

PROJECT MANUAL
VOLUME 1 OF 3
100% CONSTRUCTION DOCUMENTS
May 9, 2025



Griffin Middle School
PHASE 2 – Gymnasium
Leon County Schools

Architect



Architects Lewis + Whitlock
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Consultant Team

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SECTION A

ADVERTISEMENT

Invitation to Bid

Construction Manager to Insert Advertisement

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SECTION B

ADDITIONAL INSTRUCTION TO BIDDERS

Contractors bidding the project may secure Bidding Documents at: (Insert Place, address, telephone, etc.)

1. DEFINITIONS:

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

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

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

1.04 "Small Business Enterprise" (SBE) shall mean a business whose SBE Certification is recognized, effective and accepted by the District SBDO Program with an annual gross income of less than \$2 million at the time of application or with less than fifteen (15) full-time employees.

2. BIDDER'S REPRESENTATION:

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

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

2.03 Each Bidder must comply with the level two background screening requirements set forth in LCSB Policy 8475 and Florida law. LCSB Policy 8475 states, in part, "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32."

2.03.1 Reciprocity of Florida School I.D. Badges: If respondent has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor i.d. badge. Respondent should check with the Safety & Security Department Fingerprint Services office (850)487-7293. to verify clearance and obtain a vendor i.d. badge.

3. BIDDING PROCEDURES:

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

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

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

3.04 Prior to the date designated for receipt of bids, any issued Addenda will be mailed or delivered to each qualified General Contractor recorded by the Architect as having received the Bidding Documents, and will be available from the Construction Manager.

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

For more information please contact **Rod McQueen, Director of Small Business Development Office, Leon County Schools, Tallahassee, Florida. Telephone: 850-617-5912** or <http://leonschools.schoolwires.net/Domain/242>

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

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

4. EXAMINATION OF DOCUMENTS AND SITE:

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

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

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

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

5. SUBSTITUTIONS:

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

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

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

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

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

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

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

6. REJECTION OF BIDS:

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

6.02 The Owner reserves the right to reject any or all Bids when such rejection is in the interest of the Owner, and to reject the Bid of a Bidder who is not in a position to perform the Contract, or whose list of subcontractors is improperly prepared, or not included in the Bid.

7. PERFORMANCE BOND AND PAYMENT BOND:

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

7.02 The Subcontractor shall be required to furnish a Performance Bond and Payment Bond as required in the Construction Manager Bid Documents.

8. FAMILIARITY WITH LAWS:

8.01 The Bidder shall be familiar with and shall perform work in accordance with all Federal, State and local laws, ordinances, rules, regulations and Leon County Schools Policy affecting the work. Special

attention is called to, but not limited to, 1) s. 1013.371, Florida Statutes, 2) s.1013.45(4), 3) the State Requirements for Educational Facilities, Florida Building Code and the Local Environmental Ordinances.

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

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

9. ASSESSMENTS AND TAXES:

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

10. FLORIDA PRODUCTS AND LABOR

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

10.02 LCSB Purchasing Policies – Local Preference Part III

It shall be the policy of the Leon County School Board to afford local preference to the lowest responsive Leon County vendors and Florida vendors in accordance with the terms set forth in Board Policy 6450 Local Purchasing - <https://go.boarddocs.com/fla/leon/Board.nsf/Public>

11. ALTERNATES:

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

12. BIDDER'S QUALIFICATIONS:

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

13. LICENSE:

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

14. DISQUALIFICATION OF BIDDER:

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

15. HAZARDOUS MATERIALS AND WASTE:

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

Said notification shall contain the following:

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

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

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

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

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

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

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

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

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SECTION C

BID FORM

Construction Manager to Insert Bid Form

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SECTION C

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SECTION D

Construction Manager to Provide

LISTING OF SUBCONTRACTORS

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

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

ATTENTION: Director of Construction

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

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

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

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

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

Name of Firm

Signed By:

Title:

Address/Zip:

Telephone No. :

Contractor Certificate No.:

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SECTION E

SUBCONTRACTOR BID BOND

Construction Manager to Insert Bond Requirements for Subcontractors

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SECTION F

ACCEPTABLE SURETY COMPANIES

GENERAL:

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

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

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

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

Surety Company shall have at least the following minimum ratings:

REQUIRED FINANCIAL CONTRACT AMOUNT

\$1 to 1,000,000
\$1,000,000 OR MORE

REQUIRED RATING 1*

A - or Better [per 2014 S.R.E.F. 4(1)(a)(2)]
A - or Better

*Best's Financial Rating.

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

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

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

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SECTION G

CONTRACT BONDS

Construction Manager to Insert Subcontractor Contract Bond Requirements

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SECTION H

SUBCONTRACTORS

1.1 DEFINITIONS

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

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

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

1.2.1 The Owner desires to have the best construction product at the lowest cost possible. Therefore, the Owner requires that the Contractors have a minimum of three (3) sealed bids for each division on all Owner construction projects. Before opening any sealed bids the Contractor will verify that three (3) sealed bids from pre-qualified sub-contractors have been received for each division. If less than three (3) sealed bids are received in any division, those sealed bids will be unopened and returned to for rebidding. The Contractor may only proceed with fewer than three (3) sealed bids for good cause, which shall be justified in writing by the Contractor and approved in writing by the project Architect and the Owner Director of Construction or his or her designee.

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

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

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

1.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased by the lesser of the following: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect exceeds the amount set forth in the Schedule of Values which is applicable to the Work

covered by such subcontract. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

1.2.5 The contractor shall provide LCS and the architect/engineer of record a copy of the signed bid tabulation sheets at the completion of the sealed bid opening.

1.2.6 The Contractor shall within fifteen (15) days of execution of the subcontractor's contract submit to the Owner copies of each subcontractor's contract.

1.3 SUB CONTRACTUAL RELATIONS

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

1.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

END OF SECTION H

SECTION I

LIQUATED DAMAGES

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

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

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SECTION J

INSURANCE

INSURANCE CERTIFICATIONS –GENERAL:

CONTRACTORS INSURANCE CERTIFICATIONS:

Certifications are required for compliance with LCS General Conditions for Contractor's Liability.

11.1 CONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

11.1.4.1.2.1 Broad Form All States Endorsement

11.1.4.1.2.2 Voluntary Compensation Endorsement

11.1.4.2 Commercial General Liability Insurance, on an “occurrence” basis, including:

11.1.4.2.1 Bodily injury and Property Liability

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

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

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

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

11.1.4.2.2.1 Premises – Operations Liability

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

11.1.4.2.2.3 Blanket Contractual Liability Insurance (including Completed Operations).

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

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

11.1.4.2.2.6 Railroad Protective Liability Insurance.

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

11.1.4.4 Umbrella Liability Insurance covering all operations of the Contractor:

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

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

11.1.4.4.3 List Leon County School Board as “Additional Insured” to General Liability Insurance.

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

11.2 PROPERTY INSURANCE

11.2.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies

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

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

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

11.3 DEDUCTIBLES

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

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

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

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

11.4 OWNER'S LIABILITY INSURANCE

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

11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

11.5.3 The form of the Performance and Payment Bonds shall be as prescribed in Section 255.05, Florida Statutes. The original bond documents shall be recorded with the Clerk of the Court in the public records of Leon County, Florida, and two (2) certified copies of the recorded documents shall be provided to the Owner.

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

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

END OF SECTION J

SECTION K

CONTRACT DOCUMENTS COMPONENT PARTS:

The Contract Documents shall consist of the following component parts.

Construction Manager to Insert Copy of Draft Subcontractor Contract

END OF SECTION K

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SECTION L:

SMALL BUSINESS DEVELOPMENT PROGRAM

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

<http://www.neola.com/leonfl/seach/policies/po6325.htm>

Webpage: <http://www.leonschools.net/Domain/242>

For more information contact Rod McQueen, Director of Small Business Development Office, Leon County Schools, Tallahassee, FL, Telephone: 850-617-5912.

End of Section L.