloped to allow drainage.
  2. Protect products to avoid soiling or staining.
  3. Provide product cover to prevent water or condensation on product while allowing ventilation.
  4. Store loose granular materials on clean, solid surfaces such as pavement or on rigid sheet materials to prevent mixing with foreign matter.
  5. Provide for surface drainage to prevent humidity, mold or algae growth.
- D. Maintenance of Storage:
1. Periodically inspect stored products on scheduled basis.
  2. Verify storage facilities and environmental conditions are in compliance with manufacturer's written requirements.
  3. Verify that product surfaces exposed to weather are undamaged, stolen, or have otherwise been adversely affected.
- E. Maintenance of Equipment Storage:
1. Stored mechanical and electrical equipment shall comply with manufacturer's written service instructions for each item, with notice of instructions attached to each item of equipment.
  2. Stored equipment shall be serviced on regular basis, maintaining log of services, and submitted to Architect in accord with Section 01 78 00 – Submittal Procedures as part of Project Record Documents.
- F. Storage of Owner's Salvaged Furnishings and Equipment:
1. Contractor/CM shall provide temporary storage facilities for items to be salvaged and reinstalled.

### 3.4 PROTECTION OF FINISHED WORK

- A. Protect finished surfaces, including doors, door jambs, soffits of openings used as passageways, through which equipment and materials are handled.
- B. Protect finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved.
- C. Keep finished surfaces clean, unmarked, and suitably protected until Owner's project acceptance.

### 3.5 REPAIRS AND REPLACEMENTS

- A. Promptly replace or repair damaged equipment or building surfaces caused by moving equipment at no additional cost to Owner.
- B. Additional time required to repair or replace damaged equipment or building surfaces shall not be grounds for Contract time extension or Contractor's additional expense, unless Owner specifically authorizes time extension or additional costs.

END OF SECTION

SECTION 01 74 00  
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Administrative and procedural requirements for waste management and cleaning during construction and final cleaning at Substantial Completion.
- B. Development and implementation of Waste Management Plan to indicate following procedures:
  - 1. Limiting amount of project waste through planning, scheduling, and project management.
  - 2. Recycling demolished structures and construction and waste materials, and reuse of recycled or salvaged materials whenever possible.
  - 3. Procedures to reduce construction noise, fumes, vibration, dust or other airborne contaminants.
  - 4. Adherence to Federal, State and local environmental and anti-pollution regulations and ordinances.
  - 5. Waste materials shall be suitably disposed off site in approved landfill sites.
  - 6. Development of contamination containment plan to include procedures for addressing volatile and hazardous materials or their waste products, cleaning materials and residue.
- C. Cleaning and Protection:
  - 1. Development of daily and periodic construction cleaning and protection of products stored on site or erected in project, and shall include sequence and frequency policy and schedule for project duration.
  - 2. Development of evacuation, fire and life safety plan, staff training procedures in handling and disposal of materials deleterious to human contact or exposure.
  - 3. Final cleaning leaving project ready for Owner's acceptance.

1.2 RELATED SECTIONS

- A. Section 01 31 00 – Project Management and Coordination.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 42 00 – References.
- D. Section 01 66 00 – Product Storage and Handling Requirements.
- E. Section 01 78 00 – Closeout Submittals.

1.3 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Submit MSDS sheets for products requiring special care or handling in storage, application or cleanup.
- C. Submit Waste Management and Cleaning Plans identifying and providing operational procedures for each item noted in Scope of Work.

1.4 COORDINATION

- A. Coordinate scheduling and implementation of Waste Management and Cleaning Plans with each trade on site.
- B. Ensure enforcement to promote efficient and orderly sequence of installation of interdependent construction elements, with intent to reduce waste maximize efficient and safe work environment.

- C. Coordinate periodic and final clean up of Work of each trade in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

#### 1.5 QUALITY ASSURANCE

- A. Monitor each trade, product suppliers, product deliveries, waste generation, site conditions, and workmanship, to minimize waste and maximize recycled materials and reuse of retained materials.

#### PART 2 PRODUCTS

NOT USED (See individual product specifications for cleaning products recommended by manufacture.)

#### PART 3 EXECUTION

NOT USED (See individual product specifications for written cleaning procedures and instructions recommended by manufacture.)

END OF SECTION

SECTION 01 78 00  
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties and bonds.
- H. Maintenance service.
- I. Training.

1.2 RELATED SECTIONS

- A. Section 01 29 00 - Payment Procedures.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 91 00 – Commissioning.
- D. Section 27 60 00 – Integrated Audio System.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that contract documents were reviewed, work inspected, and that work is complete in accord with contract documents and ready for Owner's Project Manager and AE's review.
- B. Provide submittals to AE and Owner's Project Manager that are required by building and fire authorities.
  - 1. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.
  - 2. Owner may opt to occupy all or portions of completed facilities upon substantial completion of those portions of work.
  - 3. Contractor/CM shall provide punch list to AE identifying items remaining to be completed.
  - 4. AE shall inspect project to determine completion of punch list and project compliance with Contract Documents.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

## 1.5 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of record documents, recording accurate field revisions to contract documents to include:
  - 1. Drawings/specifications and addenda.
  - 2. Change orders and other modifications to work.
  - 3. Reviewed shop drawings, product data, and samples.
  - 4. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling ready access and reference by Owner's Project Manager.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications shall be legibly marked and recorded for each product used indicating the following:
  - 1. Manufacturer's name, product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by addenda and modifications.
- F. Record drawings and shop drawings shall be legibly marked with each item recorded to indicate actual construction as follows"
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
  - 4. Field changes of dimension and details.
  - 5. Details not on original contract drawings.
- H. Upon project completion, transfer project record drawing information to Autocad (2010 or later format) files and provide four copies of CD's to Architect for review and transmitted to Owner, prior to claim for final Application for Payment.
  - 1. Contractor/CM shall also submit two hard copies of record drawings and project manual maintained during project to Owner's Project Manager.
  - 2. Owner will be responsible for making prints from CD's and for their distribution to Owner's user groups.

## 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit documentation as noted in individual product specifications and as noted herein.

## 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- 1. Provide spare parts, maintenance, and extra products in quantities specified in specification.
- 2. Deliver to Owner; obtain receipt prior to final payment.



## 1.9 WARRANTIES

- A. Submit documentation as noted in individual product specifications and as noted herein.
- B. Provide duplicate notarized copies.
- C. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- D. Provide Table of Contents and assemble in D-side 3-ring white binders with typed title sheet of contents inside durable plastic front cover.
- E. Submit prior to final application for payment.
- F. For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

## 1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one-year from date of project substantial completion.
- B. Examine, clean, adjust, and lubricate system components as required for reliable operation.
- C. Include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.
- D. Owner shall approve in writing of transfers or reassignments of maintenance service tasks.

## 1.11 ASBESTOS CERTIFICATION

- A. Provide notarized letter from Contractor/CM certifying that “to the best of his/her knowledge no asbestos containing building materials were used as a building material in the project”, per FS 255.40.

## 1.12 PROJECT CLOSE-OUT PROCEDURES

- A. Items are to be submitted to the School District’s Construction Manager’s Office once the request for final payment has been submitted.
  - 1. \_\_\_\_ 4 Copies: AIA Application For Payment, Signed and Sealed, Noted as Final Payment.
  - 2. \_\_\_\_ Consent of Surety to make final payment.
  - 3. \_\_\_\_ Release of Lien from all Sub-Contractors or Laborers who have filled an Intent to Lien.
  - 4. \_\_\_\_ Warranty/Guarantee from Construction Manager for one-year from the date of Substantial Completion.
  - 5. \_\_\_\_ Warranty/Guarantee from each Sub-Contractor for one-year from the date of Substantial Completion.
  - 6. \_\_\_\_ Copy of the approval by the Architect-Engineer and the transmittal to the end user of manuals, shop drawings, as-builds, brochures, warranties, list of sub-contractors with phone numbers, addresses and contact persons.
  - 7. \_\_\_\_ Verification that all applicable district personnel have been trained in the operation of their new equipment (per system: HVAC, controls, etc.)

Martin County School District

8. \_\_\_\_ Executed Roof Warranty in the name of the Martin County School District.
9. \_\_\_\_ 4 Copies: OEF Form 209, Certificate of Final Inspection.
10. \_\_\_\_ 4 Copies: Completed Punch-list.
11. \_\_\_\_ SREF 4.2(3)(e) Architect's Certificate of Specification of Asbestos Containing Materials.
12. \_\_\_\_ SREF 4.2(3)(e) Contract's Certificate of Asbestos Use.
13. \_\_\_\_ SREF 4.2(3)(d) Threshold inspector's statement that building complies with Threshold Plan.
14. \_\_\_\_ 4 Copies: OEF Form 110B, Certificate of Occupancy.
15. \_\_\_\_ OEF Form 564 for new construction or additions to existing schools only  
(Return to Director's Secretary)
16. \_\_\_\_ Inspection Log Book

PART 2 PRODUCTS

2.1 APPROVED PRODUCTS

- A. Use only cleaning and maintenance products approved for use in Florida Educational Facilities.

PART 3 EXECUTION

- 3.1 Not used.

END OF SECTION

SECTION 32 31 13  
CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 DEFINITION

- A. A fence is defined as a physical or visual barrier between areas. It can be constructed of various materials to perform the function it is designed to do. A physical and visual fence is described in this standard in fences A thru H and can be regimental or architectural. This type of fencing is used to separate areas that have different functions and for security.
- B. A fence or barrier can be made with landscape materials such as ground cover, bushes, trees and earthen berms. Refer to DGM Standard 02930, Exterior Plants, for materials. This type of fencing will be used in low security areas and for an aesthetic accent to the facility.
- C. It is the intent of Martin County School District to have an “open street” concept at each campus. We also realize that some situations may call for additional security in the form of fencing.

1.2 APPLICATION

- A. This Standard designates the areas that receive fencing, gates and accessories; the heights of the fencing and the materials used at each location.
- B. Fencing and Site requirements for fencing shall comply with Florida Building Code, current edition with supplements.

1.3 FENCE TYPE: A through H

- A. Chain-Link Fabric: Black PVC coated, steel, ASTM F 668
- B. Framework: Black Polymer coated steel
  - 1. Gates: ASTM F 900-05
  - 2. Posts and Rail: ASTM F 1043-06 Material Group 1A and 1C
  - 3. Fence Fittings: ASTM 626-96a
  - 4. Padlocks: Provide as specified in DC 08 71 00 – Door Hardware.
- C. Installation: ASTM F 567-00, Installation of Chain-Link Fences

1.4 SUBMITTALS, GENERAL INSTRUCTIONS, PRODUCT DATA, SHOPDRAWINGS, SAMPLES, CERTIFICATES

- A. Supply product data, details, dimensions and finishes for the following:
  - 1. Fence and gateposts, rails and fittings
  - 2. Chain-link fabric, reinforcement and attachments
  - 3. Gates and hardware
  - 4. Privacy slats (where shown on drawings) (possible at dumpsters)
  - 5. Tension wire
  - 6. Concrete footings
- B. Shop Drawings: Show locations of fence, gates, posts, rails, tension wires, attachments, heights and finish.
- C. Warranty Requirements: One (1) year from date of Substantial Completion.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications
  - 1. An experienced installer who has successfully completed chain-link fences and gate projects.
- B. Contractor Qualifications
  - 1. The Contractor shall be licensed in Martin County, Florida to install the work described in this section.
- C. Pre-Construction Surveys/Conferences
  - 1. Contractor shall verify information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures and verify field dimensions before work begins.
- D. Preparation/Field Verification
  - 1. Contractor shall secure information on locations of underground conduits and utility locations before work begins.
  - 2. Do not interrupt utilities serving facilities occupied by the Owner. Repair of interrupted underground conduits and utilities shall be the responsibility of the Contractor.
- E. Samples
  - 1. Supply samples for approval for each item listed in paragraph 1.4 Submittals.

1.6 SAFETY PROCEDURES

- A. Construction, dealing with School Safety, of fencing shall be done as follows:
  - 1. During hours when school is not occupied by students or in areas that are marked and barricaded as construction areas.
  - 2. Do not interrupt campus operation with fence construction.
- B. Construction shall comply with OSHA Standards on safety during construction.

1.7 FENCING PERMIT

- A. A permit for the installation of the fence is necessary and the responsibility of the fencing contractor.

PART 2 - PRODUCT/ SYSTEM

2.1 COMPONENTS: MATERIALS, SIZES, FINISHES

- A. Fabric, posts, gates & accessories.

2.2 MANUFACTURERS: Chain Link Types A-H

- A. Ameristar
- B. Master – Halco
- C. Stephens Pipe & Steel
- D. Merchant Metals

2.3 MANUFACTURER: Architectural Fence (Type I)

A. Omega II Fence System

2.4 TYPE A Chain-Link Fence

A. The location of this fence is around the perimeter of a school facility, to be located within 1 foot of the property line. Also, for water retention areas, drainage ditches and canals (in which case a 20'-0" maintenance swath shall be provided between the fence and the water line).

1. Fence height: 6'-0" above grade.
2. Mesh and wire size: 2-inch mesh, .148-inch diameter, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one piece width (height).
3. Top and bottom tension wire No. 6 gauge, spring coil vinyl coated.
4. Brace rail: Round, 1-5/8" OD. With 3/8" truss rod.
5. Stretcher bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bars for each corner and pull post.
6. Tie Wire: No. 9 gauge vinyl coated steel tie wire.
7. Posts: (Maximum 10'-0" o.c.)
  - a) Terminal; 3" OD, pull post @ 350' max.
  - b) Line; 2 1/2" OD, 10' maximum spacing.
8. Gate or gates: Site specific.
9. Post for swing gates, leafs up to and including 6' wide = 3" OD.
  - a) Over 6' to 12' wide = 4" OD.
  - b) Over 12' to 18' wide = 6 5/8" OD.
  - c) Over 18' = 8 5/8" OD.
10. Hardware
  - a) Hinges: Per ASTM F900-05.
  - b) Latches: Lockable with padlock. Per ASTM F900-05
11. Footing: Concrete 2500 psi, Per ASTM F567

B. Non-Climb Mini mesh.

1. Fence height: 8'-0" above grade.
2. Mesh and wire size: 1-inch mini mesh/non-climb, .148-inch diameter, steel core, vinyl coated with top and bottom selvage knuckled. Provided mesh fabricated in one piece widths (height).
3. Bottom & Middle tension wire: No. 6 gauge spring coil vinyl coated.
4. Top rail: Round, 1-5/8" OD, located 6" below top of knuckled mesh.
5. Brace rail: Not applicable, n/a.
6. Stretcher/tension bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. Two stretcher bars for each gate, one stretcher bar each end post, and two stretcher bars for each corner and pull post.
7. Tie wire: No. 9 gauge vinyl coated steel core tie wire.
8. Posts: (Maximum 10'-0" OC)
  - a) Terminal post and End post. Pull post @ 350' LF max.
  - b) Line: 2-1/2" OD sch. 40, 11'-6" length with 10' maximum spacing.
9. Gate or Gates: Not applicable, n/a.
10. Post for swing gates, leaf's up to and including 6' wide – 3" OD.
  - a) Over 6' – 12' wide – 4" OD
  - b) Over 12' – 18' wide – 6-5/8" OD

- c) Over 18" – 8-5/8" OD.
- 11. Hardware:
  - a) Hinges: Per ASTM F900-05.
  - b) Latches: Lockable with padlock, Per ASTM F900-05.
  - c) Tamper proof anchors: when required to anchor mini mesh to concrete in a secure manner the use of zinc plated steel or stainless-steel anchors are required. A style similar to Torx-Pin. The use of large diameter washer is also required.
  - d) Tension wire anchors: Earth anchors 15" length min – 3" OD min steel anchor with a min of one flight will be required. Earth anchors will have a closed top for tension wire to be secured. Earth anchors are required between each line post that has a 6'-0" min span or greater. Earth anchors shall be centrally located when practical. Should soil conditions not allow earth anchors to be twisted/turned into soil, the use of concrete is required. Concrete footing to be twice diameter of the anchor and min 15" depth.
- 12. Footing: Concrete 2500 psi, Per ASTM F567.

## 2.5 TYPE B Chain-Link Fence

- A. This fence encloses the Kindergarten Tot Lot (Fence is not required at the YouthLot).
  - 1. Fence height: 4'-0" above grade.
  - 2. Mesh and wire size: 2-inch mesh, .148 diameters, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one-piece width (height).
  - 3. Top rail: Round, 1-5/8" OD.
  - 4. Bottom Tension Wire: 6 gauge spring coil vinyl coated.
  - 5. Stretcher Bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bras for each corner and pull post.
  - 6. Tie wire: No. 9 gauge vinyl coated steel tie wire.
  - 7. Posts: (Maximum 10'-0" o.c.)
    - a) Terminal; 3" OD.
    - b) Line; 2 1/2" OD.
  - 8. Gate: Double 4'-0" wide, double swing. Gate shall swing out.
  - 9. Post for swing gates, leafs up to and including 6' wide = 3" OD.
  - 10. Hardware:
    - a) Hinges: Per ASTM F900-05.
    - b) Latches: Lockable with padlock. Per ASTM F900-05.
  - 11. Footing: Concrete 2500 psi, Per ASTM F567
- B. Non-Climb Mini mesh.
  - 1. Fence height: 8'-0" above grade.
  - 2. Mesh and wire size: 1-inch mini mesh/non-climb, .148-inch diameter, steel core, vinyl coated with top and bottom selvage knuckled. Provided mesh fabricated in one piece widths (height).
  - 3. Bottom tension wire: No. 6 gauge spring coil vinyl coated.
  - 4. Top rail: Round, 1-5/8" OD, located 6" below top of knuckled mesh.
  - 5. Brace rail: Not applicable, n/a.
  - 6. Stretcher/tension bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. Two stretcher bars for each gate, one stretcher bar each end post, and two

- stretcher bars for each corner and pull post.
7. Tie wire: No. 9 gauge vinyl coated steel core tie wire.
  8. Posts: (Maximum 10'-0" OC)
    - a) Terminal post and End post. Pull post @ 350'LF max.
    - b) Line: 2-1/2" OD sch. 40, 11'-6" length with 10' maximum spacing.
  9. Gate or Gates: Not applicable, n/a.
  10. Post for swing gates, leaf's up to and including 6' wide – 3" OD.
    - a) Over 6' – 12' wide – 4" OD
    - b) Over 12' – 18' wide – 6-5/8" OD
    - c) Over 18" – 8-5/8" OD.
  11. Hardware:
    - a) Hinges: Per ASTM F900-05.
    - b) Latches: Lockable with padlock, Per ASTM F900-05.
    - c) Tamper proof anchors: when required to anchor mini mesh to concrete in a secure manner the use of zinc plated steel or stainless-steel anchors are required. A style similar to Torx-Pin. The use of large diameter washer is also required.
    - d) Tension wire anchors: Earth anchors 15" length min – 3" OD min steel anchor with a min of one flight will be required. Earth anchors will have a closed top for tension wire to be secured. Earth anchors are required between each line post that has a 6'-0" min span or greater. Earth anchors shall be centrally located when practical. Should soil conditions not allow earth anchors to be twisted/turned into soil, the use of concrete is required. Concrete footing to be twice diameter of the anchor and min 15" depth.
  12. Footing: Concrete 2500 psi, Per ASTM F567.

## 2.6 TYPE C Chain-Link Fence

- A. This fence is used to enclose equipment, dumpster and bicycle rack areas.
  1. Fence height: 6'-0" above grade.
  2. Mesh and wire size: 2-inch mesh, .148 diameter, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one-piece width (height).
  3. Top rail: Round, 1-5/8" OD.
  4. Brace rail: Round, 1-5/8" OD with 3/8" truss rod.
  5. Bottom Tension Wire: 6 gauge spring coil vinyl coated.
  6. Stretcher bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bars for each corner and pull post.
  7. Tie wire: No. 9 gauge vinyl coated steel tie wire.
  8. Posts: (Maximum 10'-0" o.c.)
    - a) Terminal; 3" OD.
    - b) Line; 2 1/2" OD.
  9. Gate: Bicycle rack: One gate 8' gate (4'-0" double leaf). All gates shall swing out. Gates shall be at opposite ends of enclosure.
  10. Gate: Equipment, Dumpster Enclosure: Gate shall be sized for equipment and dumpster repair and removal. Minimum size 4'-0" single leaf. For gates 5'-0" and larger, use double leaf. All gates shall swing out 180 degrees.
  11. Hardware:

- a) Hinges: Per ASTM F900-05
  - b) Latches: Lockable with padlock. Per ASTM F900-05
  12. Footing: Concrete 2500 psi, Per ASTM F900-05
- B. Non-Climb Mini mesh.
1. Fence height: 8'-0" above grade.
  2. Mesh and wire size: 1-inch mini mesh/non-climb, .148-inch diameter, steel core, vinyl coated with top and bottom selvage knuckled. Provided mesh fabricated in one piece widths (height).
  3. Bottom tension wire: No. 6 gauge spring coil vinyl coated.
  4. Top rail: Round, 1-5/8" OD, located 6" below top of knuckled mesh.
  5. Brace rail: Not applicable, n/a.
  6. Stretcher/tension bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. Two stretcher bars for each gate, one stretcher bar each end post, and two stretcher bars for each corner and pull post.
  7. Tie wire: No. 9 gauge vinyl coated steel core tie wire.
  8. Posts: (Maximum 10'-0" OC)
    - a) Terminal post and End post. Pull post @ 350' LF max.
    - b) Line: 2-1/2" OD sch. 40, 11'-6" length with 10' maximum spacing.
  9. Gate or Gates: Not applicable, n/a.
  10. Post for swing gates, leaf's up to and including 6' wide – 3" OD.
    - a) Over 6' – 12' wide – 4" OD
    - b) Over 12' – 18' wide – 6-5/8" OD
    - c) Over 18" – 8-5/8" OD.
  11. Hardware:
    - a) Hinges: Per ASTM F900-05.
    - b) Latches: Lockable with padlock, Per ASTM F900-05.
    - c) Tamper proof anchors: when required to anchor mini mesh to concrete in a secure manner the use of zinc plated steel or stainless-steel anchors are required. A style similar to Torx-Pin. The use of large diameter washer is also required.
    - d) Tension wire anchors: Earth anchors 15" length min – 3" OD min steel anchor with a min of one flight will be required. Earth anchors will have a closed top for tension wire to be secured. Earth anchors are required between each line post that has a 6'-0" min span or greater. Earth anchors shall be centrally located when practical. Should soil conditions not allow earth anchors to be twisted/turned into soil, the use of concrete is required. Concrete footing to be twice diameter of the anchor and min 15" depth.
  12. Footing: Concrete 2500 psi, Per ASTM F567.

## 2.7 TYPE D Chain-Link Fence

- A. The location of this fence is around the perimeter of Middle and High School tennis courts and basketball courts. (Refer to DC 11 16 10 for plan layouts.)
1. Fence height: 10'-0" above court surface.
  2. Mesh and wire size: 2-inch mesh, .148 diameters, steel core, vinyl coated with top and bottom selvage knuckled. Provide mesh fabricated in one-piece width (height).
  3. Top rail: Round, 1-5/8" OD.
  4. Brace rail: Round, 1-5/8" OD with 3/8" truss rod.



5. Bottom Tension Wire: 6 gauge spring coil vinyl coated.
6. Stretcher bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bars for each corner and pull post.
7. Tie wire: No. 9 gauge vinyl coated steel tie wire.
8. Posts: (Maximum 10'-0" o.c.)
  - a) Terminal; 3" OD.
  - b) Line; 3" OD.
9. Gates: Provide two (2) gates at opposite corners of each court. The size of each gate shall be 4'-0" wide x 7'-0" high. Gates shall swing outward 180degrees.
10. Post for swing gates, leafs up to and including 6'-0" wide = 3" OD.
11. Hardware:
  - a) Hinges: Per ASTM F900-05
  - b) Latches: Lockable with padlock. Per ASTM F900-05
12. Wind Block: Provide reinforced woven fabric to act as a wind block on all fencing. Wind block shall be 6'-0" and centered in the 10'-0" high fence.
  - a) Note: No wind block is required for basketball court.
13. Footing: Concrete 2500 psi, Per ASTM F567

## 2.8 TYPE E Chain-link Fence

- A. The location of this fence is on Elementary School and Middle Schools softball field backstops. (Refer to DC 11 16 10 for plan layout.)
  1. Backstop height: 16' above grade (16' vertical section w/ 4' over-hang).
    - a) Note: Additional height and overhang may be necessary for protection of public safety of adjoining sites from foul ball trajectories.
  2. Mesh and wire size: Lower 8'-0" height shall be 2-inch mesh, No. 6 gauge core wire. Top 8'-0" height shall be 2-inch mesh, No. 9 gauge core wire. Both gages shall be vinyl coated with top & bottom selvage knuckled.
  3. Top of overhang, top, bottom and center (four total) rails: Round, 1-5/8" OD.
  4. Posts: Round, 3" OD. (Maximum 10'-0" o.c.)
  5. Overhang 45° Arms: 2" OD, welded to post.
  6. Tie wire: No. 9 gauge vinyl coated steel tie wire.
  7. Footing: Concrete 2500 psi, Per ASTM F567, 16" diameter x 48" deep footings.

## 2.9 TYPE F Chain-Link Fence

- A. The location of this structure (backstop) is on High School softball fields. (Refer to DC 11 16 10 for plan layout.)
  1. Backstop Fence:
    - a) Height: 24' above grade.
    - b) Mesh and wire size: Lower 12'-0" height shall be 2-inch mesh. No. 6 gauge core wire. Top 12'-0" height shall be 2-inch mesh, No. 9 core wire. Both gauges shall be vinyl coated with the top & bottom selvage knuckled. Provide mesh fabricated in one-piece width (height) for each 12' section.
    - c) Top, bottom & intermediate (five total) rails: Round, 1-5/8" OD
    - d) Posts: Round, 4" OD (Maximum 10'-0" o.c.)
    - e) Tie Wire: No. 9 gauge vinyl coated steel tie wire.

- f) Footing: Concrete 2500 psi 18" dia. x 48" deep.
- 2. Backstop To Dugout Fence:
  - a) Height: 18' above grade.
  - b) Mesh and wire size: 2-inch mesh, .148 inch diameter, steel core, vinyl coated with the top & bottom selvage knuckled.
  - c) Top, bottom & two intermediate (four total) rails: Round, 1-5/8" OD
  - d) Posts: Round, 3" OD (Maximum 10'-0" o.c.)
  - e) Tie wire: No. 9 gauge vinyl coated steel tie wire.
  - f) Footing: Concrete 2500 psi 12" dia. x 36" deep.
- 3. Outfield Fence from Dugout to Dugout:
  - a) Height: 6' above grade.
    - 1. Note: Additional height and overhang may be necessary for protection of public safety of adjoining sites from foul ball trajectories.
  - b) Mesh and wire size: 2-inch mesh, .148 diameter, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one- piece width(height).
  - c) Top rail: Round, 1-5/8" OD.
  - d) Brace rail: Round, 1-5/8" OD. With 3/8" truss rod.
  - e) Bottom Tension Wire: 6 gauge spring coil vinyl coated.
  - f) Stretcher Bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bars for each corner and pull post.
  - g) Tie wire: No. 9 gauge vinyl coated steel tie wire.
  - h) Posts: (Maximum 10'-0" o.c.)
    - 1. Terminal; 3" OD.
    - 2. Line; 2 1/2" OD.
  - i) Footing: Concrete 2500 psi, Per ASTM F567

## 2.10 TYPE G Chain-Link Fence

- A. The location of this fence is on High School baseball fields. (Refer to DC 11 16 10 for plan layouts.)
  - 1. Backstop Fence:
    - a) Height: 28' above grade.
    - b) Mesh and wire size: Lower 12'-0" height shall be 2-inch mesh. No. 6 gauge core wire. Top 16'-0" height shall be 2-inch mesh, No. 9 core wire. Both gauges shall be vinyl coated with the top & bottom selvage knuckled. Provide mesh fabricated in one-piece width (height) for each 12' section.
    - c) Top, bottom & intermediate (five total) rails: Round, 1-5/8" OD
    - d) Posts: Round, 6-5/8" OD (Maximum 10'-0" o.c.)
    - e) Tie Wire: No. 9 gauge vinyl coated steel tie wire.
    - f) Footing: Concrete 2500 psi 24" dia. x 48" deep.
  - 2. Backstop To Dugout Fence:
    - a) Height: 18' above grade.
    - b) Mesh and wire size: 2-inch mesh, .148 inch diameter, steel core, vinyl coated with the top & bottom selvage knuckled.
    - c) Top, bottom & two intermediate (four total) rails: Round, 1-5/8" OD
    - d) Posts: Round, 3" OD (Maximum 10'-0" o.c.)

- e) Tie wire: No. 9 gauge vinyl coated steel tie wire.
- f) Footing: Concrete 2500 psi 12" dia. x 36" deep.
- 3. Outfield Fence from Dugout to Dugout:
  - a) Height: 6' above grade.
    - 1) Note: Additional height and overhang may be necessary for protection of public safety of adjoining sites from foul ball trajectories.
  - b) Mesh and wire size: 2-inch mesh, .148 diameter, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one- piece width(height).
  - c) Top rail: Round, 1-5/8" OD.
  - d) Brace rail: Round, 1-5/8" OD. With 3/8" truss rod.
  - e) Bottom Tension Wire: 6 gauge spring coil vinyl coated.
  - f) Stretcher Bars: 3/16" x 3/4" hot dipped galvanized steel, vinyl coated. One stretcher bar for each gate and end post & two bars for each corner and pull post.
  - g) Tie wire: No. 9 gauge vinyl coated steel tie wire.
  - h) Posts: (Maximum 10'-0" o.c.)
    - 1) Terminal; 3" OD.
    - 2) Line; 2 1/2" OD.
  - i) Footing: Concrete 2500 psi, Per ASTM F567

#### 2.11 TYPE H Chain-Link Fence

- A. The location of this structure is behind and around the discus circle. (Refer to DC 11 16 10 for plan layout.)
  - 1. Backstop height: 12"-0".
  - 2. Configuration: Forming a "U" shape around the discus circle in five equal sections of approximately 12'-0" each. Mesh and wire size: 2-inch mesh, .148 diameter, steel core, vinyl coated with the top and bottom selvage knuckled. Provide mesh fabricated in one-piece width (height).
  - 3. Top, bottom & center (three total) rails. Round, 1-5/8" OD
  - 4. Posts: Size determined for wind load. Round, 3" OD.
  - 5. Tie Wire: No. 9 gauge vinyl coated steel wire.
  - 6. Footing: Concrete 2500 psi 12" dia. x 36" deep.
- B. Exit Hardware: BHMA A156.3, Grade 1, Type 1 (rim exit device), with push pad actuating bar, suitable for exterior use. Provide at locations indicated on drawings.
  - 1. Function: Entrance by trim when latch bolt is released by key or set in a retracted position by key.
  - 2. Mounting Channel: Bent-plate channel formed from 1/8-inch thick, aluminum plate. Channel spans gate frame. Exit device is mounted on channel web, recessed between flanges, with flanges extending 1/8 inch beyond push pad surface.

### PART 3 - QUALITY ASSURANCE DURING EXECUTION

#### 3.1 PROPER SEQUENCE AND SCHEDULING

- A. Do not begin installation before final grading is completed.



3.2 INSTALLATION PROCEDURES/ADJUSTMENT PROCEDURES

- A. Installation of chain-link fencing shall comply with:
  - 1. ASTM 567
  - 2. Florida Building Code, current edition w/ supplements
  - 3. Martin County, Florida and local codes
- B. Installation instructions and procedures of Architectural fencing shall be by fencing Manufacturer. Spikes in the fabric shall be down.

3.3 SAFETY REQUIREMENTS FOR INSTALLATION

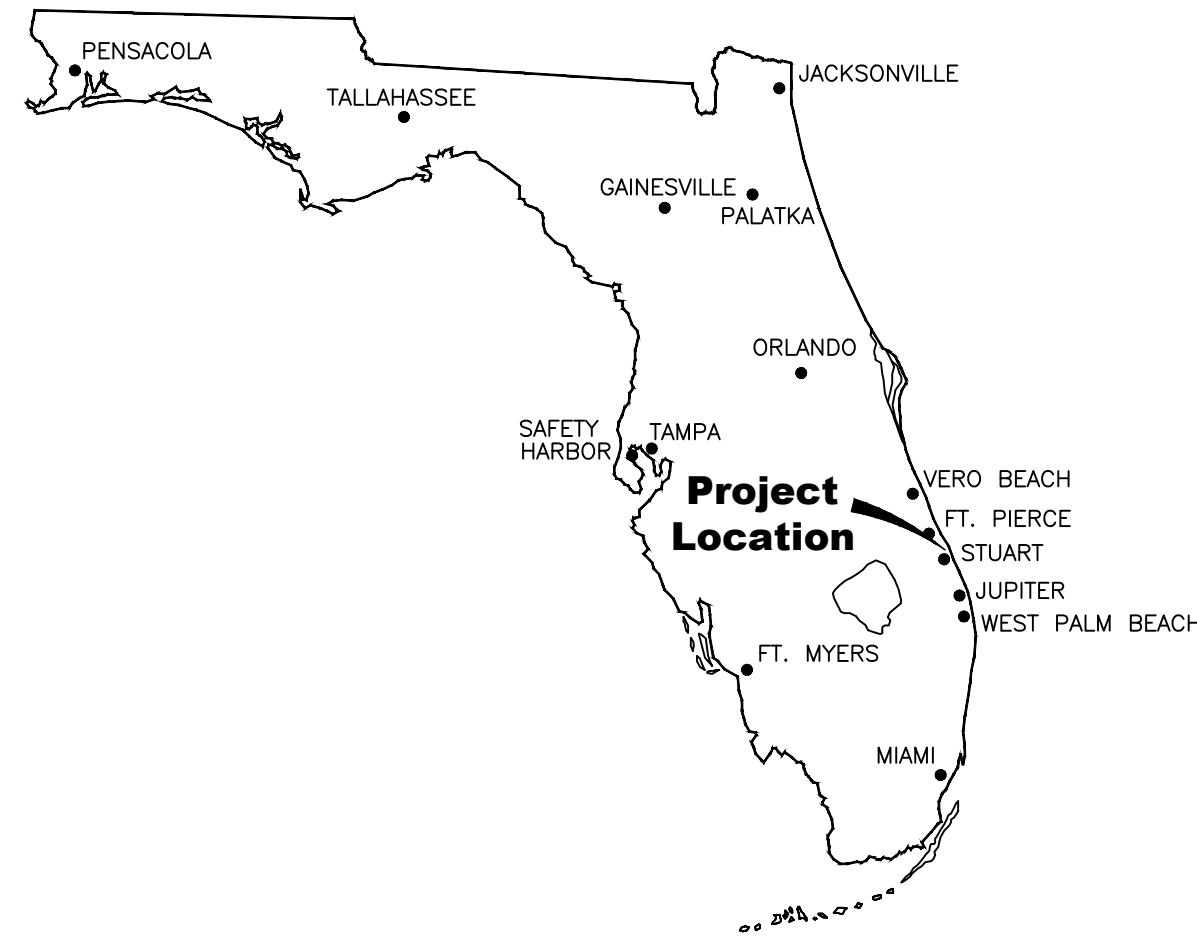
- A. Fencing shall be installed in accordance with OSHA Standards.

3.4 PROTECTION DURING CONSTRUCTION

- A. Care and protection of the construction site shall be made by the contractor to assure that there is no access by students, teachers or visitors at the facility.

END OF SECTION

# CONSTRUCTION PLANS AND SPECIFICATIONS F MARTIN COUNTY SCHOOL BOARD JENSEN BEACH HIGH SCHOOL FIELD REGRADING LYING WITHIN THE SECTION 20, TOWNSHIP 37 S., RANGE 41 E. MARTIN COUNTY, FLORIDA



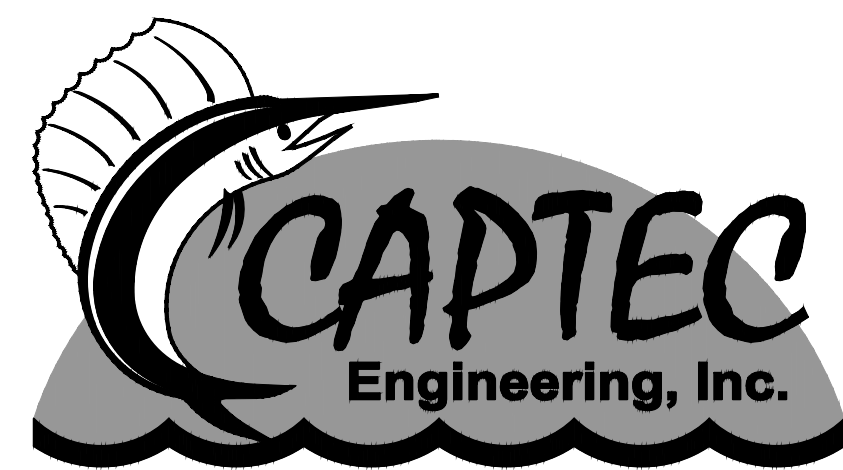
**LOCATION MAP**

## CLIENT

**MARK SECHRIST**  
DIRECTOR OF FACILITIES  
AND PLANNING  
MARTIN COUNTY  
SCHOOL DISTRICT  
1050 SE 10TH STREET  
STUART, FL. 34996  
PHONE: (772) 214-6649

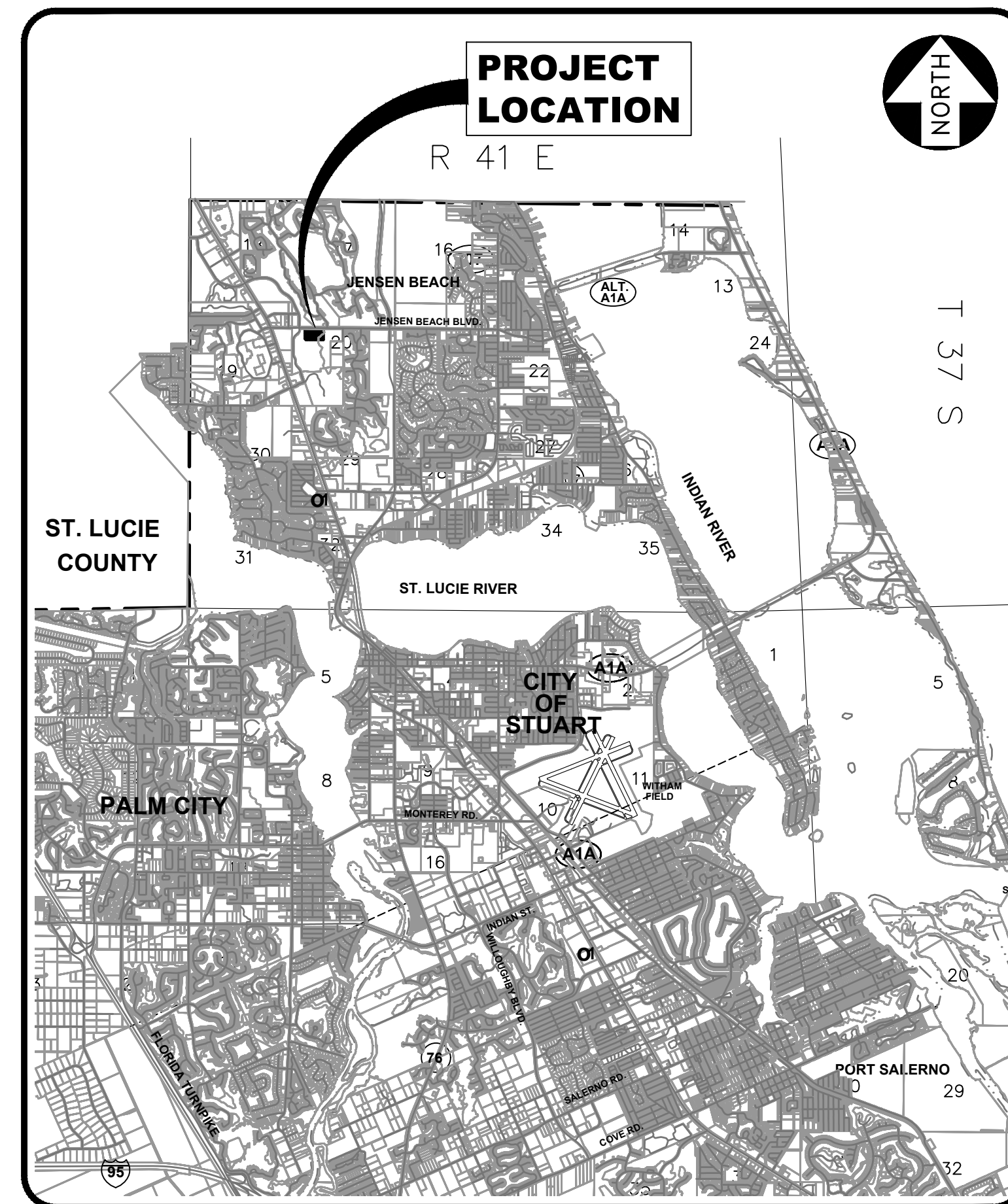
## ENGINEER

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Civil Engineering Professionals

Engineering Business  
No. EB-0007657



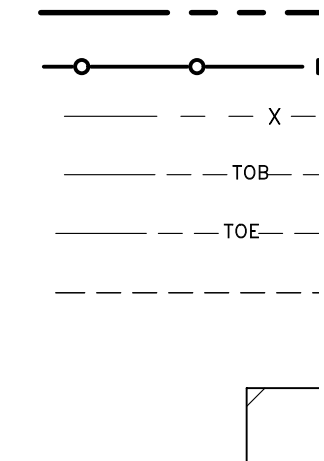
**VICINITY MAP**

N.T.S.

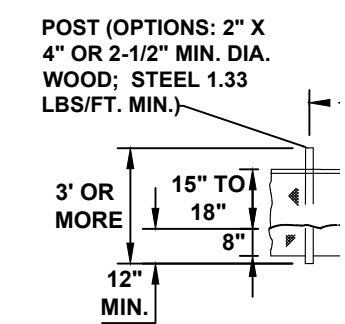


**SITE MAP**

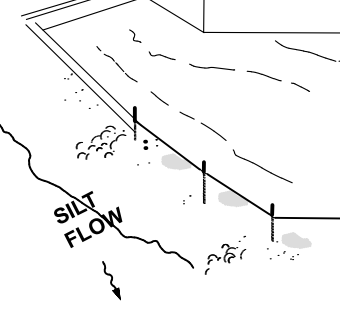
1" = 500'



- NOTES:**
1. PROPERTY CORNERS SHALL MARKED IN THE FIELD PRIOR
  2. AUTHORIZATION TO INSTALL BE GRANTED AT THE PRE-CC POSTED ON THE SITE.
  3. NO CLEARING, INCLUDING TI AUTHORIZED UNTIL AFTER T
  4. NO ADDITIONAL LAND CLEAR
  5. ALL CONSTRUCTION BARRIC FOR COMPLIANCE DURING C
  6. SOIL STABILIZATION SHALL I STABILIZATION TO CONSIST DISTURBED AREAS.
  7. FOLLOWING CERTIFICATION DEVICES SHALL BE REMOVE
  8. ADJUSTMENT OF UTILITY LIN
  9. PRIOR TO WORK ON PRIVATE PROPERTY OWNER. ALL DIS



NOTE: SEE FOR STAY

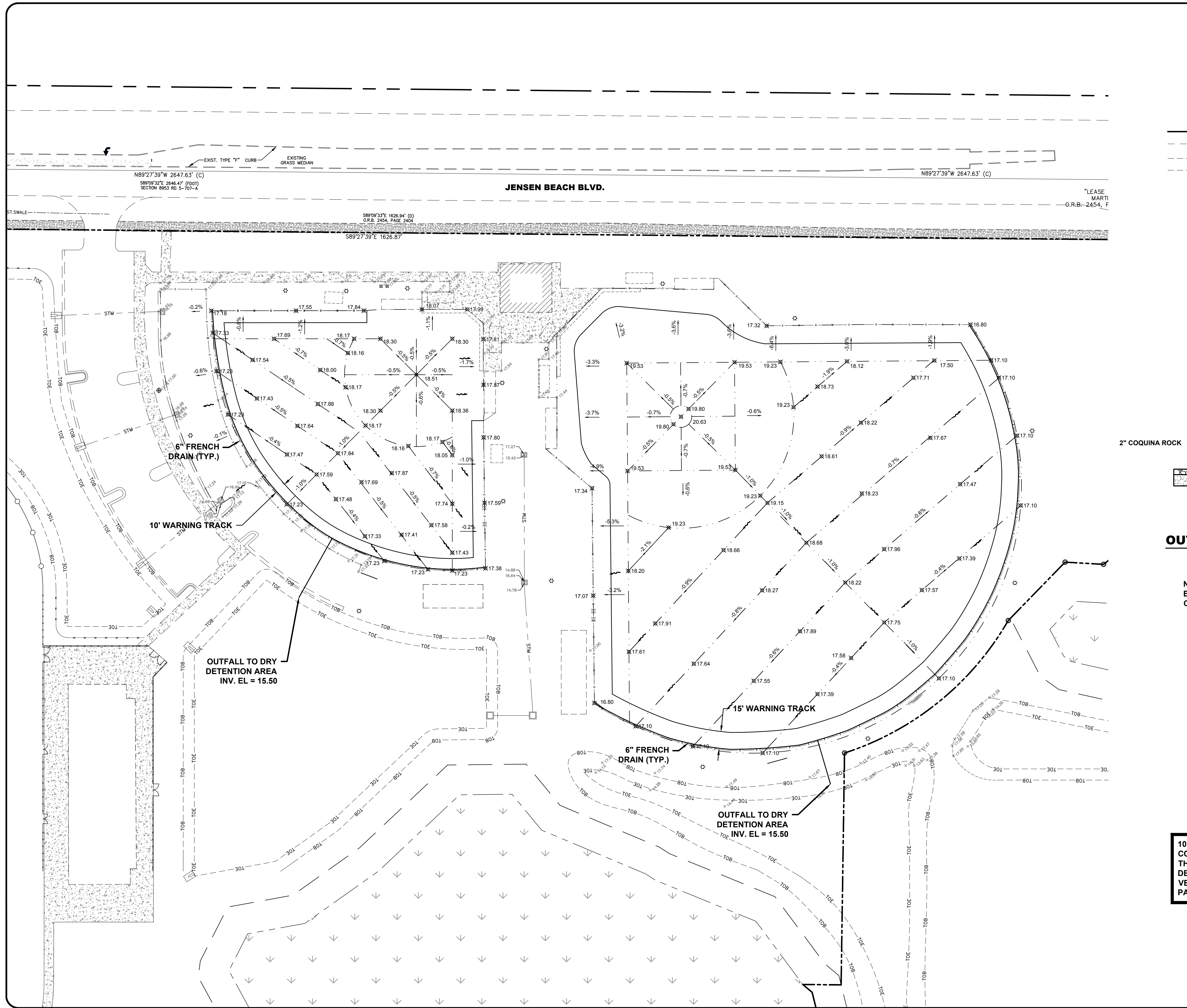


**TYPE III SILT FENCE**

DO NOT DEPI PERMANENT LOCATIONS







2" COQUINA ROCK



**OUT**

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## GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER. DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER. DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRECONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.
7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY OR PDF, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUTES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE DETERMINED FOR ALL DRAINAGE FACILITIES AT CHANGES IN HORIZONTAL AND VERTICAL DIRECTION, AND AT A MINIMUM OF AN INTERVAL NOT EXCEEDING ONE HUNDRED FEET (100'). THE PROFILE SHALL ACCURATELY REFLECT THE VERTICAL PIPE LOCATION AND THE FINISHED GRADE OVER THE PIPE.
8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN REQUIREMENTS.
9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
10. ALL AT&T, FPL, LOCAL CABLE, AND ALL LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH AT&T, CABLESATV AND FLORIDA POWER AND LIGHT CONDUITS PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR IS TO USE EXTREME CAUTION WITHIN THE VICINITY OF PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST A PRIVATE UTILITY REPRESENTATIVES PRESENCE DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES. A PROFILE OF THE PRIVATE UTILITY FACILITIES ARE NOT PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PRIVATE UTILITIES AND OBTAINING THE APPROXIMATE LOCATION OF THESE FACILITIES.
11. ANY NORTH AMERICAN VERTICAL DATUM (NAVD) MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:  
GEODETIC INFORMATION CENTER  
ATTN: CHARLIE NOVICE  
ATTN: M/C S. 462  
8001 EXECUTIVE BOULEVARD  
ROCKVILLE, MARYLAND 20852  
TELEPHONE: (301) 443-8319
12. BENCH MARK DATA IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD-88).
13. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION PLANS" ONLY.

## PAVING, GRADING AND DRAINAGE NOTES :

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M 14s, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-14S AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL. NOT MORE THAN 10% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE AND HAVE AN ORGANIC CONTENT LESS THAN 1%.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES; TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE.
5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEARED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI.
6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
7. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.
8. ALL LIMEROCK OR COQUINA BASE COURSE 8" THICK OVERLYING A 12" THICK STABILIZED SUBBASE MAY BE USED PROVIDED THAT GRADING AND DRAINAGE PLANS PRECLUDE PERIODIC SATURATION OF THE BASE MATERIAL. A MINIMUM CLEARANCE OF 18" MUST BE MAINTAINED BETWEEN THE BOTTOM OF THE LIMEROCK BASE AND THE SEASONAL HIGH GROUNDWATER TABLE.

## SOIL RECOMMENDATION AND REQUIREMENTS

### FILL REPLACEMENT:

1. WHERE FILLS TO BE PLACED ON NATURAL GROUND, THE FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 12 INCHES LOOSE MEASURE AND COMPACTED AS OUTLINED ABOVE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D-1557).

### EXCAVATION AND BACKFILLING:

1. WHERE EXCAVATION AND BACKFILLING ARE REQUIRED, THE SOILS SHOULD BE REMOVED TO THE SPECIFIED DEPTH. SUFFICIENT COMPACTIVE EFFORT MUST THEN BE APPLIED TO THE EXCAVATED SURFACE TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D-1557).
2. BACKFILL SHALL BE UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 15 INCHES LOOSE MEASURE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO EACH LAYER TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY FOR THE ENTIRE DEPTH OF THE FILL AS DETERMINED BY AASHTO T-180 (ASTM D-1557). THE EXCAVATED SURFACE AND EACH LAYER OF BACKFILL SHOULD BE COMPACTED WITH A SELF-PROPELLED STEEL DRUM VIBRATORY ROLLER HAVING A MINIMUM TOTAL APPLIED FORCE OF 10 TONS.
3. IN ORDER TO VERIFY THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE RECOMMENDATIONS, ALL PROFFROLLING AND PLACEMENT OF COMPACTED FILL AND BACKFILL SHOULD BE OBSERVED AND TESTED AS REQUIRED HEREIN.

### GROUNDWATER:

HEAVY RAINFALL AND/OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES, OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY. ANY DEWATERING FOR THE SITE MUST REMAIN WITHIN THE DETENTION AREAS AND RECHARGE TRENCHES. NO ADDITIONAL OFFSITE DISCHARGE IS ALLOWED.

### COMPACTION:

1. WHERE THERE IS EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY THE SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURE(S). LOADERS AND HEAVY PLATE COMPACTORS ARE TWO TYPES OF EQUIPMENT THAT HAVE BEEN USED SUCCESSFULLY. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.
2. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

### STORM SEWER NOTES

1. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.
  2. PRIOR TO FINAL PAYMENT OF RETENTION, DETENTION, AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.
  3. BACKFILL SHALL BE COMPACTED IN NO GREATER THAN ONE (1) FOOT LIFTS TO THE DENSITY OF THE UNDISTURBED ADJACENT SOILS.
  4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE.
  5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTON OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
  6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE AS-BUILT REQUIREMENTS.
  7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED FEET (100') OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.
  9. INLETS (42S430 ) INCLUDES THE LIST OF MATERIALS/INSTALLATION/DEWATERING STABILIZATION/AS BUILT/TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATION AROUND UNDER STRUCTURES.
  10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
  11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURERS RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.). AIR ENTRENCHER PIPE
- BASIS OF PAYMENT**  
THE PRICE AND PAYMENT FOR THIS PROJECT SHALL INCLUDE ALL LABOR, MATERIALS, EXCAVATION, INCIDENTALS, MECHANICAL RESTRAINT, CLEANING & FLUSHING, PIPE BEDDING, SPECIAL BACKFILL, DEWATERING, CLEAN-UP, DISPOSAL OF EXCESS MATERIAL, TESTING, TRENCH SAFETY AND SHORING, MOBILIZATION, MAINTENANCE OF TRAFFIC, CLEARING & GRUBBING, AND ANY OTHER ITEMS OF WORK REQUIRED FOR THE COMPLETED INSTALLATION OF THE PROJECT.

### TRAFFIC

CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND COUNTY RULES AND REGULATIONS GOVERNING THE USE OF STREETS FOR PROTECTION OF THE WORK AND PUBLIC SAFETY. MAINTENANCE OF TRAFFIC SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - LATEST EDITION.

### TURBIDITY NOTE

THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. ALL CUT/FILL WILL BE RELOCATED WITHIN THE BUILDING PAD AREAS AND THEREFORE HAULING OF MATERIAL WILL NOT BE REQUIRED. THE DEWATERING FOR THE SITE MUST REMAIN WITHIN THE DETENTION AREAS. NO ADDITIONAL DISCHARGE ALLOWED.

### CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE/REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.
3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR."
4. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY ST. LUCIE COUNTY SCHOOL BOARD.

### SITE PREPARATION AND GRADING :

1. PREPARATION OF THE SITE FOR CONSTRUCTION WILL REQUIRE GRUBBING AND STRIPPING OF VEGETATION AND ROOT SYSTEMS THROUGHOUT AREAS TO BE COVERED BY NEW CONSTRUCTION. TRUNKS AND ROOT BALLS FOR TREES SHOULD BE REMOVED. SITE PREPARATION AT FORMER LOCATIONS OF LARGER SHRUBS AND TREES MAY REQUIRE EXCAVATION TO GREATER DEPTHS.
2. FILL MATERIAL MAY BE REQUIRED. FILL SHOULD BE FREE FROM DEBRIS OR OTHER DELETERIOUS MATTER, AND SHOULD CONSIST OF CLEAN GRANULAR MATERIAL THAT HAS A MAXIMUM PARTICLE SIZE NOT GREATER THAN SIX INCHES. IT SHOULD CONTAIN NOT MORE THAN 10 % PASSING THE U.S. STANDARD NUMBER 200 SIEVE, AND HAVE AN ORGANIC CONTENT LESS THAN ONE PERCENT.
3. FILL SHOULD BE PLACED IN ESSENTIALLY HORIZONTAL LIFTS LESS THAN 12 INCHES IN UNCOMPACTED THICKNESS, HAVE A MAXIMUM PARTICLE SIZE NOT GREATER THAN 6 INCHES, BE MOISTURE CONDITIONED AS NECESSARY, AND UNIFORMLY COMPACTED TO AT LEAST 98 PERCENT RELATIVE COMPACTION AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE (ASTM D1557).
4. AFTER COMPLETION OF THE GENERAL SITE PLAN PREPARATION, WHEN EXCAVATIONS FOR THE CONSTRUCTION OF FOUNDATIONS ARE MADE THROUGH THE COMPACTED NATURAL GROUND, FILL OR BACKFILL THE BOTTOMS OF THE EXCAVATIONS ARE TO BE TAMPED SO AS TO DENSIFY SOILS LOOSEENED DURING OR AFTER THE EXCAVATION PROCESS, OR WASHED OR SLOUGHED INTO THE EXCAVATION PRIOR TO THE PLACEMENT OF FORMS. A PLATE TAMPER CAN BE USED FOR THIS FINAL DENSIFICATION IMMEDIATELY PRIOR TO THE PLACEMENT OF REINFORCING STEEL, WITH PREVIOUSLY DESCRIBED DENSITY REQUIREMENTS TO BE MAINTAINED BELOW THE FOUNDATION LEVEL.
5. AFTER FOUNDATION FORMS ARE REMOVED, BACKFILL AROUND FOUNDATIONS SHOULD BE PLACED IN LIFTS SIX INCHES OR LESS IN THICKNESS, WITH EACH LIFT INDIVIDUALLY COMPACTED WITH A PLATE TAMPER. THE BACKFILL SHOULD BE COMPACTED TO A DRY DENSITY OF AT LEAST 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.

### SOIL EROSION PLAN

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SPECIFIC SOIL EROSION PLAN. IN GENERAL THE SOIL EROSION PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES, OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A 98% DENSITY. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FLORIDA DEPARTMENT OF TRANSPORTATION INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES, OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES AS PER FLORIDA DEPARTMENT OF TRANSPORTATION INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

**10 DAYS PRIOR TO CROSSING I CONTRACTOR WILL POT HOLE UTILITY TO DETERMINE THE EXACT VERTICAL LOCATION.**