

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 000420 Public Entity Crime, Drug Free Workplace & Material Safety Data Forms
- 000430 List of Subcontractors
- ~~000500 Agreement Forms~~ [See Subcontract Agreement from Allstate Construction](#)
- ~~000610 Performance and Payment Bonds~~ [See Subcontract Agreement from Allstate Construction](#)
- ~~000625 Acceptable Surety Companies~~ [See Subcontract Agreement from Allstate Construction](#)
- ~~000700 General Conditions~~ [See Subcontract Agreement from Allstate Construction](#)
- ~~000800 Supplementary General Conditions~~ [See Subcontract Agreement from Allstate Construction](#)
- 000820 Special Conditions
- 000950 Direct Purchases by Owner
 - Contractor Information Sheet
 - Request for Purchase Order – Attachment 1
 - Vendor Letter Sample – Attachment 2
 - Invoice Transmittal Form – Attachment 3
- 000951 Direct Material Purchase Procedure

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 000420 - PUBLIC ENTITY CRIME, DRUG FREE WORK PLACE & MATERIAL SAFETY DATA FORMS

The following forms are included herein and shall be completed and submitted by ~~all Bidders with their proposals in accordance with the Instructions to Bidders.~~ **Subcontractors after award of subcontract.**

1. State of Florida Form, "Sworn Statement Under Section 287.133 (3)(a), Florida Statutes, On Public Entity Crimes"
2. State of Florida Form, "Sworn Statement Under Section 287.087 and 440.102, Florida Statutes, Drug Free Work Place Program"
3. State of Florida Form, "Sworn statement pursuant to Florida statutes, Material safety data form (MSDF)"
- ~~4. Bidder's Local Preference Request Form.~~ **Not applicable to this project.**

END OF SECTION 000420

1. I have executed and attached the following:

- a. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.
- b. Sworn Statement on Drug-Free Workplace Program.
- c. Sworn statement on Material Safety Data Form (MSDF).

COMPANY

DATE

BY (SIGNATURE)

TITLE
(SEAL – IF BID IS BY CORPORATION)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,
[name of individual signing]

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

NOTARY PUBLIC

My commission expires:
SEAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____.
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. 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 an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or 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.
3. 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 a 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 person 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.

5. 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 and which bids or applies to bid on contracts 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

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

[signature]

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

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

SWORN STATEMENT PURSUANT TO SECTION 287.087 AND 440.102,
FLORIDA STATUTES,

DRUG-FREE WORK PLACE PROGRAM

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

1. This sworn statement is submitted to _____
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

2. It is my understanding that the Owner, Bay County School Board is encouraged by State Law to give preference to entities with DRUG-FREE WORK PLACE PROGRAMS authorized by Florida Statutes, Section 287.087 and that the entity is eligible for discounts to its Worker's Compensation Insurance Premiums under Florida Statute Section 440.102.

(signature)

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES,
MATERIAL SAFETY DATA FORM (MSDF)

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

1. This sworn statement is submitted to Bay County School Board

by _____.

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. It is my understanding that the Owner, The School Board of Bay County (BCSB) requires the Bidder to submit to the Owner within five (5) business days from Bid Date the following items:
- a. List of all chemicals and/or products that may emit, leak, evaporate, be dissolved from, or produced by the services that the Contractor is proposing;
 - b. List shall include a clear deliberation of chemical content of product, containing all information required by Federal OSHA Hazard Construction Law and Florida's Right-to-Know Law; list shall have Bid number and Bid Item Number stated on Data Sheets.
 - c. For building or construction materials, or building furnishings, the Contractor shall submit in writing any chemical emission or exposure data that the product contains.
 - d. Safety and Health Precautions to be employed to protect Workers who will be doing the work;
 - e. Safety and Health Precautions to be employed to protect the building occupants, general public and other nearby tradesmen;
 - f. Safety and Health precautions to ensure that the work space, building, or School Board's properties are not contaminated as it may relate in any way to the services that are provided;

- g. Precautions to be employed to ensure that harmful exposures shall not occur after the services have been provided, and a detailed description of the steps to be used to ensure this condition is achieved;
 - h. Procedures for the disposal of wastes or by-products, and a statement that the Contractor shall dispose of all wastes in compliance with applicable regulatory agencies.
- 3. Contractor is projecting himself as an expert in these services, and as such should be very familiar with listed items (a) through (h); As a knowledgeable entity about these services and products, the Contractor shall also be held fully and solely responsible for any problems that result in injury, illness, property damage or loss, or contamination of the air, soil, or water, or fines imposed by any regulatory agency for failure to comply with the regulations or prudent actions, that result from his services and/or the products used in supplying these services.
- 4. Submission of the Bid acknowledges and accepts the agreement to provide these services or materials and the Contractor agrees with all of the provisions listed above, and agrees to fully indemnify the BCSB for any and all costs to the BCSB that are the result of contamination, people exposures, damage to BCSB, Architect, and all personal property, or regulatory actions.
- 5. Contractor understands and agrees, if any of these provisions are not agreed to or provided as required in the Bid Application, the Contractor may be disqualified on the basis of being unresponsive to the Bid Requirements.
- 6. If after the contract has been secured, the Contractor fails to comply with any of these provisions, the work may be stopped immediately by the BCSB, and the contract may be terminated at no penalty to the BCSB. Should this occur, then the difference between this bid price and that of the next highest bidder shall be withheld as punitive damages for failing to comply with this agreement. The intent of this provision is for the Contractor to provide services and materials that shall not cause any harm to the students, staff, faculty, other tradesmen, school visitors or business invites, the indoor or outdoor environments, School Board of Bay County property, or neighboring properties, and to ensure that the Bidder complies fully with all applicable regulatory agency requirements.
- 7. The BCSB reserves the right to request additional information from the Contractor and Supplier concerning the contents of the products submitted by the Contractor for the corresponding bid item.
- 8. All questions concerning the requirements shall be submitted in writing to be forwarded to the School Board of Bay County.

(signature)

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

Bidder's Local Preference Request

I affirm that

Firm Name

Street Address

City

Zip Code

☐

qualifies for 5% local preference by having the home office within Bay County, and meeting all of the criteria set forth in Board Policy 6.101 (VI) (a) 1.2.

☐

qualifies for 3% local preference by having an office or distribution point located in Bay County, but, with home office located outside Bay County, and meeting all of the appropriate criteria set forth in Board Policy 6.101 (VI) (a) 1.2.

Name and title of requestor:

Signature

Printed

SECTION 000430 - LIST OF SUBCONTRACTORS

**BAY DISTRICT SCHOOLS
CONTRACTOR AND SUBCONTRACTOR LICENSE DECLARATION**

Facilities: _____ Date: _____

Project Title: _____ BDS Project Number: _____

The following information must be provided by the Contractor as part of their bid submittal.

Prime Contractor's Signature: _____

Contractor	Address	Phone Number	License Number
Prime			
Plumbing			
HVAC			
Electrical			
Utilities			
Fire Alarm			
Roofing			
Other			
Other			

Note: A total listing of subcontractors and suppliers is required to be executed within 72 hours of Bid Opening by apparent low bidder or if requested by Owner. If, due to alternate bids, more than one subcontractor or supplier must be considered, Contractor shall list each and state which is to be considered for base bid work and which is to be considered if a specific alternate is to be accepted.

SECTION 00430 - LIST OF SUBCONTRACTORS (continued):

Subcontractors listed in the Bid shall not be replaced without cause, once list has been opened and made public, in accordance with Section 255.0515, F.S.

The undersigned declares that he/she has fully investigated each subcontractor listed and has determined to his/her own complete satisfaction that such subcontractor maintains a fully equipped organization, capable, technically and financially, of performing the pertinent work, and that he/she has made similar installation in a satisfactory manner.

FIRM: _____
(Name of Firm)

BY: _____
(Signature of Bidder)

(Name of Bidder)

TITLE: _____
(Title of Bidder)

DATE: _____

END OF SECTION 000430

SECTION 000500 - AGREEMENT FORMS

The "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed maximum Price", The American Institute of Architect's (AIA) Document A133-2019, 2019 Edition, twenty-four (24) pages, is included herein and shall be used, as modified, on this Project as the Agreement Form.

END OF SECTION 000500

000500-1

03 June 2024

SECTION 000610 - PERFORMANCE BOND AND PAYMENT BOND

The "Performance Bond" and "Payment Bond", The American Institute of Architects' (AIA) Document A312-2010, 2010 Edition, four (4) pages each, is included herein and shall be used on this Project as the Performance Bond and Payment Bond.

END OF SECTION 000610

SECTION 000625 - ACCEPTABLE SURETY COMPANIES

PART 1 - GENERAL

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

- A. The Surety Company must be admitted to do business in the State of Florida.
- B. The Surety Company shall have been in business and have a record of successful continuous operations for at least five years.
- C. The Surety Company shall have at least a minimum 'A' rating, based on Best Ratings and Financial Performance Ratings from A.M. Best Company as follows:

BEST'S RATINGS	
A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good
BEST'S FINANCIAL PERFORMANCE RATINGS	
9	Very Strong
8, 7	Strong
6, 5	Good

<u>CONTRACT AMOUNT</u>	<u>FINANCIAL SIZE CATEGORIES</u>
Less than 1,000,000	FSC I
1,000,000 to 2,000,000	FSC II
2,000,000 to 5,000,000	FSC III
5,000,000 to 10,000,000	FSC IV
10,000,000 to 25,000,000	FSC V
25,000,000 to 50,000,000	FSC VI
50,000,000 to 100,000,000	FSC VII

1. Best's Rating represents an opinion based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile or an equivalent rating from the Insurance Commissioner, if not rated by Best's.

SECTION 000625 - ACCEPTABLE SURETY COMPANIES (continued):

2. Best Financial Performance Rating represents an opinion based primarily on a quantitative evaluation of a company's balance sheet strength and operating performance for companies that do not meet the minimum size and/or operating experience requirements for a Best's Rating.

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

- A. Any risk or portion of any risk shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do such business in this State shall be deducted in determining the limitation of risk prescribed in this section.
- B. In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety.

PART 2 - PRODUCTS N/A

PART 3 - EXECUTION N/A

END OF SECTION 000625

000625-2

03 June 2024

SECTION 000700 - GENERAL CONDITIONS

The "General Conditions of the Contract for Construction", The American Institute of Architects' (AIA) Document A201-2017, forty-one (41) pages, is included herein.

END OF SECTION 000700

000700-1

03 June 2024

SECTION 00 80 00 – SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTS TO A.I.A. DOCUMENT A201, 2017 EDITION GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

TABLE OF CONTENTS:

ARTICLE 1:	General Provisions
ARTICLE 2:	Owner
ARTICLE 3:	Contractor
ARTICLE 4:	Architect
ARTICLE 5:	Subcontractors
ARTICLE 6:	Construction by Owner or By Separate Contractors
ARTICLE 7:	Changes in The Work
ARTICLE 8:	Time
ARTICLE 9:	Payments and Completion
ARTICLE 10:	Protection of Person and Property
ARTICLE 11:	Insurance and Bonds
ARTICLE 12:	Uncovering and Correction of Work
ARTICLE 13:	Miscellaneous Provisions
ARTICLE 14:	Termination or Suspension of the Contract
ARTICLE 15:	Claims and Disputes
ARTICLE 16:	Equal Opportunity

GENERAL

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2017 Edition. The A.I.A. Document A201, 2017 Edition is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Sub-Subparagraph shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

1.1 BASIC DEFINITIONS:

1.1 Supplement Paragraph 1.1 as follows:

“1.1.1.1 The General Contractor’s and Subcontractor’s Proposal Forms as accepted by the Owner shall be a part of the Contract Documents.

1.1.9 “Provide”, as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 “Diagrammatic”, as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 “Product”, as used in these Contract Documents, includes materials, systems and equipment.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1.2.1 Delete subsection entirely and substitute the following:

“1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Performance by the Contractor and Subcontractors shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

listed. Large scale plans, sections, and details take precedence over smaller scaled items. Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all the items involved under any trade are mentioned in one or several sections or on one or several drawings.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor in more than one Section, unless he shall have obtained a written decision from the Construction Manager prior to the bid. The Construction Manager will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the Contractor and Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Architect prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification.

1.2.1.4 The Contractor, and Subcontractors shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Subcontractors shall notify the Contractor before time of submitting bid. The Contractor will notify and resolve the issues with the Architect prior to submitting a guaranteed maximum price or Bid Proposal to the Owner. Should conflict occur in or between Drawings and Specifications; Contractor and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of bid proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.

1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Architect.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to the Architect for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS.

1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Contractor and Subcontractors shall obtain a written decision from the Architect, except where the Contractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, CONDITIONS OF THE CONTRACT, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent and/or most expensive case applies as determined by the Architect."

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

1.2.2 Add the following:

“1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers generally conforming to "Uniform System for Construction Specifications.”

ARTICLE 2 - OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

“2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN CALDWELL ASSOCIATES ARCHITECTS WHERE THE TERM "A/E", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Architect unless specifically stated otherwise.”

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

“2.2.5.1 The Contractor will be furnished with ONE (1) reproducible digital (PDF format) set of Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) will be made available to the Contractor for the printing processes. The Contractor will make the portable document format documents available to the Subcontractors. The Architect will provide the Contractor with the original digital BIM Revit Model and/or AutoCAD files of the building and site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and Submittals upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users.”

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

“2.4.1 The Owner will assist the Architect and Contractor in determining in general that the Work of the Subcontractors is being performed in accordance with the Contract Documents and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and Subcontractors.”

ARTICLE 3 - CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

“3.2.1.1 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution. The Contractor shall be responsible for coordinating with the owner to inspect and locate existing site conditions and providing existing as built drawings for the following existing site items documented by GPS coordinates:

Valve and Valve Boxes, Main Water and Sewer tie-ins, Clean outs and Junction Boxes

Chilled Water Lines, main water lines, main gas lines and electrical conduits.

Existing change of directions for chilled water lines, main water lines, main gas lines, irrigation lines and electrical conduits.

Electrical Transformers.

3.2.3 Add the following:

“3.2.3.1 The Contractor, Subcontractors and material suppliers shall examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction.

3.2.3.2 Before ordering materials or doing any work, the Contractor and Subcontractors shall verify all measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

difference which may be found shall be reported to the Architect in writing, for consideration before proceeding with the Work.”

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES:

Add the following Subparagraph 3.3.2.1 through 3.3.2.7:

3.3.2.1 The Contractor and/or subcontractor and their employees shall refrain from use of vulgarities around students, staff and faculty.

3.3.2.2 Clothing shall have no vulgarities or sexually suggestive graphics.

3.3.2.3 Direct contact with students, faculty or staff is strictly prohibited.

3.3.2.4 Violation of Special Conditions may result in immediate termination of that employee, Contractor or Subcontractor.

3.3.2.5 State regulations prohibit alcohol, drugs, and firearms from being brought onto school property. Violators will be prosecuted under State Law.

3.3.2.6 Bay County School Board Policy states that there shall be no smoking or use of tobacco products which include e-cigarettes, allowed in any facility or on any real or personal property owned by or under the control of the Bay County School System. Contractor and Subcontractor employees are required to leave the school campus for tobacco use. Job-site trailers are not exempt from this requirement.

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

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

“3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by name. Architect to list at least three acceptable manufacturers in the Specifications, where possible, however each manufacturer shall meet the basis-of-design requirements.”

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

“3.4.2 Substitutions During Bidding Period - Requests for Substitutions during the bidding period will be considered and treated only as stated in Specification Section 008200, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Architect will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Contractor and Subcontractors shall make such modifications as are necessary to meet these essential requirements.

3.4.2.1 Approval After Bids are Opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts, bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Architect within ten (10) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute.”

3.5 WARRANTY:

Add the following:

“3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Contractor and Subcontractors shall remedy, at his own expense, any

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.”

3.6 TAXES:

3.6 Add the following:

“3.6.1 Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Contractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require. The Contractor will organize, implement and manage the Owner’s direct purchase tax recovery program. Direct purchases shall be for orders of **five-thousand dollars (\$5,000)** or more for any single item.”

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

“3.7.1 A local building permit will **NOT** be required for this project. The “Florida Building Code **2020** shall govern. The Owner will engage a qualified **Building Department** to facilitate the document review and building permit process, as well as, related inspection services in accordance with the FBC. The Owner is exempt from all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code **2020**, the Florida Statutes and the Florida Administrative Code. The Contractor and Subcontractors shall secure all required permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor and Subcontractors shall be familiar with all Federal, State, and local laws, codes, ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Contractor and Subcontractors shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Architect/Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations.”

3.7.2 Add the following:

“3.7.2.1 The Contractor and Subcontractors at all times shall comply with the Florida Building Code **2020** installation requirements (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner affects the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer, to the extent allowable by law, against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES:

Add the following Subparagraphs 3.10.5 through 3.10.7:

3.10.5 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to insure the prosecution of the Work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the progress by increasing the number of shifts, overtime operations, days of work and the amount of construction plant, all without additional cost to the Owner.

3.10.6 Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement.

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

3.10.7 Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Article 14 of the General Conditions, or may withhold further payments as indicated in Article 9.5.1.

3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

“3.11.1 At the completion of the Work, each Subcontractor shall submit "Record Drawings" to the Contractor on digital media, and the Contractor in turn will produce (or cause to have produced) As-Built Drawings on ELECTRONIC MEDIA on Autodesk AutoCAD Architectural Desktop (2019 Version). The Architect will provide the Contractor with the digital related AutoCAD files of the project for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. Said Record Drawings shall be delivered to the Architect for review. The Architect will forward reviewed Final As-Built Drawings to the Owner for their future use.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected using access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings" shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the day's work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the Contractor as noted in 3.11.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Where changes and actual locations are to be recorded, the electronic media shall be erased before the changes are made. The work shall be shown as installed and the Contractor shall deliver the black line drawing prints and electronic media files with every drawing marked "As-Built". In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work, and A/V & Data, unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced, except pipe runs may be noted, and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings.

In addition, Contractor shall provide the following upon completion of the project:

- Electrical:
 - o Panel schedule to be verified by Engineer of Record
 - o On the Receptacle show label with Panel and Breaker
 - o On Main Panel label phase rotation
 - o Provide permanent Tag on Transformer for every main panel going to Transformer.
 - o Provide on every Panel and switchgear paired Transformer
 - o Provide the following standard color coding on J-Boxes:

Red – Fire Alarm

Yellow – 120/208/240 low voltage

Orange – 277/480 high voltage

Green – Camera

Blue – Communication/AV

- Plumbing:
 - o For Valve Boxes above Ceiling locations, provide orange/blue stencil at grid intersection nearest to Valve Box
- Mechanical:
 - o For Fire Damper, Air Damper locations provide pop-rivet sign
- Site As-Built drawings shall include the following:
 - o location of all existing valves and valve boxes by GPS coordinates
 - o location of all new valves and valve boxes by GPS coordinates.
 - o location of main sewer service tie in points by GPS coordinates.
 - o location of main water tie in points by GPS coordinates.
 - o location of clean outs and junction boxes by GPS coordinates.
 - o line drawings for chilled water lines, main water lines, main gas lines, Electrical lines.

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

- change of direction for chilled water lines, main water lines, main gas lines, electrical lines.
- Electrical Transformer location by GPS coordinates.

3.11.1.4 The Contractor shall review the complete as-built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, invert, etc. are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original benchmark for the project. The "Record Drawings" from each Subcontractor, including those unchanged and changed, shall be submitted to the Architect, when completed, together with three (3) sets of black line prints (produced from the As-Built Electronic Media) with the Contractor's stamp and each Subcontractor's certification for forwarding to the Owner, at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Architect, reviewed and accepted as complete, and in accordance with the contract documents.

3.11.1.5 The Contractor shall be responsible for collecting, identifying, indexing and collating the specified Close-Out Documents including the following materials from the Subcontractors, and will deliver three (3) copies of the finished documents to the Architect. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and address, office and home phone numbers, make and model numbers, operating design and characteristics, etc. will be required. All information submitted shall be updated to reflect existing conditions. Final payment shall not be made until said documents have been received by the Architect/Engineer, reviewed and accepted as complete and in accordance with the contract documents. Also refer to Section 01 77 00, Close-Out Procedures."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

3.12.11 Add the following Subparagraph:

"3.12.11 The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300."

3.14 CUTTING AND PATCHING OF WORK:

3.14 Add the following Subparagraphs:

"3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade, and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports."

ARTICLE 4 - ARCHITECT:

4.1 GENERAL:

4.1 Add the following paragraph:

"4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to litigation."

ARTICLE 5 - SUBCONTRACTORS:

5.1 DEFINITIONS:

5.1. Add the following:

"5.1.3 Material Supplier is a person or organization who has furnished materials to the General Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

has not performed any on or off site work other than delivering construction materials, and shall not have or created any contractual relation between the Owner or the Architect/Engineer.

5.1.4 The Contractor, and all Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Conditions of the Contract, Drawings and Specifications.”

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

“6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The Contractor and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it.”

ARTICLE 7 -CHANGES IN THE WORK:

7.2 CHANGE ORDERS:

7.2 Add the following:

“7.2.2 The Contractor is responsible for all affected work that is a result of an approved Change Order. Any changes required as a result of a Change Order shall be reflected in the price of the Change Order. Any additional work that becomes necessary after the Change Order has been approved will be made at the Contractor's expense.”

7.3 CONSTRUCTION CHANGE DIRECTIVES:

7.3.3 Delete paragraph and substitute the following:

“7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices;
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,
3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

1. Estimate of Labor.
2. Estimate of Materials.
3. Estimate of Applicable Taxes.
4. Estimate of Equipment Rentals.
5. Estimate of Subcontractor Costs.
6. Estimate of Contractor Costs.
7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.
8. Cost of Bond Premium.
9. Contractor and Subcontractor overhead and profit applied to the above items shall not exceed fifteen percent (15%) percent in total. Subcontractor overhead and profit shall not exceed ten percent (10%). Contractor overhead and profit shall not exceed five percent (5%) plus the cost for related bond premium. All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices shall be submitted to the Architect within seven (7) calendar days after receipt of the proposal request.”

7 3.7 Add the following:

“7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Construction Manager. Material invoices shall be presented to the Owner and Architect with all payment requests.

7.3.7.1.2 No amount or percentage of overhead and profit will be allowed on items of perks, fringe benefits, bonuses, retirement benefits (other than social security withholdings), or health and life insurances.”

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

ARTICLE 8 - TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

“8.2.4 Work shall be commenced by the date established in the Notice to Proceed, but in no case more than ten (10) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner’s Agent. **The Contract Time is specified in the Agreement Between Owner and Construction Manager.**”

A. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor and/or its Surety, liquidated damages and not as a penalty, the per diem amounts **specified in the Contract Between the Owner and Construction Manager**, and commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion for each Phase of Work identified. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner would incur as a result of delayed completion of the Work.
2. The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. The Owner will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner.
3. Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any of his rights under the Contract.
4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within **the specified number of days** after Substantial Completion. Liquidated Damages for punch list items shall commence on the after Substantial Completion is established and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner the sums stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete.”

ARTICLE 9 - PAYMENTS AND COMPLETION:

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

“9.5.4 The Architect may withhold or cause to be withheld, from any monies payable on account for work performed by the Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractors for damages.”

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

“9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the Contractor thirty (30) days after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents including Record Drawings, and the “Final Consent of Surety. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved.”

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraph:

“10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (P191-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Subcontractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to persons may result by reason of displacement of the Subcontractor's material, equipment or plant during such hurricane or storm.”

10.2.7 Add the following subparagraph:

“10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Construction Manager shall be the sole judge determining the party causing the damage, notwithstanding any dispute resolution.”

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Subparagraph 11.1.1 and substitute the following:

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Owner, Contractor, Architect and Architect's consultants from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall provide the ISO Commercial General Liability policy for general liability coverages. All liability policies shall provide that the Owner, Bay County School Board, is a named additional insured (being named as Certificate Holder is not acceptable) as to the operations of the Contractor under the Agreement and shall provide the Severability of Insured's Provision. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance. This insurance shall protect the Contractor from the following claims:

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

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

Delete Subparagraph 11.1.2 and substitute the following:

11.1.2 The insurance required by Subparagraph 11.1.1 provides Coverages, whether written on an occurrence or claims-made basis, that shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Insurance must be maintained for one (1) year after final payment. The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18 and coverage for the "XCU" exposure. The amounts set forth herein and by Law shall apply equally or whether on or off the site of the Work.

11.1.2.1 Contractor's Liability: Shall include Comprehensive General Liability, Premises and Completed Operations, Contractual Liability and Broad Form coverage.

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage, including Complete Operations and Broad Form: in at least the amount of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- c. Personal Injury (with the employment exclusion deleted) in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.

11.1.2.2 Worker's Compensation: The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes. Copies of the insurance policy shall be filed with the Owner no later than 60 days after execution of the Owner-Contractor Agreement. All subcontractors shall maintain valid Worker's Compensation Insurance as required by Florida Statutes.

- a. Applicable Per Florida Statute – Chapter 440
- b. Railroad Required NO
- c. Maritime Required NO
- d. Employer's Liability \$500,000

11.1.2.3 Motor Vehicle Liability (Owned, Non-owned and Hired): The Contractor shall secure and maintain, during the life of this Agreement, Motor Vehicle Liability insurance on all vehicles for the following:

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage in at least the amount of \$200,000 per occurrence, with an Aggregate of \$400,000.

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

- a. Bodily injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- b. Property damage in at least the amount of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- c. Personal Injury in at least the amounts of \$1,000,000 per occurrence, with an Aggregate of \$1,000,000.
- d. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract

11.1.2.5 Public Liability: Shall include Comprehensive General Liability and Products and Completed Operations Liability coverage against bodily injury, personal injury and property damage, in limits as specified.

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

Delete Subparagraph 11.1.3 and substitute the following:

11.1.3 Two (2) Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner; this shall be noted on the Certificates of Insurance. The foregoing insurance coverages are required to remain in force for one (1) year after final payment if written on a claims-made basis; therefore an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Contractor shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Contract Documents. The Certificate of Insurance shall be dated and show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. The Contractor shall furnish a copy of the insurance policy to the Owner within 30 days following execution of the Agreement. The Supplemental Attachment form, AIA document G715 shall be completed, signed by the Contractor's insurance representative and attached to the Accord certificate. Furnish to the owner a letter from the insurance company stating that all required insurance has been complied with as specified.

The Supplemental Attachment, The American Institute of Architects' (AIA) Document G715 is included at the end of this section.

Add the following Subparagraph 11.1.4:

11.1.4 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Florida, property insurance, written on a Builder's Risk completed value form, in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site, on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.1 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor and Subcontractors in the Work. Perils insured shall be "All Risks" including flood, Earthquake, and Sinkhole. Contractor remains responsible for any deductible under such policy."

Property Insurance coverage shall include coverage of perils of windstorms, fire, lightning vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Extended coverage, vandalism, and malicious mischief insurance may contain the standard deductibles.

The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

Add the following Subparagraphs 11.1.4.1, through 11.1.4.5:

11.1.4.1 Property insurance shall be on a Special Causes of Loss form or its equivalent, including reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss.

11.1.4.2 If the Owner requests in writing that other special insurance be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

11.1.4.3 If the property insurance provides deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.4.4 Any insured loss is payable to the Owner as trustee for the insured, as their interest may appear.

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

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

Add the following Subparagraph 11.1.5:

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

11.3 WAIVERS OF SUBROGATION

Add Subparagraphs 11.3.3 to 11.3.5:

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

11.3.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

“13.1.1 The Contractor and Subcontractors shall comply with all applicable provisions of the Florida Building Code 2020 (with latest supplements), Florida Fire Prevention Code 2020, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the project.”

“13.1.2 The Contractor and Subcontractors shall comply with the Owner’s personnel background check and badging of all on-site personnel. Refer to Section 00 98 00, Background Check.”

ARTICLE 15 - CLAIMS AND DISPUTES:

15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its’ entirety and substitute the following:

“15.2.1 “Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner’s acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor.”

SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS (continued)

ARTICLE 17 - EQUAL OPPORTUNITY:

ADD the following Article:

“17.1 The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.

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

END OF SECTION 00 80 00

SECTION 008200 – SPECIAL CONDITIONS

TABLE OF CONTENTS:

ARTICLE 1:	Permits and Fees
ARTICLE 2:	Project Signs
ARTICLE 3:	Layout of Work
ARTICLE 4:	Temporary Fencing and Security
ARTICLE 5:	Material Storage
ARTICLE 6:	Temporary Toilet Facilities
ARTICLE 7:	Use of Premises, Barricades and Protection
ARTICLE 8:	Temporary Field Office, Facilities and Parking
ARTICLE 9:	Cooperation - Disputes
ARTICLE 10:	Cleanup
ARTICLE 11:	Quality Control
ARTICLE 12:	Changes to the Work
ARTICLE 13:	Priority
ARTICLE 14:	Cooperation with Public Service Companies
ARTICLE 15:	Substitution of Materials and Equipment
ARTICLE 16:	Fastening Devices
ARTICLE 17:	Project Close-Out
ARTICLE 18:	Historical and Archaeological Data Preservation
ARTICLE 19:	Environmental (Endangered Species) Requirements
ARTICLE 20:	Indemnification

Attachment: Certificate of Substantial Completion Form

Attachment: Certificate of Contract Completion Form

Attachment: Warranty-Guarantee Form

PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit **is NOT** required for this project. The Owner shall obtain and pay for all required approvals and inspections for the building. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service connection fees (if required) and required utility service fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall assist in obtaining and arranging for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The Contractor will provide the project sign(s) as designed by the Architect and approved by the Owner. The signs will be **ONE (1) 4' x 8'** professionally painted (or digital printed and mounted) plywood signs indicating the Architect, Contractor and the Owner. Location to be as directed by the Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor.
- B. See SECTION 01 50 00 – PROJECT SIGN for additional requirements.

SECTION 008200 – SPECIAL CONDITIONS (continued):

ARTICLE 3: LAYOUT OF WORK:

- A. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space as determined by the Construction Manager, Owner and Architect. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Contractor and Subcontractors shall carefully plan the layout and review any questionable installations with the Contractor and the Architect.
- B. Refer to Section 01 31 00, Project Management and Coordination, for required Coordination Drawings.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure **WILL BE** required for the duration of the construction period. The temporary fencing may need to be modified by the Contractor for the various phases of construction.
- B. The services of a watchman will **NOT** be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely

SECTION 008200 – SPECIAL CONDITIONS (continued):

- notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
 - F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
 - G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
 - H. Maintain clearances adjacent to and in connection with the work performed.
 - I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
 - J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
 - K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
 - L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
 - M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
 - N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
 - O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
 - P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required), equipment and parking for all construction workers. Placement and schedule shall be coordinated with the Contractor.
- B. Contractor shall provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
- C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Field offices and sheds shall not be used for living quarters.

SECTION 008200 – SPECIAL CONDITIONS (continued):

- E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that the Contractor and Subcontractors shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

- A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the A/E, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.
- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00, AIA A201 General Conditions and Section 00 80 00 Supplementary General Conditions.

SECTION 008200 – SPECIAL CONDITIONS (continued):

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
 - 1. Special Equipment - Electric Devices
 - 2. Light Fixtures
 - 3. Sheet Metal Duct Work
 - 4. Plumbing Work, including fire protection piping
 - 5. Mechanical Work, including electrical and A/C pipes
 - 6. Electrical Work
 - 7. Control System
- B. **After award of contracts and prior to start of construction the Contractor will schedule a meeting with the Contractors responsible for the work items listed above.** The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the Contractor will provide to the HVAC and Electrical Contractors the drawings for the building on ELECTRONIC MEDIA in Autodesk ACAD Architectural Desktop (2019 Version). The Architect will provide the Contractor with the digital files of the building for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. **The HVAC and Electrical Contractors, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams.** In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's and the Fire Protection System Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements. This information shall be outlined on the drawings by the HVAC Contractor. Also refer to Section 01 31 00, Project Management and Coordination for the required Coordination Drawings.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors will be held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed 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. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.

SECTION 008200 – SPECIAL CONDITIONS (continued):

- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
 - 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
 - 2. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Architect/Engineer.
 - 3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the A/E. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.
- C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:
 - (Example)
 - Division 1
 - CM / Contractor Representative's Name
 - Company Name
 - Title

SECTION 008200 – SPECIAL CONDITIONS (continued):

Address
Phone Number
Facsimile Number

Division 2
Earth Moving and Site Grading
Representative's Name
Title
Company Name
Phone Number
Address
Facsimile Number

D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.

E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.

F. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The Contractor shall provide copies of all test and balance reports from his Subcontractors as required. (See Division 21 thru 28.) Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.

G. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.

H. WARRANTY, GUARANTEE AND BONDS:

1. The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.

The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)

Division 1
CM / Contractor Representative's Name
Company Name
Title
Address
Phone Number
Facsimile Number
Start and End of Warranty

Division 2
Earth Moving and Site Grading
Representative's Name
Title
Company Name
Phone Number
Address
Facsimile Number
Start and End of Warranty

SECTION 008200 – SPECIAL CONDITIONS (continued):

2. Warranty guarantee and bonds will be as stated in the Contractor's contract.

I. INSTRUCTION/OPERATION MANUALS AND KEYS:

1. Contractor shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
2. The Contractor and Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
3. Label turn-over all keys.

K. MAINTENANCE MANUALS AND SPARE PARTS:

(All items in this Section are required prior to issuance of Certificate of Substantial Completion.)

1. Contractor shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
2. Contractor shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
3. Contractor shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.

J. AS-BUILT DRAWINGS:

1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

SECTION 008200 – SPECIAL CONDITIONS (continued):

ARTICLE 20: INDEMNIFICATION:

- A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 008200

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____ Project No. _____

The work performed under the Contract dated _____
between _____ (the Owner)
and _____ (the Contractor),
for the construction of _____ (Building Name)
was found to be Substantially Completed as of _____ (Date).

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within fifteen (15) consecutive calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on _____.

The responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended in the Contract Documents.

(Architect/Engineer) _____ (Authorized Representative)

(Contractor) _____ (Authorized Representative)

(Owner) _____ (Authorized representative)

SECTION 008200 – SPECIAL CONDITIONS (continued):

CERTIFICATE OF CONTRACT COMPLETION

AGENCY/OWNER: _____

PROJECT: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S AFFIDAVIT: _____

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR: _____

Signature: _____

Date: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

Personally appeared before me this _____ day of _____, _____, known (or made known) to me to be the

(OWNER) OR (PARTNER) _____

of ,

(Corporate Official Title) _____

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

(Type Name): _____

My Commission Expires: _____

SECTION 008200 – SPECIAL CONDITIONS (continued):

WARRANTY – GUARANTEE

Submit for each individual Warranty – Guarantee specified in each Section of the Specifications:

Division No.: _____

Section No.: _____

Title No.: _____

TO: (Owner)

RE: (Project Name)

(Contractor's Name): _____,
does hereby certify to all guarantees and warranties taking effect on the date of Substantial Completion and shall remain in force as required by the Contract Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each guarantee or warranty period.

WARRANTY – GUARANTEE PERIOD:

(Contractor's Name) _____

(Address) _____

By: _____ (type name of signee below)

Title: _____

Sworn to and subscribed before me this

(NOTARIAL SEAL)

_____ day of _____, _____.

Notary Public, State of Florida

My Commission Expires: _____



OFFICE OF
BILL HUSFELT
SUPERINTENDENT

1311 Balboa Avenue
Panama City, Florida
32401

(850) 872-4100
Hearing Impaired Access
(800) 955-8770 Voice
(800) 955-8771 TDD

www.bay.k12.fl.us

Board Members

Jerry Register
District 1

District 2

Pamm Chapman
District 3

Ryan Neves
District 4

Steve Moss
District 5

BAY DISTRICT SCHOOL BOARD DIRECT PURCHASE PROCEDURE

CONTRACTOR INFORMATION SHEET

Requesting a Purchase Order

In an effort to save the additional cost of sales tax, the District may purchase major materials for this construction project, at its discretion. This procedure does not alter, modify or relieve the General Contractor of any obligations specified in the contract documents or of any responsibilities regarding the compliance with specification requirements, coordination, protection, scheduling or warranty.

The General Contractor shall be familiar with Section 01028, "Direct Material Purchase Procedure" in the Project Manual.

The contractors will make out a "Request for Purchase Order" (RPO) {Attachment 1} for orders of approximately \$5,000 and above. Special delivery instructions or other information such as specifications that are required by the vendor should be attached to the (RPO). The (RPO) will be sent to the Facilities Department through the General Contractor.

A purchase order for the material will be processed by the Facilities Department and forwarded to the vendor along with a letter explaining billing procedures {Attachment 2}. A copy of this purchase order will be sent to the General Contractor.

Submitting Invoices for Payment

In the letter sent to vendors {Attachment 2}, vendors are instructed to send invoices directly to the General Contractor. The General Contractor will approve all invoices and forward a copy of each invoice and a Vendor Invoice Transmittal Form {Attachment 3} to the Bay District Schools Facilities Department for payment.

Change Orders

Change Orders to make adjustments in the contract for direct material purchases will be issued periodically as needed. An agreement should be reached as to whether the Facilities Department or the Contractor will initiate the change order. Regardless of which agency initiates the change order the Facilities Department and Contractor should agree on the details of the change order information prior to being sent to the Architect for preparation.

Miscellaneous

It is important for the direct material purchase records of the Facilities Department and the Contractor to agree. It is recommended that periodically during construction, the Contractor provide a copy of their breakdown of direct material payments to the Facilities Department so that possible errors may be found earlier rather than later.

REQUEST FOR PURCHASE ORDER
Bay District Schools - Capital Projects Direct Purchase

Requisition #: _____

PROJECT: _____ Bay District P.O. # _____

Contractor: _____ Date: _____

Subcontractor: _____ Vendor: _____

Delivery Address: _____

Vendor: _____

Vendor Address: _____

Vendor Phone: _____ Fax: _____

Vendor Contact Person: _____

Vendor Email Address: _____ (REQUIRED)

Item No.		Description	Qty	Unit Price	Total Price

NOTES:

1. You may attach a typed list of items to be ordered
2. Only include materials that become part of the project.
3. Do not include: Labor or Tax
4. Do not include items that will be used and disposed of or returned to your facility
(i.e. tools, paint filter, drop clothes, brushes, etc.
5. Please breakout the shipping charge or have your supplier bill you directly for shipping

Total	\$-
Shipping (Not taxable)	
TOTAL	\$ -

Requested Delivery Date: _____

Special Delivery Instructions: _____

Fund	Func	Object	Center	Project	Prjx	Amount



OFFICE OF
BILL HUSFELT
SUPERINTENDENT

1311 Balboa Avenue
Panama City, Florida
32412

(850) 872-4100
Hearing Impaired Access
(800) 955-8770 Voice
(800) 955-8771 TDD

www.bay.k12.fl.us

Board Members

Jerry Register
District 1

Brenda Ruthven
District 2

Pamm Chapman
District 3

Winston Chester
District 4

Steve Moss
District 5

MEMORANDUM - SAMPLE

TO: [VENDOR NAME]
FROM: Lee Walters, Executive Director of Facilities
DATE: January 20, 2021
SUBJECT: Direct Material Purchase
Purchase Order # _____ - \$ _____

The Bay District School Board is making this purchase under the District Direct Material Purchase Procedure. The purpose of this procedure is to eliminate the cost of the sales tax for the School District. The Bay District School Board is exempt from all state and county sales tax; tax exemption number 13-06-024866-53C. However, the Contractor is fully responsible for all aspects of this purchase, as if the material purchase was made directly by the company.

All inquiries related to this purchase order should be directed to the Contractor:

GAC Contractors, Inc.
4116 Hwy. 231
Panama City, FL 32404
850-769-3477- Phone

Bay High STEM Building – New Construction

When material is delivered it will be inspected by a Bay District School Board representative and the contractor.

If the material is not acceptable for any reason, the Contractor will negotiate with the supplier on behalf of the School Board to correct any discrepancy.

Supplier shall provide required shipping and handling insurance.

Two copies of payment invoices are required and should be addressed to the contractor listed above. The general contractor will approve and forward the invoices to Bay District School Board for payment.

I VERIFY RECEIPT OF PURCHASE ORDER Fax verification to 850-873-7153

Signature

Printed Name

VENDOR INVOICE TRANSMITTAL NO: _____ DATE: _____

VENDOR: _____ SCHOOL BOARD PO # _____

TO: Sharon Smith Lee Walters Facilities Department Bay County School Board 1311 Balboa Avenue Panama City, FL 32401		FROM: {Contractor Name} [Contractor Address] {Contractor Address}
Render Payment To: {Vendor Name} {Vendor Address} {Vendor Address}		
Invoice Number	Invoice Amount	
TOTAL		
PURCHASE ORDER BREAKDOWN:		
Purchase Order Amount:		
Previously Paid:		
Amount Due This Request:		
Balance to Finish:		
Total Billed to Date		
I certify that the above materials have been received in good condition and payment may be made.		
Authorized Signature: _____		
Printed Name & Title: _____		

SECTION 000950 - DIRECT PURCHASES BY OWNER

1. The OWNER is tax exempt and may wish to exercise its right to purchase directly various construction materials, supplies and equipment that may be part of this Contract. The OWNER will, via its purchase orders, purchase the materials and the CONTRACTOR shall assist the OWNER in the preparation of purchase orders. The OWNER may direct the CONTRACTOR to prepare the purchase order on the OWNER'S form and make ready for verification and execution by the OWNER. The materials may be purchased from the vendors/suppliers selected by the CONTRACTOR, for the price originally negotiated by the CONTRACTOR. The CONTRACTOR will prepare a list of materials, supplies and equipment and the OWNER will advise the CONTRACTOR which items from the list it wishes to purchase directly, with enough lead time to allow this request to be incorporated into the overall construction schedule.

2. The Contract amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes. Issuance of the purchase orders by the Owner does not change any of the CONTRACTOR'S responsibilities regarding material purchases, or installations, with the exception of the payments for the materials so purchased. The CONTRACTOR remains responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, checking shipping tickets, and invoices, installation, cleaning all applicable warranties, and that all materials purchased meet the requirements of the CONTRACT DOCUMENTS.

3. In the event that materials, supplies, or equipment purchased under this option, are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the CONTRACTOR to initiate legal action against the responsible party, the OWNER agrees to assign and subordinate to the CONTRACTOR any claims the OWNER has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the CONTRACTOR in such legal action.

ATTEST _____
Secretary
(SEAL)

CONTRACTOR: _____
BY: _____
As its

ATTEST _____
Secretary

OWNER: THE BAY DISTRICT SCHOOLS,
PANAMA CITY, FLORIDA
BY: _____
Chairman
DATE: _____

SECTION 000951 - DIRECT MATERIAL PURCHASE PROCEDURE

PART 1 - MAJOR MATERIAL PURCHASE

1.01 GENERAL:

A. As a service to Contractors, and as a cost savings measure for the District, Bay County School Board may direct purchase major materials for construction project.

1.02 PROCEDURE

A. The School Board may issue purchase orders and process payment for invoices approved by the Contractor. The Construction Manager (C.M.) is responsible for all ordering of materials, delivery, installation and warrantee. This purchase process does not alter, modify or relieve the C.M. of any obligations specified in the Contract Documents.

1.03 COST OF MATERIALS AND EQUIPMENT

A. C.M. will include the cost of construction materials and equipment in the Guaranteed Maximum Price. The Guaranteed Maximum Price will also include all Florida State sales and other taxes normally applicable to such material and equipment. The Owner may, at its own discretion, purchase such materials and equipment directly from the supplier. The Owner may consider purchasing any item but does not expect to purchase items less than \$5,000.

1.04 SALES TAX

A. In the event the owner elects to make direct purchases, the C.M. will not be responsible for paying sales tax on such items. Such items are referred to in this Section as "Direct Purchase Material". The responsibilities of the Owner, Architect/Engineer (A/E) and C.M. relative to the Direct Material Purchase shall be governed by the terms and conditions of this Section. This Section shall take precedence over any conflicting conditions and terms of other Contract Documents. All clerical, administrative, management, supervisory, inspection, handling, storage and other costs necessary for the C.M. to comply with this Section are included in the C.M.'s Guaranteed Maximum Price.

1.05 COST OF BONDS

A. Cost of the bonds shall be included in the C.M.'s Guaranteed Maximum Price. The C.M. may select the supplier or suppliers from whom it wishes to purchase materials or equipment as long as the material or equipment meets the specification which relates to that material or equipment.

1.06 SUBCONTRACTORS COMPLIANCE

The C.M. shall furnish the Owner, through the A/E, with a Direct Material Purchase Form identifying each item or material or equipment to be purchased by the Contractor for the Project. The Direct Material Purchase Form shall include:

1. The name, address, telephone number and contact person for the supplier and the name and address of the project.
2. Manufacturer or brand, model or specification number of the item.
3. Quantity needed as estimated by the C.M. or subcontractor.
4. The price quoted by the supplier for the material or equipment in questions.
5. Any sales tax associated with such quote.

6. Shipping, handling and insurance costs.
7. Delivery dates as established by the C.M. or subcontractor.
8. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.
9. Statement with the submittal control number that material/equipment have been reviewed and approved by A/E during the shop drawing submittal process.

1.08 OWNER'S PURCHASE ORDER

A. Promptly upon receipt of a Direct Material Purchase Form, the Owner will initiate a purchase order for the material/equipment which the Owner chooses to purchase. The purchase order shall require that the supplier provide required shipping and handling insurance. The purchase order shall also require the delivery of the Direct Material Purchase items on the delivery dates provided by the C.M. in the Request Form. A copy of each purchase order will be furnished to the C.M. The C.M. shall promptly review the copy of the purchase order and verify that items ordered are in accordance with the Direct Materials Purchase Request Form, the terms of this contract, and with the C.M.'s requirements.

B. The invoice for the Direct Material Purchase items will be sent directly to the Owner with a courtesy copy sent to the C.M.

1.09 DEDUCTIVE CHANGE ORDERS

A. The C.M. shall prepare and execute, on a monthly basis, deductive Change Orders to reflect purchases made by the Owner. The amount of the deduction shall be based on the requisition amount plus sales tax. These Change Orders must be executed before the related purchase order will be paid.

B. Contractor's overhead and profit shall not be deducted on change orders for Direct Material Purchase items.

1.10 SHOP DRAWINGS

A. Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the C.M.

1.11 DELIVERY TO JOB SITE

A. When the Direct Material Purchase Items are delivered to the project, either by common carrier or manufacturer's/supplier's vehicle, the title to these items shall pass to the Owner. The Owner's Representative and C.M. shall jointly inspect each deliver for manufacturer/brand, quantity and condition. The C.M. and Owner's Representative shall both sign the invoice after the inspection; by this process the ownership will transfer from the Owner to the C.M.

B. There upon; the C.M. shall be fully responsible for all matters relating to the receipt, protection and risk loss of Direct Material Purchase Items the same as if such items were purchased by the C.M. or subcontractor until such items are incorporated and accepted by the Owner as a finished product.

C. At a minimum, the C.M. shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by contract documents, inspect and accept each item at the time of delivery, unload, handle and store the item.

D. Direct purchase of materials by the Owner in no way relieves the C.M. of any responsibilities regarding the compliance with specification requirements, coordination, protection, scheduling or warranty.

E. As Direct Material Purchase Items are delivered to the job-site, Contractor shall visually inspect all shipments, and approve the supplier's shipping documents and the courtesy invoice. The C.M. and Owner's

Representative shall assure that each delivery is accomplished by documentation adequate to identify the purchase order against which the purchase is made.

F. After courtesy invoices have been signed by both the C.M. and Owner's Representative, the completed invoices will be processed for payment.

G. The C.M. shall inspect to determine that Direct Material Purchase Items conform to the purchase requisition form and determine prior to the incorporation into the project if such materials are defective. If the C.M. discovers defective or non-conforming items it shall not utilize such items in the project and shall promptly notify Owner of the defect or non-conformity and assist Owner in obtaining repair or replacement of item.

H. The C.M. shall be fully responsible and liable to the Owner if they fail to perform such inspection or otherwise permit defective or non-conforming material or equipment to be incorporated into the project. This requirement does not relieve the C.M. of its obligation to ensure that materials requested for purchase have been reviewed and approved by the A/E through shop drawing and submittal procedures.

1.12 WARRANTY

A. Contractor warrants Direct Material Purchase Items the same as all other materials and equipment furnished by the C.M. and nothing in this Section shall alter or modify the C.M.'s obligations under the Contract relative to warranties.

1.13 INSURANCE

A. The C.M. shall purchase the insurance for the benefit and protection of the Owner, A/E and C.M. sufficient to protect against any loss of or damage to Direct Materials Purchase Items. The Owner is paying for this insurance as part of the Contract Price.

B. Such insurance shall cover the full value of any Owner-Furnished Materials not yet incorporated into the project starting from the time of material acceptance. The C.M. shall be solely responsible for any loss or damage attributed to the C.M. to the extent that the Owner is not compensated by the insurance stated above.

1.14 DELAY OR INTERRUPTION

A. Owner shall not be liable for any interruption or delay damages in connection with Direct Material Purchase Items except where Owner fails within (30) days of receipt or a Purchasing Requisition Form to either cause the Owner to award a Purchase Order or notify the C.M. that the Owner elects not to purchase an item.

1.15 REPORTS

A. The C.M. shall on a bi-weekly basis provide Owner with documentation establishing the amount and nature of the material and equipment delivered by suppliers and accepted by the C.M. during the reporting period.

B. The C.M. shall correspond all material and equipment to purchase orders, courtesy invoices, delivery tickets, and inspection and acceptance reports.

C. The C.M. shall also obtain lien waivers and other releases from suppliers. Upon receipt of appropriate documentation from the C.M., payment will be made by owner directly to the appropriate supplier.

END OF SECTION 000951