

SUPPLEMENT NO. 1

COVER SHEET

Florida State University BSIR 1st Floor Remodel

Bid Packages

All

This supplement is a part of the contract documents.

This supplement consists of Items 1 - 7:

- | | | |
|--------|---|--------------------------------|
| Item 1 | - | Invitation to Bid |
| Item 2 | - | Contract Documents |
| Item 3 | - | Bid Proposal Forms |
| Item 4 | - | Instruction to Bidders |
| Item 5 | - | General Conditions of Contract |
| Item 6 | - | 2023 Pre-Qualification Form |
| Item 7 | - | Subcontract Sample |

**End of Supplement Number 1
Dated this 25th day of August, 2023.**



SUPPLEMENT NO. 1

ITEM NO. 1

INVITATION TO BID

DATE : August 25, 2023
TO : Trade Contractors Listed:

02A – Demolition/Abatement	12A – Laboratory Casework
08A – Doors, Hardware & Specialties	21A – Fire Sprinklers
09A – Drywall/Vapor Barrier	22A – Plumbing
09B – ACT	23A – HVAC
09C – Flooring	26A – Electrical
09D – Painting/Joint Sealants	

FROM : Wallis Walker III / Project Manager
PROJECT : *BSIR 1st Floor Remodel*
Florida State University
Tallahassee, Florida 32306

Childers Construction Company, the Construction Manager, invites your firm to submit proposals for the referenced project.

Bid Documents will be available as outlined below, on the Childers Construction FTP Site: www.childers-construction.com (FTP Link bottom of main page under “Helpful Links”)

Account (case-sensitive): BSIR
Password (case-sensitive): LAB

PLANS Available: August 29, 2023

BID PACKAGES Available: September 5, 2023

All bidders on this project must pre-qualify with the Construction Manager Seven (7) Business Days prior to bid date. Pre-qualification forms are included with the Bid Documents and can be found on the Childers Construction website at www.childers-construction.com. Every subcontractor must be Pre-qualified for 2023 to bid this project. Check your status with Tawni Glover 850-222-2281, to make sure you are pre-qualified to bid this project.

A Pre-Bid Conference will be held at **10:00am on Thursday, September 7, 2023** at Bio One Building on the Florida State University Main Campus: 89 Chieftain Way, Tallahassee, FL 32306. Parking is extremely limited, please plan ahead. Meet outside at the East Entrance.

Sealed Bids will be received by the Construction Manager until **2:00pm on Thursday, September 21, 2023** at the Childers Construction Office: 3472 Weems Road, Tallahassee, FL 32317. Childers Construction Company reserves the right to reject any and all bids, and waive informalities in any bid.

All questions need to be emailed to Wallis Walker, wallis@childers-construction.com, no less than (5) business days prior to the Bid Day.

CGC License # CGC45514

SUPPLEMENT NO. 1

ITEM NO. 2

CONTRACT DOCUMENTS DRAWINGS AND SPECIFICATIONS

Florida State University
BSIR 1st Floor Remodel
FSU Project #: 23013483

Drawings Prepared by BKJ, Inc., Architecture dated 5/24/2023.

DRAWINGS DESCRIPTION

CS	COVER SHEET
AD1.0	DEMOLITION FLOOR PLAN
AD1.1	DEMOLITION REFLECTED CEILING PLAN
A0.1	LIFE SAFETY PLAN
A0.2	TEMPORARY RELOCATION PLAN
A1.0	FLOOR PLAN
A1.1	REFLECTED CEILING PLAN
A1.2	EQUIPMENT PLAN
A2.0	PARTIAL BUILDING ELEVATION
A6.0	FINISH PLAN
A6.1	DOOR SCHEDULE & DETAIL
A7.0	INTERIOR ELEVATIONS & MILLWORK
S1.0	STRUCTURAL NOTES & DRAWINGS
M0.0	MECHANICAL SYMBOLS & ABBREVIATIONS
MD1.0	MECHANICAL DEMOLITION PLAN
M1.0	MECHANICAL DUCT PLAN
M2.0	MECHANICAL PIPING PLAN
M7.0	MECHANICAL DIAGRAMS
M7.1	MECHANICAL DIAGRAMS
M8.0	MECHANICAL DETAILS
M9.0	MECHANICAL SCHEDULES
P0.0	PLUMBING SYMBOLS & ABBREVIATIONS
PD1.0	PLUMBING UNDERFLOOR SANITARY DEMOLITION PLAN
PD2.0	PLUMBING WATER AND LAB GASES DEMOLITION PLAN
P1.0	PLUMBING UNDERFLOOR SANITARY PLAN
P2.0	PLUMBING WATER AND LAB GASES PLAN
P8.0	PLUMBING DETAILS
P9.0	PLUMBING SCHEDULES
F0.0	FIRE PROTECTION SYMBOLS, ABBREVIATIONS, & BASIS OF DESIGN
F1.0	FIRE PROTECTION PLANS
F8.0	FIRE PROTECTION DETAILS
E0.0	ELECTRICAL SYMBOLS & ABBREVIATIONS
E0.2	ELECTRICAL OVERALL PLAN
ED1.0	ELECTRICAL DEMOLITION PLAN
E1.0	ELECTRICAL LIGHTING PLAN
E2.0	ELECTRICAL POWER PLAN
E3.0	ELECTRICAL SYSTEMS PLAN
E7.0	ELECTRICAL NORMAL POWER RISER DIAGRAM
E7.1	ELECTRICAL EMERGENCY POWER RISER DIAGRAM
E8.0	ELECTRICAL DETAILS
E9.0	ELECTRICAL SCHEDULE
E9.1	ELECTRICAL PANEL SCHEDULES
E9.2	ELECTRICAL PANEL SCHEDULES

SPECIFICATIONS

May 24, 2023

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 1000 – SUMMARY OF WORK
SECTION 01 1400 – COORDINATION
SECTION 01 1450 – CUTTING AND PATCHING
SECTION 01 2000 – PROJECT MEETINGS
SECTION 01 2300 – ALTERNATES
SECTION 01 2500 – SUBSTITUTION PROCEDURES
SECTION 01 3300 – SUBMITTAL PROCEDURES
SECTION 01 4000 – QUALITY REQUIREMENTS
SECTION 01 5000 – TEMPORARY FACILITIES
SECTION 01 6000 – PRODUCT REQUIREMENTS
SECTION 01 7300 – EXECUTION
SECTION 01 7419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
SECTION 01 7700 – CLOSEOUT PROCEDURES
SECTION 01 7823 – OPERATION AND MAINTENANCE DATA
SECTION 01 7839 – PROJECT RECORD DOCUMENTS

DIVISION 2 – DEMOLITION

SECTION 02 4119 - SELECTIVE DEMOLITION

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES

SECTION 06 1000 – ROUGH CARPENTRY

DIVISION 7 – THERMAL & MOISTURE PROTECTION

SECTION 07 2600 – REINFORCED VAPOR RETARDERS FOR WALLS
SECTION 07 9200 – JOINT SEALANTS

DIVISION 8 – OPENINGS

SECTION 08 1113 – HOLLOW METAL FRAMES
SECTION 08 1416 – FLUSH WOOD DOORS
SECTION 08 7111 – DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)
SECTION 08 8000 – GLAZING
SECTION 08 9000 – LOUVERS AND VENTS

DIVISION 9 – FINISHES

SECTION 09 2216 – NON-STRUCTURAL METAL FRAMING
SECTION 09 2900 – GYPSUM BOARD
SECTION 09 5113 – ACOUSTIC PANEL CEILINGS
SECTION 09 6513 – RESILIENT BASE AND ACCESSORIES
SECTION 09 6533 – RESILIENT STATIC DISSIPATIVE TILE
SECTION 09 6813 – TILE CARPETING
SECTION 09 9123 – INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

SECTION 10 1400 – SIGNS
SECTION 10 4410 – FIRE PROTECTION SPECIALTIES
SECTION 10 9900 – MISCELLANEOUS SPECIALTIES

DIVISION 12 - FURNISHINGS

SECTION 12 3553 – LABORATORY CASEWORK

DIVISION 20 – GENERAL MECHANICAL REQUIREMENTS

SECTION 20 0000 – GENERAL MECHANICAL REQUIREMENTS
SECTION 20 0513 – MOTORS
SECTION 20 0514 – VARIABLE FREQUENCY DRIVE (VFD) SYSTEM
SECTION 20 0529 – MECHANICAL SUPPORTING DEVICES
SECTION 20 0553 – MECHANICAL SYSTEMS IDENTIFICATION
SECTION 20 0700 – MECHANICAL SYSTEMS INSULATION

DIVISION 21 – FIRE SUPPRESSION

SECTION 21 1314 – AUTOMATIC FIRE SPRINKLER SYSTEM

DIVISION 22 – PLUMBING

SECTION 22 1118 – WATER DISTRIBUTION SYSTEM

SECTION 22 6114 – LABORATORY COMPRESSED AIR SYSTEM

SECTION 22 6653 – CORROSION RESISTANT WASTE AND VENT SYSTEM

SECTION 22 6714.13 – PLASTIC PIPING FOR HIGH PURTY SERVICE

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

SECTION 23 0550 – VIBRATION ISOLATION

SECTION 23 0594 – WATER SYSTEMS TEST ADJUST BALANCE

SECTION 23 0595 – AIR SYSTEMS TEST ADJUST BALANCE

SECTION 23 0901 – CONTROL SYSTEMS INTEGRATION

SECTION 23 2116 – PIPE AND PIPE FITTINGS

SECTION 23 2118 – VALVES

SECTION 23 2120 – PIPING SPECIALTIES

SECTION 23 3314 – DUCTWORK SPECIALTIES

SECTION 23 3400 – FANS

SECTION 23 3713 – DIFFUSERS, REGISTERS, AND GRILLES

SECTION 23 4114 – FILTERS

SECTION 23 7214 – DEHIMIDIFICATION EQUIPMENT

SECTION 23 7323 – FACTORY FABRICATED CUSTOM AIR HANDLING UNITS

SECTION 23 8214 – HEATING AND COOLING TERMINAL DEVICES

DIVISION 26 – ELECTRICAL

SECTION 26 0000 – GENERAL REQUIREMENTS

SECTION 26 0516 – OWNER FURNISHED EQUIPMENT

SECTION 26 0519 – LOW-VOLTAGE ELECTRICAL POWER CCONDUCTORS AND SYSTEMS

SECTION 26 0526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 0529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

SECTION 26 0533 – RACEWAY AND BOXES FOR ELECTRICAL SYTEMS

SECTION 26 0533.13 – SURFACE RACEWAY SYSTEM

SECTION 26 0553 – EECTRICAL SYSTEM IDENTIFICATION

SECTION 26 0593 – ELECTRICAL SYSTEMS FIRESTOPPING

SECTION 26 0923 – LIGHTING CONTROL DEVICES

SECTION 26 2726 – WIRING DEVICES

SECTION 26 2813 – FUSES

SECTION 26 2816 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS

SECTION 26 2913 – ENCLOSED CONTROLLERS

SECTION 26 5000 – LIGHTING

SUPPLEMENT NO. 1

ITEM NO. 4 INSTRUCTIONS TO BIDDERS

Florida State University BSIR 1st Floor Remodel

Bid Packages

All

Conditions of Contract
(between Construction Manager and Trade Contractors)
September 13, 2021

INSTRUCTIONS TO BIDDERS

Table of Contents

1.0	General
2.0	Bids
3.0	Bid Security
4.0	Receiving and Opening Bids
5.0	Bidder Qualification
6.0	Bid Documents
7.0	Conditions and Requirements
8.0	Pre-Bid Conference
9.0	Interpretations and Addenda
10.0	Post Bid Information
11.0	Contract
12.0	Award of Contracts
13.0	Bonds
14.0	Failure to Execute Agreement
15.0	Technical Specifications
16.0	Substitutions
17.0	Schedule
18.0	Permits
19.0	Code Compliance
20.0	Safety
21.0	Temporary On-Site Facilities
22.0	Site Conditions
23.0	Unit Prices
24.0	Alternates
25.0	Taxes
26.0	Supervision
27.0	Remedy Limitations
28.0	Florida Products Approval Requirements



1.0 **General**

These General Conditions establish the terms and conditions pertaining to project administration, work to be provided, and limitations and restrictions as they relate to the Trade Contractor as specified in the Construction Manager/Trade Contractor Agreement.

- 1.1 Childers Construction Company, hereinafter referred to as the "Construction Manager", shall subject sections of Work for the job known as the **'Florida State University – Biology One Building – 1st Floor Remodel** (the Project) to a sealed bidding process as detailed in the Invitation to Bid. Project scope may be found in the General Conditions. Individual Bid Package scopes may be found in the Proposal Form for each Bid Package.
- 1.2 All trade bid packages are inclusive of the entire scope of work of that trade. The scope of work for each Bid Package includes, but is not limited to: (i) work indicated in the contract documents, (ii) work specified in the proposal form, (iii) any and all costs to maintain the Construction Manager's Schedule, (iv) any and all work or rework needed to coordinate with other trades, (v) any and all cost escalations, (vi) verification of existing conditions or measurements, by field visit, required for this trade.
- 1.3 The project location is: **Florida State University – Biology One Building**, 89 Chieftain Way, Tallahassee, FL 32306.

2.0 **Bids**

- 2.1 All Bids must be submitted electronically or hand delivered to Childers Construction Co. located at 3472 Weems Road, Unit 1, Tallahassee, FL 32317 or as instructed on the Invitation to Bid in the bid package.
- 2.2 All bid proposals are made to the Construction Manager. Project Owner is not a party to these bids. Nothing in the bid documents, either expressed or implied, enjoins the Project Owner as a party to the receipt, review, or award of the bids received by the Construction Manager of this project.
- 2.3 The Construction Manager retains the right to reject any and all bids, to waive any and all informalities, to consider any combination of bids, and to review any voluntary alternates. Award of each Trade Contract shall be on the basis of what serves in the best interest of the Project and the Construction Manager.
- 2.4 Each Bidder acknowledges all of the following: (i) Bid Documents were read and understood, in their entirety by the Bidder, (ii) Bidder submitted Bid with full and complete understanding of all Bid Documents, (iii) Bidder visited the Project site and is familiar with all pertinent conditions under which the Work will be performed, (iv) Bidder submitted Bid with full and complete understanding of the materials, systems, and equipment described or named in the Bid Documents, (v) Bidder has satisfactorily performed all due diligence necessary to complete the work as detailed in Bidder's Bid Package.
- 2.5 Bids shall be enclosed in a sealed envelope marked with the following information appearing on the envelope's face: (i) "BID ENCLOSED", (ii) the project name, (iii) bid package number and (iv) name and address of the Bidder. Submit bids in duplicate.
- 2.6 To mail a bid package, place the completed bid package in a separate envelope with the notation "BID ENCLOSED" marked on the face of the mailing envelope. Address the mailing envelope to the address listed on the Invitation to Bid.
- 2.7 Bids delivered by special messenger shall be taken to the place designated in the Invitation to Bid for bid receipt.
- 2.8 Bid must be accompanied by the appropriate Bid Security as detailed below.

- 2.8.1 Bids for Trade Contractors and Vendors shall include all applicable Federal, State, Local, and other taxes, except taxes and assessments on the real property comprising the site of the project.

3.0 **Bid Security**

- 3.1 Bid Security shall be made payable to Childers Construction Company, in the amount of 5% of the Bid Sum. Security shall be a Bid Bond issued by surety licensed to conduct business in the State of Florida or a company check. The successful bidders' security shall be retained until he has signed the Contract and furnished the required Payment and Performance Bonds. The Construction Manager reserves the right to retain the security of the bidders until the successful bidder enters into a contract or until one hundred twenty (120) days after bid opening. If any Bidder selected refuses to enter into a contract, or to furnish approved performance and payment bond, his Bid Security may be retained. **Bonds will be assessed on an as required basis, see individual bid package for bond requirements.**

4.0 **Receiving and Opening Bids**

- 4.1 Time and date for receipt of bids are as set forth in the Invitation to Bid. Bids received after this time will not be accepted. All bids will be publicly opened and read. Bids will remain open for one hundred twenty (120) days.
- 4.1.1 Failure to Execute an Agreement: Withdrawal of a bid within one hundred twenty (120) days after the date of the opening of bids or the failure to enter into contract within ten (10) days after notice of an intent to award, or within such approved extended period as the Construction Manager may grant, will constitute a default and the Bidder's bid bond or guaranty will be forfeited to the Construction Manager. The Construction Manager then may either award the contract to another responsible bidder or re-advertise again for bids and may charge against the defaulting bidder, the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, regardless of whether the amount due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder will have no claim against the Owner or the Construction Manager for a refund.
- 5.0 **Bidder Qualification**
- 5.1 Contract Agreement will be entered into with only responsive Trade Contractors found to be satisfactory by the Construction Manager, Architect, and Owner.
- 5.2 All bidders on this project must prequalify or specially prequalify with the Construction Manager 7 days prior to bid opening. Pre-qualification forms are included for your use and are available at the office of Childers Construction Company.
- 5.3 All Bids must be submitted and be subject to all requirements of the Contract Documents. Oral, telephone, or telegraphic bids will not be accepted.
- 5.4 It is understood that all bid proposals are made to the Construction Manager and that the Project Owner is not a party to these bids. Nothing in the bid documents, either expressed or implied, enjoins the Project Owner as a party to the receipt, review, or award of the bids received by the Construction Manager of this project. The Construction Manager reserves the right to reject any and all bids, to waive informalities in any bid, to consider any combination of bids, and to review any voluntary alternates. Award of the contract shall be on the basis of what serves in the best interest of the Project and the Construction Manager. The Construction Manager has the right to accept Alternates / Unit Prices in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates / Unit Prices accepted.

- 5.5 Award of Contracts: It is intended to award contracts for each bid package immediately per the base bid, but bids may be held for a period not to exceed One Hundred Twenty (120) days.
- 5.6 The Trade Contractor will be qualified by experience and financial position to do the work specified.
- 5.7 The Bidder must, upon request, be able to prove his financial ability to carry on the Work until such time as he receives his first payment, and to finance the Work between payments until the contract is completed and accepted.
- 5.8 The Construction Manager reserves the right to remove or cause to be removed from the Project, any employee of the Trade Contractor or his subcontractors, whenever it deems, in its sole discretion, such action to be in the best interest of the Project.

6.0 Bid Documents

- 6.1 Bid Documents are on file and may be examined at:
 - a. Childers Construction Company FTP site – www.childers-construction.com,
Username = BSIR, Password = LAB
 - b. Seminole Blueprint, 2915 E. Park Avenue, Tallahassee, FL 32301
- 6.2 The Bidder is responsible for all cost associated with plan and specification printing.
- 6.3 Bidders should confirm receipt of all Bid Documents as listed in the Invitation to Bid. The Bidder should immediately notify the Construction Manager in writing of any and all missing items. Missing items will be replaced by the Construction Manager. It is agreed that missing Bid Documents will not constitute grounds for Contract Agreement modification at any time.
- 6.4 Construction Manager shall issue Bid Package Supplements, Addenda, and any other material or information made available during the bidding period to Trade Contractors and suppliers with deposits on file.

7.0 Conditions and Requirements

- 7.1 The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Bidding Documents. Bidder, after executing a Contract (now known as a Trade Contractor), will not be relieved of any contractual obligation because of a failure (i) to receive and examine any contract document, (ii) to visit the project site, (iii) to become familiar with existing conditions, (iv) to obtain information as to facilities involved, (v) to understand any difficulties, restrictions, and logical extensions in completing the scope of work detailed in the Contract. Bidder acknowledges it is their responsibility to become thoroughly informed with regard to all conditions and requirements associated with the performance of the contract.

8.0 Pre-Bid Conference

- 8.1 A pre-bid conference will be held to discuss the Bid Documents. Minutes of the meeting will be distributed in a Supplement to the Bid Package. Bidder attendance is strongly advised. Time and location of the pre-bid conference is specified in the Invitation to Bid.

9.0 Interpretations and Addenda

- 9.1 Bidders shall promptly notify the Construction Manager of all ambiguities, inconsistencies or errors discovered subsequent to Bid Document examination, visit to project site or review of local conditions. All requests for interpretations should be made in writing to the Construction Manager.

9.2 Inquiries received at least seven (7) days prior to the bid opening date will be considered. Responses will be made in the form of a Supplement to the Contract Documents. When issued, such supplements will (i) be on file in all of the offices where the Contract Documents are located and (ii) will be mailed to each firm to whom Contract Documents have been issued.

9.3 Bidder assumes responsibility to inquire about and obtain all Bid Package Supplements issued by the Construction Manager. All Supplements and Addenda shall be made part of the Contract Documents. Bidders agree to be bound by all Supplements, whether or not received by the Bidder. Only written interpretations or corrections issued by the Construction Manager by way of Supplement will be binding.

10.0 **Post Bid Information**

10.1 The winning Bidder of each phase of the Project shall submit the following within seven (7) days of the notification of selection for the award of a contract for the Work, unless waived by the Construction Manager: (i) Performance and Payment Bonds, (ii) Safety & Hazardous Communication Program, (iii) Submittal Schedule, (iv) List of all Proposed Subcontractors.

11.0 **Contract**

11.1 Contract agreement is attached hereto. Trade Contractor understands and agrees that (i) the Construction Manager is not an agent of the Project Owner and is entering into Trade Contracts on its own behalf and (ii) Trade Contractors do not and will not have a contractual relationship with the Owner and (iii) Bidder exceptions to the terms and conditions of this Contract Agreement shall be non-binding and will not be accepted.

11.1.1 This Subcontractor is bound to the Contractor to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents, as those terms apply to the portion of the Work to be performed by this Subcontractor.

11.1.2 All provisions of the contract between the Owner and the Contractor shall hereby be included by reference as part of this Subcontract Agreement. A copy of the contract between the Owner and Contractor is available upon written request furnished by the Subcontractor to the Contractor. In addition, the Owner is hereby considered as an intended third-party beneficiary of this Subcontract Agreement and an additional indemnified party of this Subcontract Agreement.

12.0 **Award of Contracts**

12.1 The Construction Manager intends to award either separate contracts for each Bid Package, or contracts for the best combinations of Bid Packages, including Alternates, selected. Bids may be held for a period not to exceed One Hundred Twenty (120) days from the bid opening dates. Bids may not be withdrawn during the One Hundred Twenty (120) day period.

12.2 Contracts shall be awarded for each Bid Package by the Construction Manager. Factors affecting Bid selection include, but are not limited to: Bid price, Bidder's work load, Bidder's experience, Bidder's understanding of the project scope, the project schedule, the Bidders work load, Bidders experience, the Bidders past performance, the Bidders financial strength, job requirements, bid alternates and unit prices, and other factors in awarding each bid package.

12.3 Alternates may be accepted by the Construction Manager in any order or combination. Low Bidder may be determined on the basis of the sum of the Base Bid and the accepted Alternates.

- 12.4 For each scope of work, the Construction Manager will consider the qualifications and experience of proposed Trade Contractors and others, including, but not limited to, material and equipment suppliers.
- 12.4.1 Factors Affecting Contract Award: Regardless of prequalification, a bidders past performance, organization, bid value compared to other bidders, experience of project superintendent, equipment, reputation and quality of proposed subcontractors and ability to perform and complete the contract in the manner, and within the time frame specified, together with the amount of the bid will be vital elements considered in the award of the contract.
- 12.4.2 Post-Bid Information: Unless waived by the Construction Manager, the successful Bidder, within ten (10) days of notification of selection for the award of a contract for the Work, submit the following information to the Construction Manager.
- A) Submittal Schedule.
 - B) Hazardous Communication Program.
 - C) Work to be performed by the Bidder with his own forces.
 - D) The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work, including those who are to furnish materials or equipment fabricated to a special design and/or those who are to provide inspection and testing services, proposed for the principal portions of the Work.

13.0 **Bonds**

- 13.1 Winning Bidders agree to supply and pay for (i) a Labor and Material Payment Bond and (ii) a Performance Bond. Bonds are to be in the amount of 100% of the contact amount. Proposal amount includes all cost of providing these bonds. The bonds must be issued on the Standard Bond Forms attached herewith. Bonds must be issued by a Surety company authorized to do business in the State of Florida and acceptable to the Construction Manager.
- 13.2 Bonds must remain in full force and effect thru and including the warranty periods required by the Contract (generally one (1) year from date of Substantial Completion, unless otherwise specified). Rights of Recourse against the bonds will be held by The Construction Manager should the Trade Contractor fail to remedy any defects during the warranty period.
- 13.2.1 Acceptable Surety Companies
To be acceptable as Surety on Performance & Payment Bonds, a surety company shall comply with the following provisions:
- 1. The Surety Company must be admitted to do business in the State of Florida.
 - 2. The Surety Company shall have been in business and have a record of Successful continuous operations for at least five (5) years.
 - 3. Minimum bond rating by AM Best Company of not less than Class "A-" with financial size of VIII or greater. Bonds shall be accompanied by letter stating company's current rating for verification prior to acceptance by the Construction Manager.

14.0 **Failure to Execute an Agreement**

- 14.1 Bidder's bid bond or guaranty will forfeit to the Construction Manager (i) due to bid withdrawal within one hundred twenty (120) days after the opening bid date, or (ii) due to the failure to enter into contract and provide a performance bond and a labor and material payment bond within seven (7) days after issuance of the notice of an intent to award, (iii) or within a time period approved by the Contract Manager.
- 14.2 In the event of (i), (ii), and/or (iii) above, Construction Manager shall either award the contract to another bidder or

solicit new bids. The defaulting bidder agrees and acknowledges that they will be charged the difference between the amount of the initially accepted bid and any replacement bid. Bidder understands this amount may be in excess of the bid bond. Should a more favorable replacement bid be received, the defaulting bidder agrees to waive any claim against the Owner or the Construction Manager for any refund.

15.0 Technical Specification

- 15.1 When specifications conflict, Trade Contractor should refer instances of different-but-equal requirements to the Construction Manager who will in turn refer the matter to the Architect for a decision.
- 15.2 Trade Contractors should refer questions as to which level of quality is more stringent to the Architect through the Construction Manager for decision. Where quality levels or minimums exist within two (2) or more sets of requirements and overlapping of those requirements establishes different levels or minimums for a particular quality, the more stringent level will be required. As a general rule, this will be the more expensive of the two or more quality levels.

16.0 Substitutions

- 16.1 Trade contract scopes will be based on specified materials or substitutions approved prior to the bid exclusively. Written supplements of any approved substitutions shall be issued by the Construction Manager prior to the bid. Verbal substitution approvals are non-binding and will be rejected. Bids should not use, contain, or make reference to any verbal approval of substitution.
- 16.2 Proposed substitutions must meet or exceed the standard, required function, dimension, appearance and/or quality of all materials, products and equipment described or named in the Bidding Documents.
- 16.3 Requests for substitutions must (i) be received by the Construction Manager at least ten (10) days before the bid date and (ii) by procedures outlined in the Construction Documents.

17.0 Schedule

- 17.1 The Trade Subcontractor's work is to be accomplished in accordance with the construction schedule as determined by the Construction Manager.
- 17.2 The project schedule may require and include (i) temporary work, (ii) out-of-sequence work and (iii) phase work. Trade Contractor will perform all work types at no additional cost so as to maintain the job schedule.
- 17.3 Further, Trade Contractor's base bid shall include any and all costs which may be incurred due to weather delays, project coordination delays, submittal process delays, delivery of material delays, or any other impediments which may affect the Trade Contractor's ability to maintain the proper job progress as described in the Construction Manager's schedule.
- 17.4 "Project Schedule" is available from the Construction Manager.

18.0 Permits

- 18.1 Each bidder shall include in his Bid Proposal, the costs of all permits required for the work as detailed in the Bid Package.

19.0 **Code Compliance**

- 19.1 All Trade Contractors will be required to adhere to all applicable, including but not limited to, Federal, State and County codes, rules and regulations, procedures, and advisories, as well as all codes, rules and regulations, of any group, governing body, or authority having jurisdiction over the project.

20.0 **Safety**

- 20.1 All Trade Contractors will be required to comply with the provisions of the "Construction Safety Act", the "Occupational Safety and Health Act of 1970", and the Construction Manager's Safety Program, as well as all other applicable Federal, State and local safety requirements.
- 20.2 Trade Contractor will be required to submit a written copy of the following prior to the execution of the Construction Manager-Trade Contractor Agreement: (i) Safety Program, (ii) Hazardous Communication Program, (iii) Material Data Sheets for all anticipated products used for the project.
- 20.3 Failure to provide this documentation shall constitute a default of the Bidder. Bidder's bid bond or guaranty shall be forfeited to the Construction Manager.

21.0 **Temporary On-Site Facilities**

- 21.1 Each bidder must include in his Bid Proposal all costs of installation, maintenance and removal of temporary sheds, field offices, telephone service, and drinking water required for the work of the Bid Package. Temporary toilet facilities will be provided by the Construction Manager.

22.0 **Site Conditions**

- 22.1 Each Bidder shall include in his Bid Proposal all costs of verifying the suitability of the work by others and site conditions which affect the work, and all costs of surveying and field measurements which may be required to perform the work.
- 22.2 Primary site control, which includes primary control lines, reference points and bench mark elevations, will be provided by the Construction Manager.

23.0 **Unit Prices**

- 23.1 Unit Prices, if requested in the Proposal Form, may be used if the Construction Manager determines they are equitable and applicable to make adjustments to the cost of the Work of the Contract due to changes to the Work required by the Drawings and Specifications.
- 23.2 The prices shall be predicated upon the materials, methods and standards of quality set forth in the Specifications.
- 23.3 Unit Prices shall include all costs or overhead, profit, all applicable Federal, State, Municipal or local taxes, labor, materials, equipment, and any other incidentals related to the completion of the work.

24.0 **Alternates**

- 24.1 Alternates may be included to enable the Owner to compare total costs where alternate materials and methods might be used. See the Drawings and/or the Proposal form.

25.0 **Taxes**

- 25.1 Trade Contractor agrees to pay all applicable Federal, State, Local and other taxes, except taxes and assessments on the real property comprising the site of the project.

26.0 **Supervision**

- 26.1 The Trade Contractor must provide an on-site superintendent to provide supervision for each trade detailed on the trade contract.
- 26.2 The Trade Contractor will provide written evidence of the superintendent's qualifications to manage the project. Documentation must detail superintendent's experience supervising similar projects for at least two of the last five years.
- 26.3 The Trade Contractors superintendent shall be on site at all times during progress of the work. Superintendent will not be assigned to any other project, in any capacity, during the progress of the work.
- 26.4 The Trade Contractors' superintendent must be a competent person as defined by OSHA.
- 26.5 The Trade Contractor's Superintendent shall represent the Trade Contractor and communications given to the superintendent shall be binding.
- 26.6 The Trade Contractor's superintendent shall not be changed.
- 26.7 The Trade Contractor's superintendent shall (i) coordinate Trade Contractor's work and (ii) coordinate Trade Contractor's subcontractor work.
- 26.8 At any time, in the Construction Manager's opinion, the Trade Contractor's superintendent is unable to manage the schedule and coordination of the Trade Contractor's work, the Trade Contractor will immediately replace the superintendent without increasing the price or time required to complete the work as specified in the Trade Contract.

27.0 **Remedy Limitations**

- 27.1 The Trade Contractor's sole remedy for delay in the performance of the contract shall be an extension of contract time to complete. Remedy will apply to items including, but not limited to, the following: delays caused by events beyond Trade Contractor's control which include delays allegedly caused by the Owner, Architect-Engineer, or the Construction Manager, as well as delays attributable to the Owner, Architect-Engineer, or Construction Manager.
- 27.2 The Trade Contractor's sole remedy for claims based on breach of contract or negligence shall be an extension of contract time to complete.

28.0 **Florida Products Approval Requirements**

- 28.1 Effective October 1, 2003, the Florida Legislature enacted a statewide products approval system in accordance with Florida Statue 553.842 and Florida Administrative Code 9B-72. Information about Statewide Product Approval requirements may be obtained at www.floridabuilding.org.
- 28.2 The product approval system requires approval numbers to be provided for specific building components with the building permit application. Receipt of same is required prior to building permit issuance.

- 28.3 Within forty-eight hours of the bid, the apparent low bidder must submit the "Products Approval Specification Sheet" identifying all product approval number(s) for the applicable building components associated with their trade bid package.
- 28.4 If a Bidder bases their proposal on products that have not been approved by the Florida Building Commission, then the Bidder acknowledges: (a) Bidder is solely responsible for securing the approval of the product(s) from the proper building official(s) for the use of the product(s) in this project. This includes, but is not limited to: (i) the submission of all documentation to the building official, (ii) all costs of engineering, documentation, samples, mock-ups or any other costs that may be incurred in securing the building officials approval for the use of the product(s) in this project; and (b) The Bidder will be given a minimum of twenty-one (21) days, and no more than sixty (60) days from the date of Notice of Intent to Award to secure approval of all products from the Building Official. The amount of time allowed by the Construction Manager to the Bidder will be based on the impact that the products approval has to the overall project construction schedule; and (c) If the Bidder has not received approval of their products within the established time frame, then the Bidder will be granted the opportunity to execute a trade contract at his bid price for the work based on furnishing products which have been approved by the Florida Building Commission. If the Bidder elects not to execute an agreement based on approved products, then the Construction Manager may contract with the next lowest Bidder.
- 28.5 The bidder acknowledges their responsibilities established in the paragraphs above, whether or not the products are the specified product(s), an approved substitution, or a proposed substitution. The listing of the product in the technical specifications does not imply that the product is approved by the Florida Building Commission.
- 28.6 Approval of products by the Florida Building Commission does not relieve the Trade Contractors' responsibility from providing materials which conform to all of the contract requirements of the technical specifications. All products must both meet the requirements of the technical documents and be approved by the Florida Building Commission.
- 28.7 Information about the Statewide Product Approval can be obtained at www.floridabuilding.org.

SUPPLEMENT NO. 1

ITEM NO. 5 GENERAL CONDITIONS OF CONTRACT

Florida State University BSIR 1st Floor Remodel

Bid Packages All

Conditions of Contract
(between Construction Manager and Trade Contractors)
September 13, 2021

GENERAL CONDITIONS OF CONTRACT

Table of Contents

1.0	General
2.0	General Scope of the Project Scope
3.0	Division of Work
4.0	Trade Contracts
5.0	Construction Recommendations
6.0	Contract Documents
7.0	Abbreviations and General Definitions
8.0	Standard Abbreviations
9.0	Trade Contractor Communications
10.0	Key Personnel List
11.0	Labor Relations
12.0	Photographs
13.0	Controlled Substances
14.0	Progress Payments
15.0	Final Payment
16.0	Accounting Records
17.0	Warranty/Guarantees/Spare Parts
18.0	Changes in the Work
19.0	Construction Change Directive
20.0	Contractor Disputes and Claim Resolution
21.0	Safety
22.0	Barricades and Safety Lines and Railings
23.0	Scaffolds, Access Equipment, Platforms and Rails
24.0	Cranes, Hoists and Lifts
25.0	Crane Safety
26.0	Construction Schedule
27.0	Hours of Work
28.0	Overtime and Holiday Work
29.0	Submittal Schedule

30.0	Submittals
31.0	Daily Force and Activities Report
32.0	Material Status Reports
33.0	Operating and Maintenance Instructions
34.0	As Built Drawings
35.0	Manufacturer's Specifications
36.0	Field Engineering
37.0	Standard of Quality
38.0	Certificates of Inspection and Permits
39.0	Temporary Closures
40.0	Temporary Electricity
41.0	Temporary Lighting
42.0	Temporary Heating, Cooling and Ventilation
43.0	Temporary Telephone Service and Job Site Communications
44.0	Temporary Signs
45.0	Construction Water
46.0	Temporary Fire Protection
47.0	Temporary Sanitary Facilities
48.0	Trash Collection and Removal
49.0	Cleanup
50.0	Environmental Protection
51.0	Temporary Facility
52.0	Construction Parking
53.0	Security
54.0	Protection of the Work
55.0	Construction Coordination Meeting
56.0	Coordination and Cooperation
57.0	Access Panels
58.0	Transportation of Materials Equipment
59.0	Storage and Protection of Materials and Equipment
60.0	Materials and Equipment Furnish by Others and/or Construction Manager
61.0	Utility Outages
62.0	Partial Occupancy and Use by Others
63.0	Construction Manager's Right to Stop the Work
64.0	General Conditions Assumed by the Trade Contract
65.0	COVID-19 Jobsite Procedures
66.0	Contract Termination
67.0	Insurance

1.0 **General**

- 1.1 These General Conditions establish the terms and conditions pertaining to project administration, work to be provided, and limitations and restrictions as they relate to the Trade Contractor as specified in the Construction Manager/Trade Contractor Agreement.

2.0 **General Scope of the Project**

- 2.1 The project entails the construction related activities pertaining to the **'Florida State University – Biology One Building – 1st Floor Remodel.**

3.0 **Division of Work**

- 3.1 The Project shall be constructed under a multiple contract (bid package) arrangement. Multiple trade contracts will be used to award and perform the various portions of the Work of the Project.
- 3.2 Trade Contractor's Work shall be specifically defined in the Proposal Form under **"Scope of Work"** for each Bid Package.
- 3.3 The scope of work for each Trade Contract (Bid Package) (i) shall include any and all labor, material, equipment, and services required to fulfill the Trade Contractors complete contractual obligations; (ii) may require work to be performed which is covered under more than one (1) Section of the Specifications and/or; (iii) may require the performance of one or more items of work which are only a part of the Work covered by a Section of the Specifications.

4.0 **Trade Contracts**

- 4.1 The Construction Manager will execute and be party to all construction contracts with the Trade Contractors.
- 4.2 Trade Contractor understands and agrees that the Project Owner is not a party to the Trade Contracts.
- 4.3 All references to the "Contractor" in the Contract Documents shall be construed to mean "Trade Contractor."

5.0 **Construction Recommendations**

- 5.1 The Trade Contractor, when asked by the Construction Manager, will provide recommendations related to the feasibility of construction, material availability, and labor scheduling.
- 5.2 Trade Contractor recommendations shall be made only after the Trade Contractor has reviewed all Drawings and Specifications and has gained sufficient understanding of the Architect or Engineer's intent.
- 5.3 Construction Manager may require Trade Contractor to explain cost saving and best value recommendations to the Architect, Engineer or Owner, or any combination thereof.

6.0 **Contract Documents**

- 6.1 Before starting each scope of work, the Trade Contractor shall carefully study and compare the various Drawings, Specifications, Contract Documents, as well as information furnished by the Construction Manager.
- 6.2 Trade Contractor shall take field measurements of any existing conditions relative to that scope of the work. Any errors, inconsistencies or omissions discovered during this review shall be reported promptly to the Construction Manager.

6.3 Contract Documents shall be considered to complement each other. The Contract Documents shall be interpreted on the basis of the following order of priority, in the event of any conflict or provision discrepancy:

1. Contract Adjustments to the Agreement between the Trade Contractor and Construction Manager
2. Agreement between Trade Contractor and Construction Manager
3. Bid Package Supplements (Including Proposal Form)
4. Conditions of Contract
5. Specifications and Drawings

6.4 Large scale detail drawings shall govern small scale drawings.

6.5 Where drawings and specifications conflict, the Construction Manager may interpret the Documents so as to secure the most comprehensive and complete Work performance. Such Work shall be performed by the Trade Contractor at no additional cost.

7.0 **Abbreviations and General Definitions**

7.1 **Abbreviations**

7.1.1 The language of the Specifications and Contract Documents contains standard abbreviations. Trade Contractor agrees to make itself familiar with and learn any unknown abbreviations.

7.1.2 Self-explanatory abbreviations have been included in the Specifications and Drawings. They are generally summarized on the Drawings. Interpretations of such abbreviations by the Architect/Engineer shall govern the Work.

7.1.3 Singular words will be interpreted as plural and plural words will be interpreted as singular wherever applicable and the full context of the requirements so indicates. "All" is implied throughout whenever a question may arise as to quantity.

7.2 **General Definitions**

7.2.1 "Bidding Documents" are graphic or written documents issued by the Construction Manager prior to the receipt of bids which set the parameters and describe the Scope of Work for each Bid Package. Bid documents include, but are not limited to the following:

1. Conditions of Contract between Construction Manager & Trade Contractor, including:
 - Instructions to Bidders
 - General Conditions of the Contract
 - Agreement Between Construction Manager and Trade Contractor
2. Proposal Form
3. Invitation to Bid
4. Specifications
5. Plans
6. All Supplemental Instructions issued by the Construction Manager.

7.2.2 "Contract Documents" shall include the executed Agreement between the Construction Manager and the Trade Contractor, the Bidding Documents, and any and all subsequent Contract Amendments.

7.2.3 The Contract Documents constitute the entire establish the entire and integrated agreement between the Construction Manager and Trade Contractor. Contract Documents supersede all prior negotiations, representation or agreements, either written or oral. The Contract may be amended or modified only by a written change order issued by the Construction Manager.

7.2.4 The below listed definitions (arranged alphabetically), shall not remove the Bidders' requirement to address all conflicts of interpretation in the Bidding Documents and bring same to the attention of the Construction Manager PRIOR TO BID OPENING for clarification and resolution.

- a. "Addenda": written or graphic instrument issued by the Architect/Engineer through the Construction Manager prior to the receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- b. "Alternate": an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- c. "As approved": where used in conjunction with the Construction Manager's or the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Trade Contractor, the meaning of the term "approved" shall not exceed the limitations of the Construction Manager's or the Architect's responsibilities and duties as established in Conditions of the Contract. In no case shall approval by the Construction Manager or the Architect be interpreted as a release of the Trade Contractor from responsibilities to fulfill the requirements of the Contract Documents. Approval, where required for an item, shall be obtained from the Construction Manager, or from the Architect through the Construction Manager, in writing.
- d. "At no additional cost": shall mean at no additional cost to the Owner; to the Architect; and/or to the Construction Manager.
- e. "Base Bid": sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids as selected by the Construction Manager.
- f. "Bid": complete and properly signed Proposal Form to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- g. "Bidder": an entity who submits a Bid.
- h. "Directed, Required, Accepted, Permitted, etc": Where not otherwise explained, terms such as these mean directed by the Construction Manager, or by the Owner or the Architect through the Construction Manager. However, no such implied meaning will be interpreted to extend the Architect's or Construction Manager's responsibility into the Trade Contractor's responsibility for construction supervision.
- i. "Drawings": The graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including, plans, elevations, sections, details, schedules, and diagrams.
- j. "Exposed": shall mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoist ways, tunnels, ceiling plenums, attics and crawl spaces shall be considered "concealed" spaces, unless finishes are shown or specified for their surfaces.
- k. "Furnish": procure and deliver, complete, with all related accessories.

- l. "Including, such as, etc": These terms shall always be taken in the most inclusive sense, namely, "including, but not limited to" and "such as, but not limited to."
- m. "Indicated": a cross reference to details, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled" and "specified" are used instead of "indicated," it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
- n. "Install": unload, relocate, construct, erect, mount and connect complete and ready for safe and regular operation of a particular item of work.
- o. "Option": shall mean a choice from among the specified products or procedures which shall be made by the Trade Contractor. The choice is not "whether" the work is to be performed, but "which" product or "which" procedure is to be used. The product or procedure chosen by the Trade Contractor shall be provided at no increase in the cost to the Construction Manager and with no lessening of the Trade Contractor's responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.
- p. "Product": materials, equipment and systems.
- q. "Provide": furnish, install and connect up complete and ready for safe and regular operation of a particular item of work.
- r. "Suitable," "reasonable," "proper," "correct" and "necessary": terms such as these shall mean as for the purpose intended as required by the Contract Documents, subject to the judgment of the Architect and the Construction Manager.
- s. "Supplements": graphic or written instruments issued by the Construction Manager, prior to the receipt of Bids, which modify or interpret the Bidding Documents and addenda by additions, deletions, clarifications or corrections.
- t. "Testing Laboratory": an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and interpret the results of those inspections or tests.
- u. "Tier Contractor": an entity who submits a bid to a Bidder (Trade Contractor) for materials or labor for a portion of the Work.
- v. "Trade Contractor": an entity who submits a Bid to the Construction Manager and subsequently enters into a Contract with the Construction Manager.
- w. "Unit Price": an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.

7.2.5 Reference to Architect/Engineer throughout the Contract Documents means Architect.

8.0 **Standard Abbreviations**

8.1 All publications referred to for the establishment of material or construction standard shall include the latest revisions in effect on the date of the Contract Specifications. Unless otherwise noted or defined, abbreviations which may appear in the Specifications shall mean the following:

AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ACRMA	Air Conditioning and Refrigeration Machinery Association
AGA	American Gas Association
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly United States of America Standard Institute - USASI, American Standard Association - ASA)
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWI	Architectural Woodwork Institute
AWSC	American Welding Society Code
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators International, Inc.
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Dept. of Commerce)
FM	Associated Factory Mutual Fire Insurance Companies
FS	Federal Specification
FTI	Facing Title Institute
IEEE	Institute of Electrical & Electronic Engineers
IES	Illuminating Engineering Society
ILI	Indiana Limestone Institute
IL-STD	Military Standard
NAAMM	The National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards (Dept. of Commerce)
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PS	Product Standard (U.S. Dept. of Commerce)
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SPR	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
TCA	Title Council of America
UL	Underwriter's Laboratories, Inc.
WWPA	Western Wood Products Association

9.0 **Trade Contractor Communications**

- 9.1 All Trade Contractor communications relating to the Work of this Project shall be directed to the Construction Manager.

9.2 Address any and all Communications with the Construction Manager to:

Childers Construction Company
3472 Weems Road, Unit #1
Tallahassee, FL 32317
Phone: (850) 222-2281
Attn: Wallis Walker III
wallis@childers-construction.com

10.0 **Key Personnel List**

10.1 The Trade Contractor shall provide an up to date list of all key people on the job site to the Project Manager. List shall also include contact information related to the Trade Contractor's office supervisory personnel assigned to the Project, including to whom the field representative immediately reports. The written list shall include:

- Personnel Names and Titles
- Mailing (and shipping) Addresses
- Office Phone
- Mobile Phone Numbers
- Emergency Telephone Numbers
- E-Mail Addresses

10.2 A duly authorized representative of the Trade Contractor shall be available for emergency telephone communication from the Construction Manager on a 24-hour basis, seven days a week, commencing with the effective date of the Notice to Proceed through final completion of the Trade Contractor's work.

11.0 **Labor Relations**

11.1 The Construction Manager shall not participate in labor relations matters unless disputes develop that interfere with the proper and timely performance of the Work.

11.2 It is the Trade Contractor's sole responsibility to maintain satisfactory labor relations with his employees, subcontractors, sub-subcontractors and any agents and assigns. Trade Contractor is responsible for maintaining proper working relations between his employs and all other personnel on the Project.

11.3 Trade Contractor will immediately notify Construction Manager of any actual or potential labor dispute which may delay the timely performance of the Work of this Contract.

11.4 No claims will be accepted for costs incurred as a result of jurisdictional or labor practices disputes.

11.5 Non-violent picketing at the job site shall not be an excuse for any delays.

11.6 The Trade Contractor shall include terms similar to this section regarding labor relations in any Trade Contractor-Trade Subcontractor agreement. Such terms shall, however, require the Trade Subcontractor to immediately notify the Construction Manager of any actual or threatened labor dispute which may delay the timely performance of the Work.

11.7 The Trade Contractor shall observe hours and conditions of labor directed by the Construction Manager. Said hours and conditions shall be in compliance with all applicable laws, ordinances, and regulations.

12.0 **Photographs**

12.1 The Construction Manager shall photograph project progress regularly. Trade Contractors shall allow access to the Work.

12.2 The Trade Contractor shall provide the Construction Manager photos of the following: (i) all underground utilities installed as a part of this project, (ii) all utility conflicts, which cross open excavations, and (iii) a video record of All Owner Training sessions will be provided as a component of the project close-out requirements. Video records shall be furnished in duplicate to the Construction Manager in DVD format.

13.0 **Controlled Substances**

13.1 Activity related to the possession, consumption, or distribution of (i) alcoholic beverages, (ii) controlled drugs, (iii) or commission of any other illegal acts by anyone at the job site, or anywhere upon the Project Owner's property, is prohibited. Violators will be immediately discharged from the site.

14.0 **Progress Payments**

14.1 Trade Contractor shall furnish a Schedule of Values which shall reflect (i) the total contract price and (ii) a line item break down of each principal item of work, including individual line items of labor and material, prior to the execution of the Contract Agreement. Upon approval by the Construction Manager, the schedule of values will only be used as a basis for monthly percentage of completion billing.

14.2 The Construction Manager will remit monthly progress payments for (i) the amount of all Contract Work in place, (ii) plus the value of completed and approved contract amendments, (iii) plus a proration of Contractor's overhead and profit, (iv) less 10% of the total completed contract value (which shall be held as retainage). Construction Manager may revise the retained percentage upward for unsatisfactory work and/or performance.

14.3 Construction Manager will require the Trade Contractor to provide true and correct waivers and lien releases (partial or final as appropriate) for labor and materials provided during the application period along with each monthly pay application.

14.4 By way of monthly certifications, Trade Contractor shall notify Construction Manager that Trade Contractor has made all payments due to subcontractors and suppliers from payments remitted under prior monthly pay applications. Trade Contractor certifications will also specify monies due from the current pay application will also be used to pay Trade Contractor's subcontractors and suppliers subject to the contract terms in place between the Trade Contractor, its Subcontractors, and its suppliers.

14.5 Trade Contractor's Applications for payment must be received by the Construction Manager by the 20th of each month. Application must be in the prescribed format only. Submit one original, signed and notarized as required. Payments remit solely from original applications.

14.6 Materials, equipment and associated components that are in compliance with the approved submittals and will be incorporated into the structure, will be taken into consideration in computing progress payments, provided (i) the material is pending use on the project site., or (ii) is delivered to the Trade Contractor and (iii) the material is properly and securely stored, labeled, protected from the elements, and set aside for exclusive use for the Project, in a warehouse, storage yard or similar suitable place as may be approved by the Construction Manager. The Trade Contractor shall remain responsible for all such stored materials and maintain insurance on all materials stored on site.

14.7 Payment for materials, equipment and associated components stored on-site shall be 100% of a valid supplier's invoice less standard retainage, indicating the unit quantity, description of the material or equipment and cost.

15.0 **Final Payment**

15.1 Prior to submission of final payment, the Trade Contractor will supply Construction Manager with all applicable (i) bonds and (ii) written warranties and guarantees required for the specified work items.

15.2 Application for final payment shall include each of the following by: (i) a properly executed "Consent of Surety Company to Final Payment," (ii) a properly executed Release or Waivers of Lien, (iii) Assignment of Antitrust Form, (iv) Certification of Punch List Completion, (v) all warranties and guarantees.

- 15.3 Final payment is dependent on the satisfactory completion of the Work as determined by the Construction Manager, Architect and Owner.
- 15.4 Any outstanding liens filed by either (i) the Trade Contractor or (ii) any of the Trade Contractor's subcontractors, suppliers, or assigns, related to the performance of the Project, shall cause withholding of final payment to the Trade Contractor in the amount equal to the outstanding lien(s). Final payment will only issue once the Construction Manager and the Owner are satisfied with the disposition of such liens.

16.0 **Accounting Records**

- 16.1 Trade Contractor shall check, monitor and account for all of its materials, equipment and labor entering into, present, leaving, and/or stored upon the Project site.
- 16.2 The Construction Manager shall have access to all the Trade Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Trade Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.
- 16.3 The system of accounts shall be satisfactory to the Construction Manager and the Owner. Trade Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement.

17.0 **Warranties/Guarantees/Spare Parts**

- 17.1 Each Trade Contractor shall, forty-five (45) calendar days before Substantial Completion, furnish a list of all warranties, guarantees, spare parts and attic stock applicable to this individual contract. Five (5) original copies of the guarantees, warranties, certificates, etc., as required by the Contract Documents, shall be submitted in full force and effect to the Construction Manager by the Trade Contractor. The Construction Manager shall forward the guarantees and warranties to the Owner.
- 17.2 Defects within the warranty period shall be immediately remedied. Notification by Owner of defects shall stop the warranty time period. The guarantee or warranty period for that replaced or restored work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work.
- 17.3 The Owner will declare beneficial occupancy for that portion or area of work to which guarantees or warranties apply. Exceptions may be made at Owner's discretion, for those systems which, by mutual agreement of Owner and Construction Manager, remain in a punch list status. Exceptions granted shall not represent warranty/guarantee periods on such items. Warranty periods shall not commence until the Owner:
1. accepts the Work on the system/equipment for beneficial occupancy, and
 2. is in possession of all the specified guarantee/warranty documentation, and
 3. has received the specified training for the operation and maintenance of the system/equipment.
- 17.4 Early use of equipment shall not abolish or void the any warranty or portion of warranty period.
- 17.5 Each Trade Contractor shall document on a turnover form provided by the Construction Manager, the turnover of spare stock of materials, spare parts, accessories and special tools to the Owner through the Construction Manager.

18.0 **Changes in the Work**

- 18.1 All modifications to the scope of the Trade Agreement shall be implemented by a written change order. Construction Manager shall prepare Change Orders. Change Orders will clearly define the change in the work, the adjustment to the contract sum, and the adjustment in the contract time. Both the Construction Manager and the Trade Contractor shall sign the Change Order.

- 18.2 The executed change order will be the full and complete settlement to the Trade Contract Agreement for the incorporation of the modification to the scope of work. Trade Contractor will not be due any additional monies attributable to any unforeseen changes in the work related to the scope modification caused by a Change Order. Trade Contractor fully acknowledges this contractual condition, and that this contractual condition supersedes any statements included in the Change Order, any Proposals, or correspondence by the Trade Contractor.
- 18.3 The Trade Contractor shall not proceed with any change in the Work unless directed, either verbally or in writing, by the Construction Manager.
- 18.4 The Trade Contractor shall respond to the Construction Manager's request for a proposal within five (5) calendar days. Trade Contractor's Proposal shall provide an itemized breakdown of the quantities, prices, and additional time, if applicable, used in computing the total value of changes.
- 18.5 Amounts payable by the Construction Manager arising from changes in the work culminating in a revision of any Trade Contract Agreement by change order, shall be made on the basis of one of the following:
1. By lump sum agreed upon by the Construction Manager and the Trade Contractor, or
 2. By unit prices stated in the Contract Documents, or if the quantity originally contemplated are materially changed in a proposed Change Order, or Construction Change Directive so that the application of such unit prices to the quantities of work proposed will cause substantial inequity to the Construction Manager, the applicable unit prices shall be equitably adjusted.
 3. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by actual net cost in money to the Trade Contractor of materials and labor, plus compensation for overhead and for profit.
- 18.6 If none of the above methods set forth is agreed upon, the Trade Contractor, provided he receives a written Construction Change Directive signed by the Construction Manager, shall promptly proceed with the work involved and the cost of the work will be resolved in accordance with the procedures established in the Construction Change Directive section below.
- 18.7 In unusual cases where neither the Trade Contractor nor the Construction Manager can ascertain the full extent of the work which will be required pursuant to a change until the work involved therein has been substantially completed, a "Construction Change Directive" shall be issued by the Construction Manager and the final agreement on a proposal shall be effected no later than the time when the work involved is estimated by the Construction Manager to be 50% complete. In the event that final agreement cannot be reached by that time, the Construction Manager shall issue a unilateral determination as to the equitable adjustment of the contract price and the time required for performance of the Contract.
- 19.0 **Construction Change Directive**
- 19.1 A "Construction Change Directive" may be issued by the Construction Manager should (i) the Construction Manager and Trade Contractor fail to reach an agreement on a proposal or (ii) the need to proceed with a change does not allow sufficient time to properly check a proposal.
- 19.2 The Construction Manager will issue a written "Construction Change Directive" to the Trade Contractor directing them to proceed with the performance of work and establishing the means for determining the cost based on one or more of the following:
1. Lump sum costs supported by backup data, or
 2. A not-to-exceed amount based on unit costs established in the contract, or
 3. The cost of the work shall be determined as defined in the General Conditions of the Contract.
- 19.3 The Trade Contractor agrees to immediately proceed in accordance with the Construction Change Directive and advise to Construction Manager in writing of the Trade Contractor's agreement or disagreement with the method for determining the proposed adjustment in contract sum and duration.

- 19.4 The Trade Contractor is bound to the Construction Manager by the same provisions by which the Construction Manager is bound to the Owner pertaining to the Construction Change Directives.
- 20.0 **Contractor Disputes and Claim Resolution**
- 20.1 A claim, as defined by the terms of this contract, shall include requests for adjustments to the Contract Agreement for time, contract value, payment of money, or other relief with regard to any of the other terms of the Agreement.
- 20.2 Claims by either party must be made in writing by the latter of (21) twenty-one days (i) after the event initiating such Claim or (ii) after the claimant first recognizes the conditions precedent to filing a Claim.
- 20.3 The Trade Contractor shall file notice for additional cost for the following claim types: (i) Construction Manager's written directive, (ii) Construction Manager's written order to stop the work in instances where the Trade Contractor may or may not have been at fault or in default with respect to the Contract terms, (iii) Architect's written interpretation issued via the Construction Manager, (iv) Contract termination by the Construction Manager, (v) Construction Manager's failure to remit payment or (vi) specific situations described in this contract section.
- 20.4 In situations where no danger to life or property exist, prior written notice must be issued by Trade Contractor before executing work. Written prior notice requirement is waived for Claims pertaining to an emergency situation involving the endangerment to life or property. However, where either party incurs damage or injury to person or property detailed written notice of same shall be issued to the other party within 21 (twenty-one) days of occurrence or discovery.
- 20.5 Claims for delay are remedied by extension of Contract Time only. The Trade Contractor waives any and all monetary damages for delay.
- 20.6 Verbal or written directives followed by The Trade Contractor, which were not issued by the Construction Manager, are not subject to Claims for additional consideration of any kind. The Trade Contractor agrees and understands to not implement or follow verbal or written directives from any party other than the Construction Manager.
- 20.7 Lack of Claim resolution will not interfere with nor stop the Trade Contractor from timely completion of the Work nor will a lack of Claim resolution interfere with or impede the Construction Manager from remitting payments in accordance with the Contract Agreement.
- 20.8 Claims relating to Contract Documents, concealed or Unknown Conditions (as defined below), or Claims related to acts or omissions by the Owner, Engineer, or Architect, the Trade Contractor agrees and assents to be bound to the Construction Manager to the same degree as the Construction Manager is bound to the Owner with regard to resolution of said Claim types. Additionally, the Trade Contractor (i) agrees all final decisions will be binding, (ii) agrees claims procedures detailed in the Contract documents are binding, (iii) Trade Contractor will certify all Claims when required per the terms of the Owner / Construction Manager Agreement, (iv) agrees the Construction Manager will not be required to certify Claims from Trade Contractors.
- 20.9 Concealed or Unknown Conditions shall refer to conditions at the site which are (i) subsurface or concealed which differ significantly from the Contract Documents or (ii) unknown or unknowable conditions of a materially unusual nature which differ significantly from standard construction customs, practices, or building codes.
- 20.10 Claims between the Construction Manager and Trade Contractor, which are not related to the Contract Documents, or not concealed or Unknown Conditions, or not Claims related to acts or omissions by the Owner, Engineer, or Architect, shall be resolved in the following manner and order: (i) Trade Contractor and Construction Manager will make best efforts to negotiate a good faith settlement of Claim, (ii) parties will be subject to binding mediation, which, unless otherwise agreed, will be governed by the Construction Industry Mediation Rules of the American Arbitration Board (AAB) then in effect and shall be held in the same locale as the Project. Party initiating arbitration shall file a request for mediation with the AAB and the other party. Filing and mediation fees will be shared equally by the parties, (iii) parties will be subject to litigation in the same jurisdiction as the Project.

20.11 Trade Contractor and Construction Manager mutually waive any and all Claims against each other related to or arising out of consequential damages resulting from or relating to the Contract. This mutual Claim waiver shall include the termination of the Contract as per the terms of the Contract, office payroll expenses, losses of financing, damage to business and reputation, and profit losses not immediately associated with the Work.

21.0 **Safety**

21.1 Trade Contractor shall become familiar with and follow all applicable Federal, State, and local laws and codes including, but not limited to: the "Construction Safety Act" and the Occupational Safety Health Act of 1970." and the Construction Manager's safety program.

21.2 Trade Contractor will submit a written copy of the following to the Construction Manager prior to executing the Construction Manager/Trade Contractor Agreement: (i) Safety Program, (ii) Hazardous Communication Program and (iii) Material Data Sheets (for all products to be used in conjunction with the work specified in the contract.)

21.3 Trade Contractor will submit weekly written reports and copies of minutes of any on site safety meetings to the Construction Manager.

21.4 Trade Contractor agrees the Trade Contractor is solely responsible for the safety of its employs, soundness of methods used, as well as the adequacy and safe use of its tools and equipment. Trade Contractor further agrees the Trade Contractor is also solely responsible for any and all damages or injuries arising from failure or improper construction.

21.5 The Construction Manager shall periodically inspect The Trade Contractor's work area. Construction manager will issue a written report to the Trade Contractor listing any safety deficiencies and any required corrective actions needed to correct same. Failure to timely or sufficiently correct any safety violations shall constitute contractual nonperformance of the work. Construction Manager shall hold all progress payments until the safety violations have been satisfactorily corrected.

21.6 The Trade Contractor agrees to notify the Construction Manager of all accidents by way of a written report. Report shall be delivered to the Construction Manager within twenty-four hours (24) of occurrence and shall sufficiently detail the circumstances of the incident.

21.7 The Trade Contractor will appoint a Safety Representative. The Safety Representative will enforce and maintain all of the Trade Contractor's safety requirements and will attend all weekly project safety meetings.

21.8 The Trade Contractor shall timely provide product Material Data Sheets for all flammable and/or toxic materials to be stored on site and used in conjunction with the work to the Construction manager.

21.9 Trade Contractor will ensure its employs will be properly dressed for the work performed. Minimum dress will consist of long pants, tee shirt and work shoes.

21.10 Trade Contractor agrees to supply all of its employees with a hard hat legibly marked with the worker's first initial, last name and company name. Trade Contractor shall strictly enforce the wearing of a hard hat with all of its employs.

22.0 **Barricades and Safety Lines and Railing**

22.1 Trade Contractor shall, per all applicable codes, including OSHA, provide, install, maintain, and remove, all safety items required to complete its work. Safety items include signage, cones, barricades, railings, scaffolding, toe boards, ladders, flagging, covers, and safety netting.

22.2 Trade Contractor shall make continual considerations for and make appropriate adjustments for foot and vehicular traffic. Contractor's Work shall have minimal impact upon the normal traffic flow of the site. Contractor shall provide, install, and maintain adequate warning and traffic control signage and devices (for both pedestrians and automobiles, if applicable).

23.0 Scaffolds, Access Equipment, Platforms and Rails

- 23.1 Trade Contractor agrees to supply, properly install, adequately maintain and promptly remove upon completion of the Work, all its scaffolds, ladders, staging, hoists, stairs, ramps, platforms, railings, chutes and other related items and equipment.
- 23.2 The Trade Contractor agrees to make itself familiar with and to comply with all Federal and State codes, laws and regulations related to the installation, use, maintenance, and removal of items discussed in this section. The Construction Manager will strictly enforce this requirement and shall make it part of its periodic safety inspection.
- 23.3 Trade Contractor will relocate items as required and dictated by the progress of the Work, use by Owner, or the needs of the Construction Manager or other Trade Contractors.
- 23.4 Trade Contractor shall repair any damage caused by the items discussed in this section. Repairs must be made to the specification of the Owner and/or Construction Manager.

24.0 Cranes, Hoists and Lifts

- 24.1 Each Trade Contractor acknowledges it is solely responsible for the handling, loading, transport, delivery, unloading, maintenance, and storage of its materials and equipment in a timely manner.
- 24.2 Use of vertical lifting devices of any kind will require prior written authorization and planned coordination with the Construction Manager.
- 24.3 Trade Contractor agrees it is its sole responsibility to provide, install, properly maintain, and timely remove all cranes, hoists, scissor lifts, forklifts and other similar types of equipment required by the Work.
- 24.4 The Trade Contractor shall comply with all Federal, State and local codes, laws and regulations governing the use of items discussed in this section.

25.0 Crane Safety

- 25.1 Trade Contractor agrees it is solely responsible for the safety of craning operations and maintenance. It shall submit a current Crane Inspection Certificate to the Construction Manager prior to commencing hoisting operations. Crane Inspection Certificate must indicate that the machine is in excellent operating condition and be accompanied by a written record of major repairs completed on the machine in the last three (3) years.
- 25.2 Trade Contractor agrees it is solely responsible for the handling, loading, transport, delivery, unloading, maintenance, and all phases required for installation, of the machine. Trade Contractor also agrees it is responsible for checking the ground's bearing capacity, crane leveling, and supporting it on adequate cribbing properly banded and bolted together with outriggers fully extended.
- 25.3 Trade Contractor agrees to supply at least one (1) Crane Operator with at least three (3) years experience operating a crane equal to the type and capacity of machine to be used on this Project.
- 25.4 Trade Contractor shall ensure the Crane Operator is familiar with all applicable federal, state, local, and industrial safety standards.
- 25.5 Trade Contractor agrees to inform and make sure Crane Operator understands (i) the posted load limitations, (ii) that the Crane Operator has sole decision to refuse to handle a load if, in his opinion, unsafe conditions exists.
- 25.6 Trade Contractor agrees to inform the Crane Operator of the daily responsibility to perform a "sight, sound and operational" test on the machine for a minimum of fifteen (15) minutes. Test will be conducted per specifications pre-

approved by the Construction Manager. Approved Daily Operational Check List shall be included with and be made part of the Trade Contractor's Daily Report (which shall be submitted to the Construction Manager daily).

26.0 Construction Schedule

- 26.1 Trade Contractor's work shall be accomplished in accordance with the Construction Manager's construction progress schedule. Construction Manager shall prepare and maintain a plan and schedule for performance and completion of the work. Trade Contractor agrees to be bound to and to fully comply with the Construction Manager's construction schedule and expectations.
- 26.2 Within fourteen (14) days after notification of award, the Trade Contractor shall submit a detailed preliminary schedule of his work. The Trade Contractor's schedule shall be consistent with the Construction Manager's "Master Project Construction Schedule."
- 26.3 Trade Contractor's schedule will include, but will not be limited to depicting: all activities required to perform the Work, all activities that must be completed within specified times, any constraints with other Trade Contractors that will affect scheduling.
- 26.4 Trade Contractor will submit with its schedule a narrative description of planned construction method, manpower levels (including crew sizes, by trade), and major pieces of construction equipment.
- 26.5 Construction Manager shall review the preliminary schedule and return the same to the Trade Contractor for revisions, if required. Within ten (10) days from the receipt of the reviewed preliminary schedule the Trade Contractor shall resubmit the schedule in final form to the Construction Manager.
- 26.6 Trade Contractor's schedule shall be used as the Construction Manager sees fit. In general, Construction Manager will use the Trade Contractor's schedule to revise its existing schedule and to draft a final "Construction Schedule" thru to and including completion of the total project. Sequencing and duration of Trade Contractor activities, as indicated in a finalized "Construction Schedule," may be adjusted by the Construction Manager.
- 26.7 Trade Contractor agrees to submit with his monthly pay application requisition a Schedule Status report indicating the percentage of completion on each of their scheduled activities and recording actual start and actual completion dates for each activity.
- 26.8 Trade Contractor agrees and understands that it shall endeavor to maintain the Construction Manager's schedule. At any time the Trade Contractor falls behind in completing its portion(s) of the schedule, it shall immediately take any and all actions and incur any and all costs to make up lost time and complete all Work according to schedule. Additional costs incurred to maintain the schedule will accrue solely to The Trade Contractor and will not be an additional cost to the Construction Manager.
- 26.9 Trade Contractor shall start the work upon Notice to Proceed. Trade Contractor acknowledges time is of the essence of the Contract.
- 26.10 Trade Contractor acknowledges and understands work schedules and milestones are subject to review and revision. Updates and revisions shall be available at the Construction Manager's jobsite office and/or main office. Trade Contractor agrees it is its sole responsibility to attend job meetings, keep informed of any revisions, and conform to all such changes, revisions and edits.
- 26.11 Should Trade Contractor fail to take appropriate actions in accordance with the items covered by this contract section, the Construction Manager reserves the right to cure any schedule related deficiency. Construction Manager may obtain any materials, equipment, and labor required to proceed or complete the work. Costs of such cure will be charged to the Trade Contractor. Such cure will require 48 hours written notice to the Trade Contractor before cure-related work may commence.
- 26.12 Trade Contractor understands the overall project duration may be adjusted at any time due to adverse weather. Trade

Contractor agrees that the sole consideration provided to the Trade Contractor for such weather related changes is an extension to the Trade Contractors contract duration.

27.0 Hours of Work

- 27.1 Project work hours are Monday through Friday, 7:00 A.M. to 4:00 P.M. with Saturdays and Sundays and/or additional hours during the regular working times as necessary for weather delays. Depending on bid package scope, these minimum work requirements may be exceeded.
- 27.2 The provisions of this section apply to Trade Contractors (i) completing work as per the Construction Manager's Construction Schedule, or (ii) completing work which must be finished to maintain the overall schedule but may not be listed on the Construction Manager's Construction schedule, or (iii) completing otherwise incomplete work.
- 27.3 The mandated minimum work hours and work days of certain trade contractors may exceed those requirements established in this contract section. Any variance from these requirements will be established in the scope of the respective bid package.
- 27.4 Trade Contractor acknowledges any additional costs related to the items discussed in this section were specifically considered and included in the Bid.

28.0 Overtime and Holiday Work

- 28.1 Trade Contractor agrees and acknowledges work performed (i) greater than or after regular work hours, (ii) on Saturday's and Sunday's, (iii) or legal holidays, due to delays attributable to the Trade Contractor, and which will be needed to bring Trade Contractor's work into conformance with the Construction Manager's schedule shall be done at no additional cost to the Construction Manager.
- 28.2 Trade Contractor, however, will be reimbursed, per terms contained in the General Conditions, unless otherwise specified, for work performed (i) greater than or after regular work hours, (ii) on Saturday's and Sunday's, (iii) or legal holidays, if work was required to avoid interference with the Owner's needs.

29.0 Submittal Schedule

- 29.1 Trade Contractor will submit shop drawings, design mixes, samples, material certifications, and product data to the Construction Manager for review within fourteen (14) calendar days after notification of award.
- 29.2 Trade Contractor's submittal schedule shall be reviewed by the Construction Manager and the Architect/Engineer. Review shall include a review of the Trade Contractor's submittal schedule for completeness, compatibility with the construction schedule, and fulfillment of Specification requirements. The sequence and duration of Trade Contractor's, submittal schedule may be adjusted by the Construction Manager.
- 29.3 The Trade Contractor's submittal schedule must conform to the Construction Manager's Construction Schedule in all respects. Should a section of the work not be listed in the Construction Manager's Schedule for a specific submittal, Construction Manager and Architect/Engineer may have up to twenty-one (21) calendar days to review, revise, and correct the schedule. Any differences should be communicated to the Construction Manager well in advance of the commencement date of the Work.
- 29.4 Trade Contractor's monthly payment applications will not be processed until the Trade Contractor's Submittal Schedule is approved by the Construction Manager.

30.0 Submittals

- 30.1 Each Trade Contractor shall review and certify that its submittal is complete, correct, and meets all specification requirements.

30.2 **Shop Drawings**

- 30.2.1 The Trade Contractor shall prepare and submit Shop Drawings as required by the Contract Documents governing his work. Unless otherwise specified, all Shop Drawings must be complete submittals. Trade Contractor may not, under any circumstances, reproduce the Contract Drawings for Shop Drawings.
- 30.2.2 In preparing and submitting required Shop Drawings, the Trade Contractor must comply with the following requirements and procedures:
- 30.2.3 Shop Drawings, shall include, but will not be limited to detailed fabrication and erection drawings, setting drawings, diagrammatic drawings, coordination drawings, material and equipment schedules. Trade Contractor shall send, unfolded and in a mailing tube, full bound and indexed copies of Shop Drawings to the Construction Manager. The quantity and type of Shop Drawings to be provided is as follows: (i) 8 sets of signed and sealed submittals, (ii) 8 sets of product data and bound volumes, (iii) 4 set of typical plan sheet type submittals, and (iv) 3 quantity of each sample.
- 30.2.4 The Shop Drawings must indicate types, gauges, manufacturer's identification numbers and finishes of all material. Trade Contractor shall indicate request for selection.
- 30.2.5 Each Shop Drawing will provide a clear space on the right-hand side for stamping.

30.3 **Product Data**

- 30.3.1 Trade Contractor may submit product data including catalog cuts, brochures, or manufacturer's, reprint sheets, instead of Shop Drawings. Product data submittals must include all identifying information as required in the Title Block of the Shop Drawings.

30.4 **Samples**

- 30.4.1 The Trade Contractor shall submit to the Construction Manager, seven (7) samples. The procedures and requirements for submittal of samples shall be the same as those listed previously for shop drawings.

30.5 **Sample Submittals**

- 30.5.1 Identify samples with manufacturer's name, item, use, type, project designation, Specification Section or Drawing detail reference, color, range, texture, finish, and other pertinent data.
- 30.5.2 Submit samples to address indicated, or construction site if required. Include brochures, shop drawings, and installation instruction with transmittal. Submit transmittal for site-built samples (job mock-up) to address indicated.
- 30.5.3 Architect may keep samples until completion of the Work.

30.6 **Certifications**

- 30.6.1 The Trade Contractor shall submit required certifications on the Trade Contractor's letterhead stationery. Such certifications shall clearly identify the certified materials and shall state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. The Trade Contractor shall attach manufacturer's affidavits, where applicable.

30.7 **Submittal Review**

- 30.7.1 Construction Manager shall review all Shop Drawings before they are submitted to the Architect/Engineer. Construction Manager will physically mark Shop Drawings as either Approved or Approved as Noted. Correctly submitted Shop Drawings will then be reviewed by the Architect/Engineer. Architect/Engineer will review the Shop Drawings and physically mark them with the following: (i) "No Exception Taken", (ii) "Make Corrections as Noted", (iii) "Revise and Resubmit", (iv) "Rejected."

30.8 **Submittal Revision**

30.8.1 The Trade Contractor shall revise initial Shop Drawings per Construction Manager and Architect/Engineer direction. Trade Contractor shall submit revised copies for the initial submittal.

30.8.2 Trade Contractor shall resubmit new product data and samples as specified, and if required, for the initial submittal.

30.8.3 Trade Contractor shall revise, correct and resubmit all submittals returned by the Engineer/Architect which are physically marked as "revise and resubmit" or "rejected" within ten(10) calendar days.

30.9 **Approved Submittals**

30.9.1 The Construction Manager will keep a 'marked up' Shop Drawing print (and return a copy of the same 'marked up' Shop Drawing) which has been physically marked with as 'No Exception Taken' or 'Make Corrections' by the Architect/Engineer. Those submittals returned to the Trade Contractor for re-submittal shall be revised as appropriate and resubmitted.

30.9.2 Trade Contractor submittals returned as 'No Exceptions Taken' or 'Make Corrections as Noted' will be reproduced as prints in a quantity as required by the Construction Manager and forwarded for distribution. Only drawings marked as 'No Exceptions' or 'Make Corrections as Noted' marked on the drawings shall be acceptable for field use.

31.0 **Daily Force and Activities Report**

31.1 Trade Contractor shall submit a daily report to the Construction Manager detailing, at a minimum the location and description of the Work being performed, coordination or schedule problems, discrepancies noted in the Plans and Specifications and requests for clarification of work orders and the Trade Contractor's man-count, by craft by subcontractor and by minority. Forms will be provided by the Construction Manager.

31.2 To avoid the withholding of progress payments, Trade Contractor agrees to deliver each daily report to the Construction Manager at the jobsite office by 9:00 AM the next business day. Lack of compliance with this section shall constitute lack of performance and progress payments may be withheld until all outstanding reports are filed with the Construction Manager.

32.0 **Material Status Reports**

32.1 No later than fourteen (14) calendar days after awarding of the Contract, the Trade Contractor shall submit a Material Status Report to the Construction Manager. Report shall include a complete list of suppliers, items purchased from them, the name of the fabricator and/or manufacturer, and promised deliver dates.

32.2 Construction Manager shall supply the required form. Form shall be updated and submitted to the Construction Manager monthly.

33.0 **Operating and Maintenance Instructions**

33.1 Trade Contractor shall supply two (2) complete copies of all information and instructions needed for the operation, maintenance and repair of all equipment and all items specifically noted in the Technical Specifications.

33.2 Trade Contractor may be asked to supply the appropriate personnel to demonstrate and instruct the Owner in all procedures necessary for the proper operation and maintenance of all equipment.

34.0 **As Built Drawings**

34.1 Trade Contractor shall keep a complete record of his own work and shall note deviations from the drawings as to construction, mechanical, electrical and plumbing work which relate to his work. All information shall be recorded in a neat, legible and accurate manner. All changes, revisions, additions and variations made in the installation of work which differ from that required by the Contract Drawings must be noted and indicated.

- 34.2 These records shall be continually updated and accessible by the Construction Manager and the Architect/Engineer. Proper record maintenance is a condition to the release of monthly progress payments.
- 34.3 Before final acceptance of the Work, a complete set of the Trade Contractor's records, as required by this Contract Section, must be submitted to the Construction Manager.
- 35.0 **Manufacturer's Specifications**
- 35.1 The Trade Contractor shall install all materials and perform all work in the manner required by the material and manufacturer. Should the manufacturer's instructions and the project Specifications conflict, the Trade Contractor shall refer the conflict to the Construction Manager for resolution before proceeding with the Work.
- 35.2 The Trade Contractor shall keep a copy of the manufacturer's requirements at the job site.
- 36.0 **Field Engineering**
- 36.1 Base lines, bench mark elevations, and general primary site control will be established by the Owner and/or Construction Manager.
- 36.2 Trade Contractor shall not remove or disturb any construction stakes, monuments or other markers established by the Construction Manager, or by other Trade Contractors, until authorized to do so.
- 36.3 Should such marks be moved or otherwise rendered useless by the Trade Contractor, Trade Contractor will pay for the restoration or relocating of such marks. Construction Manager will hire and direct the properly licensed surveyor service to re-establish said marks.
- 36.4 Trade Contractor understands and agrees it shall lay out its work from established base lines and bench marks. Trade Contractor understands and agrees it shall be solely responsible for the accuracy of all lines, elevations, measurements, grading, utilities, and all other work executed under contract.
- 36.5 Construction Manager may confirm Trade Contractor's grades, measurements, or levels by hiring an independent licensed surveyor to verify same. If outside of allowable tolerances, the Trade Contractor shall pay the cost of the surveyor and any additional costs to make any needed corrections.
- 37.0 **Standard of Quality**
- 37.1 Standards of quality are established generally by description, trade name references, manufacturers' names, or by catalog, model or figure numbers.
- 37.2 Trade Contractor requesting approval of substitute materials agrees to be solely responsible for any and all additional costs incurred by other Trade Contractors resulting from the use of substitute materials. By way of example: approval of substitute materials may not be used as a basis for extra charges due to changes in Work, like roughing-in, which may result from the approval of a substitution.
- 38.0 **Certificates of Inspection and Permits**
- 38.1 Trade Contractor shall provide a copy of all permits and certificates of inspection to the Construction Manager. Trade Contractor agrees to obtain all required permits and certificates of inspection from any and all authorities having jurisdiction over the Work.
- 39.0 **Temporary Closures**
- 39.1 Trade Contractor responsible for installing the permanent closure in an opening in an exterior wall shall be

responsible for timely installing, maintaining and removing temporary weather-tight closure for that opening so as to (i) adequately protect interior materials, (ii) allow for effective temporary air conditioning and heating and (iii) prevent unauthorized persons from entering the structure.

- 39.2 Temporary closures shall be removed as needed for the furtherance of the Work and the efficient handling and delivery of job related materials.
- 39.3 The Trade Contractor responsible for providing, maintaining and removing the temporary closure shall clean and shall repair any damage caused by the installation of such enclosure.
- 39.4 Trade Contractor shall provide, maintain and remove such additional temporary closures as needed for safeguarding its work, material, equipment, supplies, tools, machinery and construction equipment from damage, theft, or weather.

40.0 **Temporary Electricity**

- 40.1 Trade Contractor responsible for installing the permanent electrical system shall also furnish, install, maintain, and timely remove temporary electric power service needed for the duration of the construction period. Trade Contractor shall provide 110 Volt GFI Power nodes for miscellaneous tools and equipment.
- 40.2 The Construction Manager will pay the cost of utility use charges for temporary electrical power furnished to the Trade Contractors. Such charges will only be paid during the construction period and for the performance of the work exclusively.
- 40.3 Trade Contractor shall be responsible for providing its employees with ground fault interrupters for extension cords in accordance with OSHA requirements.
- 40.4 Where Trade Contractor requires power supplies different than those previously specified in this Contract Section, the Trade Contractor shall notify the Construction Manager and coordinate changes in electrical service requirements with the Electrical Trade Contractor. Trade Contractor shall arrange and pay for such additional service needs and associated connections.
- 40.5 The Construction Manager will arrange for service as soon as reasonably possible. Power service will be brought to the site limits as detailed on the Drawings.
- 40.6 The Electrical Trade Contractor shall comply with Specification Section, Electrical Basic Materials and Methods.
- 40.7 Wiring for temporary lighting, field offices and sheds shall be provided as required per the terms of the General Conditions of this Document.

41.0 **Temporary Lighting**

- 41.1 Trade Contractor responsible for installing the permanent electrical system shall furnish, install, maintain, relocate as required and timely remove all temporary lighting, replacement lamps and wiring to suit the conditions of the project in accordance with OSHA requirements.
- 41.2 Temporary lighting in work areas shall produce minimum illumination of 30 foot - candles. Temporary lighting shall be provided in enclosed work areas and all other work areas where natural lighting does not meet minimum requirements.
- 41.3 Trade Contractor requiring temporary lighting in addition to that specified, including lighting for security, temporary offices, storage, shops and other construction buildings, shall arrange and pay for such additional temporary lighting.
- 41.4 Power requirements and source will be coordinated with The Temporary Electricity Section of the General Conditions.
- 41.5 Electrical Trade Contractor shall comply with the applicable requirements specified in Sections of Division 16 -

Electrical. Materials may be new or used, but must be adequate for required usage and must not violate requirements of applicable codes and standards. All receptacles, fixtures and controls shall be standard products bearing UL symbols.

42.0 Temporary Heating, Cooling, and Ventilating

42.1 Trade Contractor shall be responsible for providing, operating, maintaining and timely removing temporary heating, cooling and ventilating systems. Trade Contractor shall obtain approval and direction with regards to these items.

42.2 Until such time as the building is fully enclosed and the building HVAC is operating, the Trade Contractor will make all necessary heating, cooling, and ventilating systems available to facilitate material installation, to protect materials, to protect all finishes, from damage attributable to temperature or humidity.

43.0 Temporary Telephone Service and Jobsite Communications

43.1 Trade Contractor shall pay all costs for installation, maintenance, removal and service charges for temporary telephone service. Trade Contractor shall be responsible for arranging with the local telephone service company to provide telephone service at the construction site for the use of his personnel and employees.

44.0 Temporary Signs

44.1 Construction Manager shall provide, install, maintain, and remove, job site identification signage. Trade Contractors' informational signs on the site shall be limited to those designating their temporary field offices and sheds. All such informational signs shall be subject to approval by the Construction Manager.

45.0 Construction Water

45.1 Trade Contractor shall be responsible for providing water for construction purposes. Water source for construction purposes will be available on-site.

45.2 Trade Contract shall be responsible for providing potable drinking water for job site personnel and employees.

46.0 Temporary Fire Protection

46.1 Throughout the construction period, in accordance with the requirements of all applicable codes and standards, the Construction Manager will be responsible for furnishing, installing, and maintaining minimal temporary fire protection equipment, materials, supplies and service within the buildings.

46.2 Trade Contractor is responsible for providing all provisions associated with specific fire protection requirements associated with the performance of his work.

47.0 Temporary Sanitary Facilities

47.1 Construction Manager shall be responsible for furnishing, maintaining, and removing temporary sanitary facilities. All Trade Contractor's personnel and employees throughout the construction period may use provided facilities.

48.0 Trash Collection and Removal

48.1 Construction Manager shall designate a number of trash pick-up areas on the job site and will provide trash containers (dumpsters) in those areas. Construction Manager shall schedule periodic collection and disposal of trash.

48.2 Trade Contractor understands and acknowledges it has the sole responsibility to collect and deposit its waste materials, debris, and any other trash in the provided containers every day in order to maintain a clean and safe job site.

- 48.3 The following types of materials may not be placed in the dumpsters provided by the Construction Manager. Trade Contractor understands and acknowledges these materials shall be removed from the site and disposed of in legal and approved disposal areas by the Trade Contractor:
- timbers, concrete, forms, form work
 - tile, block, and masonry
 - plaster, sheet rock, brick, gypsum board
 - demolition debris and hazardous materials such as paint cans, mastic
 - containers, and other items as deemed hazardous by the local authority having jurisdiction.
- 48.4 Flammable debris shall not be accumulated on the job site. If the Construction Manager believes a potentially hazardous condition exist, Trade Contractor may be directed to perform a continuous clean-up.
- 48.5 Burning of any type is strictly prohibited.
- 49.0 **Cleanup**
- 49.1 As required by the Conditions of the Contract, all applicable codes, ordinances, regulations and anti-pollution laws, Trade Contractor shall perform a daily cleanup to keep the Work, the site and adjacent properties free from accumulations of waste materials from his construction operations. The Trade Contractor shall, daily, deposit all such trash in dumpsters located at designated trash pickup areas.
- 49.2 Trade Contractor shall furnish one laborer, for eight hours, for each work week the Trade Contractor mans the project. This laborer is to be utilized by the Construction Manager for general clean up, safety, and other uses. This laborer shall be provided as scheduled by the Construction Manager.
- 49.3 Trade Contractors depositing dirt or debris on any public or private property, including, but not limited to streets, roads, parking lots, or highways, shall be responsible for immediate cleanup of any and all types of debris. Cleanup shall be done to the satisfaction of the Construction Manager.
- 49.4 Construction Manager may issue a written notice of Contract Non-Compliance for Trade Contractor's failure to maintain a clean site and to clean up public areas. Non-compliance with this "Notice to Correct" within 24 hours may allow Construction Manager to have the cleanup work performed by others. Total costs incurred for the cleanup provided by others will be deducted from monies due the Trade Contractor.
- 49.5 No eating or smoking will be allowed in the building or areas of the building (i) after finishes have begun or (ii) as directed by the Construction Manager.
- 49.6 Trade Contractor shall be responsible to maintain his own trailer, storage and work areas in a sanitary condition.
- 49.7 Trade Contractor shall remove all waste materials and garbage from its Work area(s). Trade Contractor will leave the area work ready for the next Trade Contractor or for Owner occupancy.
- 49.8 Final cleaning shall be performed by the Trade Contractor installing the Work. Final cleaning will be done to the Construction Managers standards.
- 49.9 Trade Contractor shall use manufacturer recommended cleaning materials and methods.
- 50.0 **Environmental Protection**
- 50.1 Trade Contractor shall become familiar with, understand, and comply with all applicable environmental protection requirements, codes and regulations.
- 50.2 Trade Contractor shall provide and apply dust control materials to minimize dust from its locations of Work.

50.3 Trade Contractor shall obtain the necessary permits for the construction and operation of temporary installations as required.

51.0 **Temporary Facilities**

51.1 With the approval and direction of the Construction Manager, Trade Contractor may furnish, install, or otherwise utilized for its exclusive use any or all of the following temporary facilities, structures, or services as may be necessary or required:

1. Temporary field office facilities.
2. Temporary storage and work facilities, sheds or buildings.
3. Temporary extension from, and hook-up to, all temporary utilities.
4. Erection, maintenance and removal of all temporary hoists and scaffolding as may be required by the Trade Contractor.
5. Trade Contractor shall pay for temporary electricity, telephone service, and temporary lighting for his field office, facilities and sheds if any of these additional services are required. Trade Contractor will be responsible for coordinating the installation of these services with the proper Trade Contractor and Construction Manager.

51.2 At any time during the progress of the work, the Trade Contractor shall relocate his field office, facilities and sheds as directed by the Construction Manager without additional cost to the Construction Manager.

52.0 **Construction Parking**

52.1 Trade Contractor is responsible for ensuring its employs park (i) in legal parking locations, either on or off site, or (ii) in locations designated as construction parking areas by the Construction Manager.

53.0 **Security**

53.1 A temporary security fence, enclosing the main work area of construction, will be provided by the Construction Manager. Trade Contractor shall be solely responsible for the security of its Work, materials, supplies, tools, facilities, machinery, vehicles and construction equipment.

54.0 **Protection of the Work**

54.1 Trade Contractor shall take all necessary precautions to protect his Work and the Work of others.

54.2 Trade Contractor shall be solely responsible for the protection of its finished Work. All finished surfaces shall be clean, untarnished, without scratch, and unmarred at time of occupancy by Owner.

54.3 The Trade Contractor shall take all necessary precautions to prevent damage to existing construction, buildings, structures, underground utility lines, above-ground utility lines, site improvements, foliage, and lawns. Any damage, destruction, soiling, marring or disturbance of such items caused by Trade Contractor's operations shall be made whole by the Trade Contractor to the satisfaction of the Construction Manager and Owner. No additional expense to the Owner or Construction Manager shall be incurred.

55.0 **Construction Coordination Meeting**

55.1 Construction Manager will hold a weekly job site meeting for the purposes of coordinating Work and to review safety issues. Trade Contractor's agrees its field supervision will attend these meetings.

- 55.2 Progress payments will be held at any time Trade Contractor fails to attend any of the coordination and safety meetings. Attendance failure will be considered nonperformance.
- 56.0 **Coordination and Cooperation**
- 56.1 The Trade Contractor shall cooperate with all parties involved with the Project, including but not limited to, the Owner, Architect, Construction Manager, and other Trade Contractors working on this project.
- 56.2 Trade Contractor, without additional charge, shall make all reasonable modifications in the Work as directed by the Construction Manager for the purposes of eliminating real and potential conflicts.
- 56.3 Damage arising from the Trade Contractor's failure to exercise reasonable care in the performance of his Work shall be repaired or restored promptly at its cost.
- 56.4 In the event of the Trade Contractor's operations causing any damage, interference or inconvenience to Work being carried out under any other contract, the Trade Contractor shall restore, replace, rectify or otherwise make good any damage to the satisfaction of the Construction Manager and the other Trade Contractors. Should the responsible Trade Contractor fail to comply with this provision, the Work will be done by others at the expense of the responsible Trade Contractor.
- 56.5 The Trade Contractor agrees that he has become familiar with the site, has reviewed the plans and specifications covering the work of his and other trades and thereby accepts responsibility for all necessary coordination of his Work with the Work of other trades affected. If the Trade Contractor installs any Work prior to proper coordination, or in such manner as to cause interferences with Work of others, he shall arrange for removal of, or arrange for necessary modifications to the Work. Any such action is subject to the approval of the Construction Manager and shall be at no additional cost to the Owner, Construction Manager, A/E or their agents.
- 56.6 Trade Contractor shall exercise due care and shall cooperate with other Trades. When multiple Trade Contractors are scheduled to work in the same space, Trade Contractors will fully cooperate with each other and resolve space use and timing considerations to the satisfaction of all Trade Contractors and the Construction Manager.
- 56.7 The Trade Contractors responsible for the following building systems shall prepare, and/or assist in the preparation of coordination drawings related to said systems: (i) interior partitions, (ii) plumbing systems, (iii) mechanical systems, (iv) electrical systems, (v) fire protection systems, and (vi) structural systems.
- 56.8 Trade Contractors responsible for the above mentioned work will also be responsible for the following to ensure proper coordination:
1. Attend coordination meetings as called by the Construction Manager.
 2. Provide initial CAD drawings, drawn to scale, of system components to the Construction Manager. Drawings must note location, elevation, routing, and sizes of building systems. Trade Contractor shall also provide to the Construction Manager revised and final copy CAD drawings showing changes made at any coordination meeting.
 3. Construction Manager will prepare a set of Coordination Documents, which shall incorporate the Trade Contractors drawings on a single sheet for each building area.
 4. Each Trade Contractor shall install their work in per the coordination documents. Systems installed in a manner inconsistent with the coordination documents will be reinstalled by the Trade Contractor at no additional cost to the Construction Manager.
- 56.9 The following list establishes the general priority precedent for components or system placement in above ceiling concealed spaces:
1. Architectural Ceiling Features

2. Recessed Light Fixtures
3. Plumbing waste and gravity line
4. Ductwork
5. Cable trays
6. Fire protection piping
7. HVAC piping
8. Plumbing vents and supply distribution
9. Electrical conduit

- 56.10 The Trade Contractor is responsible for providing and installing any exposed or concealed blocking, backing, grounds, supports or anchoring devices and sealing required for the proper installation of his materials and equipment and the execution of his Work. The Trade Contractor shall coordinate his Work with other Trade Contractors requiring blocking, backing, grounds, supports or anchoring devices and sealing for the proper installation of their materials and equipment and the execution of their Work. If requested, the Trade Contractor shall prepare and submit to the Construction Manager for his review, descriptive coordination drawings or sketches detailing his requirements.
- 56.11 The Trade Contractor shall arrange for any block-outs, cut-outs, access openings or openings required for the installation of his materials and equipment and the execution of his Work in accordance with the intent of the Contract Drawings and Specifications whether or not shown or indicated on the Drawings. The Trade Contractor shall be further responsible for repairing, sealing, and/or finishing, in an acceptable fashion and meeting any applicable code requirements, any such block-out, cutout or other hole in any fire-rated floor, ceiling or wall, any security wall or any other finished surface. If required, the Trade Contractor shall prepare and submit to the Construction Manager for his review, Field Coordination Drawings or other sketches detailing his requirements for block-outs, cutouts, access openings or openings. The Trade Contractor shall not cut or weld to, otherwise alter any structural work without the written consent of the Architect/Engineer through the Construction Manager.
- 56.12 The Trade Contractor shall be responsible for all damages to the roof, the roof structure, the roofing or the sheet metal work caused by the Trade Contractor or his employees or any of his Trade Subcontractors or their agents and employees or any other persons performing any of the Work under a contract with the Trade Contractor. Any repairs or alterations to the roof, the roof structure, the roofing, or sheet metal required as a result of damage for which the Trade Contractors is responsible, shall be accomplished by the original installing Trade Contractor to the satisfaction of the Construction Manager and the Architect/Engineer. All such repairs or alterations shall be accomplished at no additional cost to the Owner or Construction Manager. The Trade Contractor, together with the Construction Manager, shall make regular inspections of the roof, the roof structure, the roofing and the sheet metal whenever the Trade Contractor is performing Work on the roof, noting all damages. The Trade Contractor shall make arrangements with his Trade Subcontractors and others performing Work for payment of damages according to a plan mutually agreeable to all parties.
- 56.13 The use of power-actuated fasteners in precast concrete or masonry is expressly forbidden.
- 56.14 The Trade Contractor shall be responsible for coordinating the installation within the buildings of equipment that is too large to pass through finished openings. Such arrangements are to be referred to the Construction Manager for approval prior to implementation.
- 56.15 The Trade Contractor shall be responsible for complete, timely and accurate field measurements as necessary for proper coordination, fabrication and installation of his materials and equipment. The Trade Contractor agrees to cooperate with the Construction Manager, if required, to accommodate any discovered variations or deviations from the Drawings and Specifications so that the progress of the Work is not adversely affected.
- 56.16 The Trade Contractor shall be responsible for fire sealing penetrations through fire rate construction assemblies created by their work. The term "penetration" for the purpose of this requirement shall be defined as the point where any object installed by the Trade Contractor breeches the integrity of a fire rated assembly. This shall include any object installed before, after or during the construction of the assembly. All fire sealing of penetrations shall be constructed in accordance with the applicable U.L. design.
- 56.17 No extra compensation will be paid for relocating any duct, pipe, conduit, or other material that has been installed

without proper coordination between all trades involved. If any improperly coordinated work, or work installed necessitates additional work by the other trades, the costs of all such additional work shall be solely borne by the Contractor responsible.

57.0 **Access Panels**

- 57.1 Trade Contractors shall be responsible for furnishing and installing all access panels necessary to provide access for items of work installed under their contract.

58.0 **Transportation of Materials and Equipment**

- 58.1 Trade Contractor shall be responsible for the loading, transportation, receiving, unloading, and storage of all materials and equipment required under its Contract.

59.0 **Storage and Protection of Materials and Equipment**

- 59.1 The Trade Contractor shall be responsible for the proper storage of all materials, supplies and equipment to be installed under this Contract. Materials stored on site but not adequately protected will not be included in estimate for payment. Storage shall be in locations and in such manner as to not interfere with construction operations and shall be subject to approval by the Construction Manager. Should any of the Trade Contractor's plant, material, supplies, etc., obstruct the progress of any portion of the Work, they shall be moved by the Trade Contractor as directed by the Construction Manager without reimbursement of costs.
- 59.2 Material deliveries shall be scheduled so that materials are not stored on the site any longer than necessary prior to the incorporation into the Work. The Trade Contractor shall be responsible for arranging and paying for the use of the property off the site for storage of materials and equipment as may be required.

60.0 **Materials and Equipment Furnished by Others and/or Construction Manager**

- 60.1 Where applicable, Owner or Construction Manager may provide certain materials and equipment for the use of the Trade Contractor's Work. Drawings or other related work documents shall reflect items to be provided by Owner or Construction Manager.
- 60.2 Trade Contractor shall accept delivery and unload materials and equipment provided by the Owner or Construction Manager for its use in the Work. Trade Contractor and Construction Manager shall inspect materials and equipment on date of delivery. Variances, shortages, and damages will be appropriately rectified.
- 60.3 Trade Contractor shall reasonably protect material and equipment furnished by others per the terms of this agreement.
- 60.4 Shop drawings will be provided to the Trade Contractor for installing all materials provided by the Owner or Construction Manager. Where conflicting, the equipment detail drawings and dimensions shall be used, except where aesthetic or structural considerations require adjustments.

61.0 **Utility Outages**

- 61.1 Where Trade Contractor requires certain utilities to be temporarily disconnected or shut off for the purposes of completing its work, Trade Contractor will notify the Construction Manager at least five (5) days in advance of the date of required disconnection. Notice must be given for, but not limited, to the following utilities: electricity, domestic water, fire mains, sanitary sewer mains, telephone, steam supply and return, or any other service. Construction Manager must approve of any utility disconnection prior to its shut off.

62.0 Partial Occupancy and Use by Others

- 62.1 Owner shall have the right to enter all areas of Work for the purpose of performing Work with his own forces and/or separate contractors. Owner may also occupy and use any are of Work. Trade Contractor(s) shall allow access and will cooperate with the Owner to the extent required. Prior to taking occupancy, the Owner shall:
1. By way of the Construction Manager, notify affected Trade Contractor(s) of the Owner's intent to take beneficial occupancy. Construction Manager will inform Trade Contractor as to the portions, sections, or areas of the Work which will be occupied by the Owner and the general reason for the occupation.
 2. Have the Architect and Construction Manager determine the level of completion of the areas or sections of Work to be occupied. If appropriate, a Certificate of Substantial Completion may be issued. If the Architect and Construction Manager find the are or sections of Work to not be substantially complete, Architect and Construction Manager shall jointly determine the level of completion. Trade Contractor(s) shall no be held accountable for any damages to the Work caused by the Owner's occupancy.
 3. If required, Obtain written endorsement from Trade Contractor's insurance carrier and surety, permitting occupancy by the Owner during the remaining period of construction.
 4. Acquire any insurance policies needed to protect occupied sections of Work.
 5. Acquire all appropriate use and occupancy permits as required .
- 62.2 Owner's use and occupancy of any area or portion of the Project prior to its final completion and acceptance by the Owner does not relieve or otherwise terminate the Trade Contractor's contractual obligations, except as to insurance coverages for which the Owner shall be required to provide prior to such use and occupancy.
- 62.3 Occupancy by the Owner shall not be construed by the Trade Contractor as being an acceptance of that portion of the Project. Nor shall Owner occupancy cause any warranty period to begin, unless specifically stated.

63.0 Construction Manager's Right to Stop the Work

- 63.1 Should the Trade Contractor fail, in the opinion of the Construction Manager, to either (i) perform Work per the requirements of the Contract Documents or (ii) correct work which varies from the Contract Document requirements, Construction Manager may issue a written order to stop the Work in its entirety, or any portion thereof, until the Work is made to conform with the Contract Documents.

64.0 General Conditions Assumed by Trade Contractor

- 64.1 The Trade Contractor agrees to be bound to and assumes all of the obligations and responsibilities Construction Manager is bound to and assumes from the Owner. Responsibilities and obligations are contained in the Contract Documents, which shall include the Owner/Construction Manager Agreement. The Owner / Construction Manager Agreement is available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor.
- 64.2 Trade Contractor shall be liable to the Construction Manager for any liquidated damages for which the Construction Manager is held responsible due to the failure of the Trade Contractor to prosecute the work diligently, properly, to code, and according to trade custom.

65.0 COVID-19 Jobsite Procedures

- 65.1 As a subcontractor (referred to as "subcontractor" or "you"), you are responsible for ensuring proper procedures are followed to keep the job site safe from COVID-19. This means that you will not allow any of your employees on the job site if they have COVID-19, and you will not allow any of your employees on the job site (and will remove them from the job site if they are already on site) if they are exhibiting symptoms of COVID-19 (as set forth in the

CDC Guidelines), and you will insure that such employee(s) do not come back on the jobsite unless and until that employee has been tested for COVID-19 and has received a negative test result.

- 65.2 You are responsible each day to verify that your employees are not exhibiting the symptoms of COVID-19 before they come to the job site. You must inform your employees that if they experience any symptoms of COVID-19 that they are to immediately inform their supervisor, who shall then instruct that employee to leave the jobsite and get tested, and not allow the employee to return to the jobsite unless and until that employee has received a negative test result. If that occurs, you must also immediately inform Childers' Project Manager of such an occurrence and the test results.
- 65.3 In addition, you are required to inform all of your employees who are working at Childers' job site, that they must inform you immediately upon the discovery that they have been in contact with a person who has tested positive for COVID-19, and upon learning this information, you must immediately inform that employee to leave the job site and get tested, and inform them that they shall not return to the jobsite unless and until they receive a negative test result. You must also inform Childers' Project Manager of this occurrence and the test results.
- 65.4 In the event that one of your employees who is currently or has recently been on the jobsite tests positive, you must immediately inform Childers' Project Manager of this. Childers' Project Manager will then take the proper steps he deems appropriate to address the situation, which can include, but is not limited to, (a) requiring you to immediately have all of your employees leave the job site and get tested for COVID-19, and (b) not allowing any of your workers to return to the job site unless and until they have been tested and have received a negative test result.
- 65.5 Childers reserves the right to immediately shut down the jobsite to address any COVID-19 related issues.
- 65.6 The subcontractor shall be solely responsible for the cost of any and all testing of its employees.
- 65.7 In the event the subcontractor has to remove his employees from the jobsite related to COVID-19, Childers will endeavor to try and give the subcontractor a 14 day period to have its employees tested and re-staff the jobsite, and to adjust schedules accordingly. All employees must have a negative test result prior to the employee returning to the job site, with proof of such negative tests being provided to Childers prior to returning to the jobsite.

66.0 **CONTRACT TERMINATION**

In the event the project owner decides to terminate Childers contract due to COVID-19 related issues, Childers construction reserves the right to terminate this sub-contract. In the event of such termination, the Subcontractor shall only be entitled to be paid for the value of its work properly performed up to the time of the termination, and shall not be entitled to recover any other money or damages, including, but not limited to, lost profits, lost anticipated profits, or demobilization costs. In addition, as a condition precedent to the Subcontractor being entitled to receive this payment, Childers must receive payment from the Owner for the subcontractor's work.

67.0 **INSURANCE REQUIREMENTS**

The Trade Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

The Subcontractor agrees to, at the time of execution of this agreement, furnish the Contractor with Certificates of an insurance company (or other source). These certificates should certify that the Subcontractor is protected on the work with Workers' Compensation and Employer's Liability, and Bodily Injury, Property Damage insurance and any other insurance as required by the Contract Documents. The Subcontractor will not be permitted to start work at the construction site until these Certificates as filed with the Contractor. The Trade Contractor shall take out and maintain during the life of this Agreement,

Worker's Compensation Insurance for all of his employees connected with the work of this project. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's Compensation statute, the trade Contractor shall provide, adequate insurance, satisfactory to the Owner, for the protection of his employees not otherwise protected.

67.1 Contractor's Public Liability and Property Damage Insurance

The Trade Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance from a company with a Best Rating of "A" who is licensed to do business in the state where the work is to be performed and as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by him, and the amount of such insurance shall be the minimum limits as follows:

- **Commercial General Liability each occurrence 1,000,000.00**
- Personal & ADV Injury Per Project Aggregate – Contractual Liability 1,000,000.00
- **Per Project Aggregate – Contractual Liability - General Aggregate 2,000,000.00**
- Per Project Aggregate – Contractual Liability - Products . Comp/OP AGG 2,000,000.00
- Automobile Liability – Any Auto- Hired Autos – Non-Owned Autos
 - Combined Single Limit 1,000,000.00
- Excess Liability – Umbrella Form
 - Each Occurrence – 1,000,000.00
 - Aggregate – 1,000,000.00
- Workers Compensation and Employer's Liability – WC Statutory Limits
 - Each Accident – 100,000.00
 - Disease Each Employee – 100,000.00
 - Disease – Policy Limit – 500,000.00

In addition each Certificate shall include the following verbiage in the Description of Operations/Locations which is located at the bottom of each Certificate:

CHILDERS CONSTRUCTION CO., INC. IS INCLUDED AS ADDITIONAL INSURED (INCLUDING COMPLETED OPERATIONS) ON ALL POLICIES EXCEPT WORKERS COMPENSATION.

ALL POLICIES WILL PROVIDE A 30 DAY NOTICE OF CANCELLATION TO CHILDERS CONSTRUCTION CO., INC.

Contractual Liability - Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract. The contractor's liability shall not exclude Asbestos work liability.

EIFS Requirements

Qualified EIFS Installers:

- All EIFS installers must be trained and certified by the Manufacturer of the applicable EIFS product.
 - General Liability coverage for EIFS operations
 - Bill Childers, Inc. d/b/a Childers Construction Company, Inc., is included as additional insured (including completed operations) on the subcontractors General Liability Policy.
 - Limits of Liability of at least 500,000.00 occurrence/1,000,000 aggregate.

Review of Plans:

- Pre-construction review of plans by the EIFS installer with the EIFS manufacturer to assure that the plans provide for a proper use of the EIFS product.

Inspection and Warranty by Manufacturer:

- Jobsite inspections and final approval of installer's application by EIFS manufacturer.

Maintenance:

- Documentation of communication to owner of proper EIFS maintenance schedule and procedures.

Indemnification Rider

The Contractor's Liability Policy shall provide a "Hold Harmless" rider to cover the provisions of Article 3.18 of the referenced AIA General Conditions and this shall be so noted on the Contractor's Certificate of Insurance. Article 3.18 of the referenced AIA General Conditions is hereby revised to include the following statement

The insurance specified above shall provide that said insurance is primary coverage with respect to Subcontractor's operations hereunder.

It is expressly agreed that Ten Dollars (\$10.00) of the amount to be paid the Subcontractor pursuant to this Subcontract is given as separate consideration for the covenant of indemnification contained in this section, as well as being separate consideration for any other indemnification provided by Subcontractor in this Subcontract. Subcontractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with the WORK and shall defend, indemnify and hold harmless Contractor or Owner, or their respective officers, agents, employees, and indemnities, from and against any and all claims, losses, suits, damages, legal and otherwise, arising out of or in any way connected with Subcontractor's WORK.

Indemnity/Hold Harmless Asbestos Provision:

The Subcontractor specifically acknowledges and agrees that to the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the Architect, the Engineer and the Contractor and all of their agents and employees from and against all liability, claims damages, losses and costs including, but not limited to, reasonable attorney's fees, related to or arising out of contact with or exposure to asbestos or any material containing asbestos to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subcontractor and persons employed or utilized by the Subcontractor in the performance of this Subcontract. The indemnification and hold harmless provisions of this Subcontract are subject to a monetary limitation of the greater of either: (1) ten times the Subcontract price or (2) the limits of insurance provided as required by Article 5 of subcontract.

Certificate of Insurance:

The Construction Manager shall be furnished proof of coverage of the above required insurance. Said proof to be on the form supplied by the Construction Manager. Said certificate of insurance forms shall be completed, signed by the authorized licensed Florida Resident Agent and returned to the office of the Construction Manager. These certificates shall be dated and show:

1. 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.

Statement that the Insured will mail notice to the Construction Manager and a copy to the Architect-Engineer at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

SUPPLEMENT NO. 1

ITEM NO. 6 PREQUALIFICATION FORM

**Florida State University
BSIR 1st Floor Remodel**

Bid Packages All

This Item is a part of the contract documents. If you do not possess a PreQualification Letter from Tawni Glover with Childers Construction Co. for 2023, you are required to turn in the form on the following 8 pages to bid this project. Should you have questions, please contact Tawni Glover and she will tell you your status. 850-222-2281

Item 6 - 2023 Pre-Qualification Form

Dated this 25th day of August, 2023.





Subcontractor Prequalification Version 2023
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To: Prospective Subcontractor
Re: Childers Prequalification Packet 2023

The following packet contains pertinent policies, procedures, and forms required of any subcontractor intending to do work with Childers Construction Company. The purpose of this packet is to inform potential subcontractors of the standards held by Childers Construction Company, as well as gather contact information, insurances, etc. required by the state, insurance companies, and/or Childers Construction Company. The information gathered at this time is for pre-screening purposes only, thus it is necessary to provide us with all the items below.

Please review the attached, and return all forms and supplemental documents (listed below) to our office ASAP. **It is mandatory that this packet is fully completed and approved prior to commencement of work. Incomplete packets will NOT be approved.**

- 1 ☐ Subcontractor Prequalification Form
 - a. ☐ Copy of State of Florida Business License
 - b. ☐ Copies of City/County/State Occupational License(s) (all that apply)
 - c. ☐ Certification Certificate(s) (all that apply)
 - d. ☐ OSHA Explanation Letter (if applicable)
 - e. ☐ Additional Explanation Letters (if applicable)
- 2 ☐ References
- 3 ☐ List of Contacts & Approved Signatories
- 4 ☐ Signed W-9
- 5 ☐ General Liability COI
- 6 ☐ Workers' Compensation COI
- 7 ☐ Automobile COI
- 8 ☐ Umbrella COI

Please return completed packet to:
Tawni Glover – tawni@childers-construction.com

The policies and procedures listed below are subject to change.

I. INSURANCE REQUIREMENTS

Prior to the execution of a Subcontract Agreement and prior to commencement of any work, subcontractors must provide certificates of insurance (COI's) as proof of coverage for all insurance listed below. **No Worker's Comp exemptions.**

A. Workers' Compensation and Employers' Liability Insurance

shall be purchased and maintained in force by the subcontractor during the term of this subcontract for all employees engaged in this work under this subcontract, in accordance with the laws of the State of Florida, and, if applicable to the work involved, shall include Federal Longshoremen's and Harbor Workers' Compensation Act Coverage, **the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.** The amount of Employers' Liability Insurance shall not be less than:

Workers' Compensation Employers Liability	Statutory Requirements \$100,000 Limit Each Accident \$500,000 Limit Disease Aggregate \$100,000 Limit Disease Each Employee
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B. Commercial General Liability Insurance shall be purchased and maintained by the subcontractor during the period of construction, and for two years following the owner's acceptance of the project. Coverage shall include but not be limited to Premises and Operation and Per Project Aggregate. Limits of Coverage shall be at least:

Bodily Injury & Property Damage	\$1,000,000 Comb. Each Occurrence
Personal & Advertising Injury Liab.	\$1,000,000
Products & Completed Operations	\$2,000,000 Aggregate Limit
Bodily Injury & Property Damage	\$2,000,000 General Aggregate

C. Business Automobile Liability Insurance shall be purchased and maintained by the subcontractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury Liability	\$1,000,000 Limit Each Person
Property Damage Liability	\$1,000,000 Limit Each Accident
Or	
Bodily Injury & Property Damage Liability	\$1,000,000 Combined Single Limit Each Accident

D. Installation Floater Insurance shall be purchased and maintained by subcontractor on an "all risk" (including coverage for the perils of wind and flood) installation floater in the amount of \$150,000 or the initial subcontract price, plus the value of any subsequent modifications, whichever is greater. All deductibles under this coverage shall be paid by the subcontractor. This coverage shall be primary and non-contributory to any Builder's Risk coverage on the overall project that may be provided by the Owner or Contractor.

E. Excess Liability (Umbrella) shall be purchased and maintained by the subcontractor with a minimum limit of \$1,000,000.



Subcontractors hired by Childers Construction Company are responsible for assuring that all lower-tier subcontractors hired to work on a Childers Construction Company project are properly licensed and carry the same limits of insurance as required of subcontractors.

II. PAYMENT

A. Application for Payment

This Subcontractor shall submit progress payment applications to the Contractor No Later Than the 20th day of each month for work performed up to and including the 25th day of each month. Ten Percent (10%) of each payment shall be retained until Final Completion. All payments are subject to receipt of release of liens, warranties and guarantees as required by the Contract Documents.

B. Payment Restrictions

The Subcontractor understands and agrees that no payment (from Childers) shall be due (or owed) to the Subcontractor unless and until the Owner has paid Childers for the Subcontractor's work. Childers' receipt of payment from the Owner for the Subcontractor's work is a condition precedent to Childers' obligation to pay the Subcontractor. Subcontractor also agrees within seven working days from receipt of payment from Childers Construction, the subcontractor will pay each supplier, consultant and or lower tier subcontractor, the amount to which said supplier, consultant or lower tier subcontractor is entitled from said payment received from Childers Construction. Subcontractor will preserve all accounting and project records for a period of 4 years after final acceptance of work. Childers Construction reserves the right to audit the subcontractors accounting records if required by the owner.

C. Final Payment

Application – Upon final acceptance of the Subcontractor's Work by the Owner, the Contractor and the Architect, the Subcontractor shall make application for final payment and shall submit to the Contractor:

1. An Affidavit that all labor, materials, equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
2. Final Release of Lien
3. Consent of Surety to Final Payment, if required by the Contractor;
4. Close – Out Documents required by the Contract Documents.



**Subcontractor Prequalification
General Data**

If planning to bid on a specific project, list that project name below:

FSU – BSIR 1st Floor Remodel

☐ I am filling this form out for general purposes and not for a particular project I plan to bid.

Legal Business Name: _____

Owner(s): _____

Physical Address: _____

Mailing Address: _____

Phone No.: _____ **Main Email:** _____

Company Website: _____

Please write a brief description of the type of work or trade you perform:

Number of Employees: _____ **Years Performing Work:** _____

Work consists of: ☐ Labor Only ☐ Labor & Materials ☐ Materials Only

Percentage of work to be performed by: Own Workforce _____% Sub-Subcontractors _____%

FEIN or SSN: _____

Provide a copy of the following licenses:

State of FL Contractors License Number: _____

Are there any pending judgements against you or your company?

**** If yes, please attach explanation letter.***

☐ Yes

☐ No



HAS FIRM EVER:

Failed to Complete a Project

☐ Yes

☐ No

** If yes, please attach explanation letter.*

Been Involved in Bankruptcy or Reorganization

☐ Yes

☐ No

** If yes, please attach explanation letter.*

Been on Federal Vendors Debarred or Suspended List

☐ Yes

☐ No

** If yes, please attach explanation letter.*

SAFETY:

Does Firm Have a Written Safety Program?

☐ Yes

☐ No

Does Firm Have a Written Hazardous Communication Program?

☐ Yes

☐ No

Has Firm Ever Been Cited by OSHA within the Last 3 Years?

☐ Yes

☐ No

** If yes, please attach OSHA letter outlining violations.*

W/M.B.E. or SERVICE-DISABLED VETERAN CLASSIFICATION:

Is Firm a Minority Business Enterprise (MBE)?

☐ Yes

☐ No

** If yes, please attach copy of all certifications received by firm.*

☐ Black/African American ☐ Hispanic/Mexican ☐ Other

Is Firm a Women/Minority Business Enterprise (W/MBE)?

☐ Yes

☐ No

** If yes, please attach copy of all certifications received by firm.*

Is Firm a Service-Disabled Veteran Owned Business?

☐ Yes

☐ No

** If yes, please attach copy of all certifications received by firm.*

Are you Certified with either (i) the State of Florida, Department of Labor and Employment Security; (ii) a County in Florida; (iii) a City in Florida; or (iv) a school board in Florida?

☐ Yes

☐ No

** If yes, please attach copy of all certifications received by firm.*

Is Firm a Certified W/MBE or Service-Disabled Veteran Owned Business in another state?

** If yes, which state? _____*

☐ Yes

☐ No

** If yes, please attach copy of all certifications received by firm.*



**Subcontractor Prequalification
Financial Data**

FINANCIAL INFORMATION:

Volume of Work Completed in the Last Three (3) Years:

2020: \$ _____ 2021: \$ _____ 2022: \$ _____

Work Currently Under Contract: \$ _____

Name of Bank: _____ Contact: _____

Phone No.: _____

BONDING

Does Firm Have Bonding Capabilities? ☐ Yes ☐ No

** If yes, please answer the following:*

Bonding Limit per Project: \$ _____

Total Aggregate Bonding Limit: \$ _____

Value of Work Presently Bonded: \$ _____

Bonding Agent:

Company: _____

Address: _____

Phone No.: _____ Contact: _____

AM Best or S&P Rating of Bonding Company? _____

Check Disbursement Option:

☐ Pick-up ☐ Mail ☐ FedEx FedEx Account No.: _____

I, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED ON THIS FORM IS TRUE AND COMPLETE.

DATED THIS _____ DAY OF _____, 2022/23

Signature

Name & Title



**Subcontractor Prequalification
References**

Please supply **TWO (2)** references for both Material Suppliers and General Contractors – **other than Childers.**

REFERENCES

Material Suppliers:

Name : _____ Address: _____

Phone No.: _____ Contact: _____ Email: _____

Name : _____ Address: _____

Phone No.: _____ Contact: _____ Email: _____

General Contractor: (other than Childers)

Name : _____ Address: _____

Phone No.: _____ Contact: _____ Email: _____

Name : _____ Address: _____

Phone No.: _____ Contact: _____ Email: _____

List your TWO (2) Largest Projects Currently Under Construction: (30% complete or more)

Project Name: _____

Location: _____

General Contractor: _____ Contact: _____

Phone No.: _____ Email: _____

Contract Amount: \$_____ Percent Complete: ____% Estimated Completion Date: _____

Project Name: _____

Location: _____

General Contractor: _____ Contact: _____

Phone No.: _____ Email: _____

Contract Amount: \$_____ Percent Complete: ____% Estimated Completion Date: _____



**Subcontractor Prequalification
Contacts & Approved Signatories**

Please provide the contact information below. If applicable, check all officers of your organization approved to sign documents. We will only accept the signature of an officer from those who are indicated below. Checks will be released only after lien waivers have been signed by an approved signatory.

Owner:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

Administrative Contact:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

Accounts Receivable Contact:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

Estimator/Bid Notification Contact:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

Other Contact:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

Other Contact:

Name: _____ Title: _____ Phone No.: _____

Email: _____ Approved Signatory: ☐ Yes ☐ No

To be signed by Owner:

Printed Name

Title

Signature

Date



SUBCONTRACT

This agreement is made this 8th day of September 2023, by and between **Childers Construction Company and John Doe, Inc.**, to perform the work identified in Article 3 in accordance with the Contract Documents.

Project:	John Doe's Project John Doe's Location Tallahassee, Florida 12345
Contractor:	Childers Construction Company 3472 Weems Rd., Unit 1 Tallahassee, Florida 32317
Subcontractor:	John Doe, Inc. PO Box 1234 Tallahassee, FL 12345
Architect:	Joe Architect Joe's Road Tallahassee, Florida 12345
Owner:	Joe Owner PO Box 1234 Tallahassee, FL 12345

Article 1

Subcontract Sum

The Contractor shall pay the Subcontractor, **John Doe, Inc.**, in current funds for satisfactory performance of the Subcontract, the Contract Sum of **Seventy Four Thousand Nine Hundred Forty-Eight Dollars (\$74,948.00)**, subject to additions and deductions provided in the Contract Documents.

Application for Payment

This Subcontractor shall submit progress payment applications to the Contractor No Later Than the 20th day of each month for work performed up to and including the 25th day of each month.

Ten Percent (10%) of each payment shall be retained until Final Completion.

All payments are subject to receipt of release of liens, warranties and guarantees as required by the Contract Documents.

In the event that Childers receives a pay request/pay application from the Subcontractor that is inaccurate, seeks payment for work not properly performed, seeks payment for defective or incomplete work, or if there are back charges that Childers reasonably believes are owed to Childers by the Subcontractor, then Childers, in its sole discretion, has the right to edit, modify, and/or reduce Subcontractor's pay requests/pay applications to properly reflect what Childers believes to be the proper amount for such pay request/pay application.

Payment Restrictions

The Subcontractor understands and agrees that no payment (from Childers) shall be due (or owed) to the Subcontractor unless and until the Owner has paid Childers for the Subcontractor's work. Childers' receipt of payment from the Owner for the Subcontractor's work is a condition precedent to Childers' obligation to pay the Subcontractor. Subcontractor also agrees within seven working days from receipt of payment from Childers Construction, the subcontractor will pay each supplier, consultant and or lower tier subcontractor, the amount to which said supplier, consultant or lower tier subcontractor is entitled from said payment received from Childers Construction. Subcontractor will preserve all accounting and project records for a period of 4 years after final acceptance of work. Childers Construction reserves the right to audit the subcontractors accounting records if required by the owner.

Final Payment

Application – Upon final acceptance of the Subcontractor's Work by the Owner, the Contractor and the Architect, the Subcontractor shall make application for final payment and shall submit to the Contractor:

- a) An Affidavit that all labor, materials, equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
- b) Final Release of Lien
- c) Consent of Surety to Final Payment, if required by the Contractor;
- d) Close – Out Documents required by the Contract Documents.

Article 2

Time of Commencement and Completion

- 1.1 The Subcontractor shall start the work upon Notice To Proceed and shall execute the work with diligence and dispatch so as to maintain schedules established by the Contractor / Construction Manager.
- 1.2 The Subcontractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revision will be made available for the Subcontractor's information at the office of the Contractor / Construction Manager. It is the sole responsibility of the Subcontractor to attend job meetings, keep itself informed of any revisions and conform to any such revision.
- 1.3 If the Subcontractor should fail to maintain the Contractor's / Construction Manager's Progress Schedule, the Contractor / Construction Manager reserves the right, either by letter, telegram or telephone to the Subcontractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge thereof to the Subcontractor.
- 1.4 Time is of the essence in the Agreement.

Article 3

Scope of Work

No changes to this Subcontract Agreement will be accepted.

This Subcontractor agrees to commence the work herein described upon notification by the Contractor and to complete the work in accordance with the Contractors' Schedule and the Contract Documents.

This Subcontractor shall furnish all labor, materials and equipment necessary to complete the Demolition/Asbestos Abatement. The Scope of Work includes all labor, material and equipment necessary to complete the demolition/asbestos abatement per plans and specifications by BKJ Architectures dated May 24, 2023 (including all addenda).

Article 4

Changes

The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

Article 5

Insurance and Indemnity

The Subcontractor agrees to, at the time of execution of this agreement furnish the Contractor with Certificates of an insurance company (or other source). These Certificates should certify that the Subcontractor is protected on the work with Workers' Compensation and Employer's Liability, and Bodily Injury, Property Damage insurance and any other insurance as required by the Contract Documents. The Subcontractor will not be permitted to start work at the construction site until these Certificates are filed with the Contractor. The Trade Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's Compensation statute, the trade Contractor shall provide, adequate insurance, satisfactory to the Owner, for the protection of his employees not otherwise protected.

The amounts and types of insurance shall conform to the following minimum requirement, or if (Contractor's) contract with Owner has higher coverage requirements, higher insurance coverages shall be met. Current insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements, and companies providing such coverages must be acceptable to the contractor.

- a) **Workers' Compensation and Employers' Liability Insurance** shall be purchased and maintained in force by the subcontractor during the term of this subcontract for all employees engaged in this work under this subcontract, in accordance with the laws of the State of Florida, and, if applicable to the work involved, shall include Federal Longshoremen's and Harbor Workers' Compensation Act Coverage, **the Jones Act, or under laws regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.** The amount of Employers' Liability Insurance shall not be less than:

**Workers' Compensation
Employers Liability**

**Statutory Requirements
\$100,000 Limit Each Accident
\$500,000 Limit Disease Aggregate
\$100,000 Limit Disease Each Employee**

- b) **Commercial General Liability Insurance** shall be purchased and maintained by the subcontractor during the period of construction, and for two years following the owner's acceptance of the project. Coverage shall include but not be limited to Premises and Operation and Per Project Aggregate. Limits of Coverage shall be at least:

Bodily Injury & Property Damage	\$1,000,000 Comb. Each Occurrence
Personal & Advertising Injury Liab.	\$1,000,000
Products & Completed Operations	\$2,000,000 Aggregate Limit
Bodily Injury & Property Damage	\$2,000,000 General Aggregate

- c) **Business Automobile Liability Insurance** shall be purchased and maintained by the subcontractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	\$1,000,000 Combined Single Limit Each Accident
--	--

- d) **Installation Floater Insurance** shall be purchased and maintained by subcontractor on an "all risk" (including coverage for the perils of wind and flood) installation floater in the amount of \$150,000 or the initial subcontract price, plus the value of any subsequent modifications, whichever is greater. All deductibles under this coverage shall be paid by the subcontractor. This coverage shall be primary and non-contributory to any Builder's Risk coverage on the overall project that may be provided by the Owner or Contractor.
- e) **Excess Liability (Umbrella)** shall be purchased and maintained by the subcontractor with a minimum limit of \$1,000,000.

Indemnification

To the fullest extent permitted by law, the subcontractor shall defend, indemnify, and hold harmless Contractor and their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the contract or the performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this Agreement. The monetary limitation for this indemnification is three million dollars (\$3,000,000.00) per occurrence and the parties acknowledge and agree that this amount bears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents, if any.

The subcontractor's duty to defend the Contractor is broader and is several from the duty to indemnify the Contractor, and the duty to defend arises when the claim, damage, loss or expense is either (a) alleged to have been caused in whole or in part by the negligent acts or omissions of the subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, or (b) actually caused in whole or in part by the negligent acts or omissions of the subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

All policies, except for Workers' Compensation policies, shall name the Contractor as an additional insured (including completed operations) with primary coverage. All policies shall include a provision for waiver of subrogation in favor of the Contractor. All insurance shall expressly provide that no amendment or cancellation of any policy shall be effective until 30 days' written notice to Contractor, and that Owner is an additional insured to the extent that Contractor is required to provide insurance coverage for the Owner under the Contract. Before starting the work and at any time Contractor so requests, Subcontractor shall furnish certificates satisfactory to Contractor evidencing the required insurance. The failure of Subcontractor to supply such certificates or any payment by Contractor prior to receipt of certificates shall not diminish Subcontractor's duty to maintain the required insurance or to supply such certificates.

In addition, each Certificate shall include the following verbage in the Description of Operations/Locations which is located at the bottom of each Certificate:

CHILDERS CONSTRUCTION CO. IS INCLUDED AS ADDITIONAL INSURED (INCLUDING COMPLETED OPERATIONS) ON ALL POLICIES EXCEPT WORKERS COMPENSATION.

ALL POLICIES WILL PROVIDE A 30 DAY NOTICE OF CANCELLATION TO CHILDERS CONSTRUCTION CO.

EIFS Requirements

Qualified EIFS Installers:

- All EIFS installers must be trained and certified by the Manufacturer of the applicable EIFS product.

- *General Liability coverage for EIFS operations

- *Childers Construction Company is included as additional insured (including completed operations) on the subcontractors General Liability Policy.

- *Limits of Liability of at least \$1,000,000 occurrence/\$2,000,000 aggregate.

Review of Plans:

-Pre-construction review of plans by the EIFS installer with the EIFS manufacturer to assure that the plans provide for a proper use of the EIFS product.

Inspection and Warranty by Manufacturer:

-Jobsite inspections and final approval of installer's application by EIFS manufacturer.

Maintenance:

-Documentation of communication to owner of proper EIFS maintenance schedule and procedures.

Indemnity/Hold Harmless Asbestos Provision

The Subcontractor specifically acknowledges and agrees that to the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the Architect, the Engineer and the Contractor and all of their agents and employees from and against all liability, claims damages, losses and costs including, but not limited to, reasonable attorney's fees, related to or arising out of contact with or exposure to asbestos or any material containing asbestos to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subcontractor and persons employed or utilized by the Subcontractor in the performance of this Subcontract. The indemnification and hold harmless provisions of this Subcontract are subject to a monetary limitation of the greater of either: (1) ten times the Subcontract price or (2) the limits of insurance provided as required by Article 5 of subcontract.

Article 6

Safety

The Subcontractor fully understands and will comply with all Childers Construction Company Contractor Safety Requirements and all Federal (OSHA), State and Local requirements. The Subcontractor understands that failure to comply with these rules and regulations could result in disciplinary action.

In the event that Childers Construction receives an OSHA fine due to a safety violation committed by your employees or subcontractors, you agree to reimburse Childers for the cost of the OSHA fine including fees for mediation and representation to reach a settlement agreement with OSHA.

All Subcontractors will be required to submit a written copy of the following prior to the execution of the Construction Manager Trade Contractor Agreement.

1. *Written Safety Program*
2. *Written Hazardous Communication Program*
3. *Material Data Sheets (for all products anticipated to be used In conjunction with their work)*

Safety Provision

The Subcontractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provision of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Subcontractor shall erect and properly maintain at all times, guards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as hoists, elevator hatchways, scaffolding, stairways, and falling materials. The Subcontractor acknowledges and agrees that neither the Owner, the Owner's Representative, the Architect or the Contractor is responsible for the safety of the work and the Subcontractor is not relying on the Owner, the Owners Representative, the Architect or the Contractor to inspect, observe, or otherwise administer any safety program at the work.

Article 7

Warranty

This Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Substantial Completion of the project or per Contract Documents, whichever is longer.

Article 8

Electronic Execution

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Article 9

COVID-19 Jobsite Procedures

As a subcontractor (referred to as "subcontractor" or "you"), you are responsible for ensuring proper procedures are followed to keep the job site safe from COVID-19. This means that you will not allow any of your employees on the job site if they have COVID-19, and you will not allow any of your employees on the job site (and will remove them from the job site if they are already on site) if they are exhibiting symptoms of COVID-19 (as set forth in the CDC Guidelines), and you will ensure that such employee(s) do not come back on the jobsite unless and until that employee has been tested for COVID-19 and has received a negative test result.

You are responsible each day to verify that your employees are not exhibiting the symptoms of COVID-19 before they come to the job site. You must inform your

employees that if they experience any symptoms of COVID-19 that they are to immediately inform their supervisor, who shall then instruct that employee to leave the jobsite and get tested, and not allow the employee to return to the jobsite unless and until that employee has received a negative test result. If that occurs, you must also immediately inform Childers' Project Manager of such an occurrence and the test results.

In addition, you are required to inform all of your employees who are working at Childers' job site, that they must inform you immediately upon the discovery that they have been in contact with a person who has tested positive for COVID-19, and upon learning this information, you must immediately inform that employee to leave the job site and get tested, and inform them that they shall not return to the jobsite unless and until they receive a negative test result. You must also inform Childers' Project Manager of this occurrence and the test results.

In the event that one of your employees who is currently or has recently been on the jobsite tests positive, you must immediately inform Childers' Project Manager of this. Childers' Project Manager will then take the proper steps he deems appropriate to address the situation, which can include, but is not limited to, (a) requiring you to immediately have all of your employees leave the job site and get tested for COVID-19, and (b) not allowing any of your workers to return to the job site unless and until they have been tested and have received a negative test result.

Childers reserves the right to immediately shut down the jobsite to address any COVID-19 related issues.

The subcontractor shall be solely responsible for the cost of any and all testing of its employees.

In the event the subcontractor has to remove his employees from the jobsite related to COVID-19, Childers will endeavor to try and give the subcontractor a 14-day period to have its employees tested and re-staff the jobsite, and to adjust schedules accordingly. All employees must have a negative test result prior to the employee returning to the job site, with proof of such negative tests being provided to Childers prior to returning to the jobsite.

Article 10

Contract Termination

In the event the project owner decides to terminate Childers contract due to COVID-19 related issues, Childers construction reserves the right to terminate this sub-contract. In the event of such termination, the Subcontractor shall only be entitled to be paid for the value of its work properly performed up to the time of the termination, and shall not be entitled to recover any other money or damages, including, but not limited to, lost profits, lost anticipated profits, or demobilization costs. In addition, as a condition precedent to the Subcontractor being entitled to receive this payment, Childers must receive payment from the Owner for the subcontractor's work.

Article 11

Special Provisions

In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

John Doe, Inc.

Date

By: _____

Subcontractor's Federal Tax ID Number: _____

Childers Construction Company

By: Wallis Walker III / Project Manager

Date