

SECTION 00600

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS: that _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto COLUMBIA COUNTY BOARD OF COUNTY COMMISSION

as Oblige, hereinafter called Owner, in the amount of _____ Dollars(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for:

FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

in accordance with Drawings, Project Manual and Related Addenda (hereinafter referred to as the Contract Documents) prepared by:

CRAIG SALLEY AND ASSOCIATES, ARCHITECTS
3911 Newberry Road, Suite D
Gainesville, Florida 32607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, and shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract sum; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract sum", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS ____ DAY OF _____, A.D. 20__.

(Signature for Contractor) (SEAL)

(Signature of Witness)

(Type Name & Title)

(Signature of Attorney-In-Fact*) (SEAL)

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)

(Signature of Witness)

(Type Name & Social Security Number)

- Attorney-In-Fact who signs this Bond must file with it a Certified copy of his Power of Attorney to sign said Bond.

END OF SECTION

SECTION 00605

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS: that _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto COLUMBIA COUNTY BOARD OF COUNTY COMMISSION

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the in the amount of Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, A.D., 20____, entered into a contract with Owner for:

FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

in accordance with Drawings, Project Manual and Related Addenda (hereinafter referred to as the Contract Documents) prepared by:

CRAIG SALLEY AND ASSOCIATES, ARCHITECTS
3911 Newberry Road, Suite D
Gainesville, Florida 32607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is as follows:

1. A claimant is defined as one having a direct Contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract.

2. Contractor shall promptly make all payments owing when due to all persons whose claims derive directly or indirectly from the prosecution of the Work provided for in the Contract, then this bond is void; otherwise, it remains in full force and effect.
3. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him. No such action shall subject the Owner to any cost, expense, loss or damage, and Contractor shall promptly pay Owner for the full measure of all cost, expense, loss, damage, and attorneys' fees sustained by Owner as a result of any default by Contractor under the Contract.
4. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within forty-five (45) calendar days after beginning to furnish labor, materials, equipment, or supplies for the prosecution of the work, furnish the Contractor with a written notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within ninety (90) calendar days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one (1) year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.
5. An action against the Surety or the Contractor or both, may be brought in the County in which the Work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
6. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract.
7. Neither any change in or under the Contract Documents, nor any compliance or noncompliance with any formalities provided in the Contract or the change shall relieve the Surety of its obligations under this bond.

SIGNED AND SEALED THIS _____ DAY OF _____, A.D., 20____.

(Signature for Contractor) (SEAL)

(Signature of Witness)

(Type Name & Title)

(Signature of Attorney-In-Fact*) (SEAL)

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)

(Signature of Witness)

(Type Name & Social Security Number)

- * Attorney-In-Fact who signs this Bond must file with it a Certified copy of his Power of Attorney to sign said Bond.



ACCEPTABLE SURETY COMPANIES

To be acceptable to the Owner as Surety on Performance Bond and Labor and Material Payment Bond, a Surety company shall comply with the following provisions:

1. The Surety company must be authorized to do business in the State of Florida.
2. The Surety company shall have been in business and have a record of continuous operations for at least five (5) years.
3. The Surety company shall have at least the following minimum ratings:

CONTRACT AMOUNT			REQUIRED FINANCIAL RATING	REQUIRED MINIMUM SURPLUS
0	to	500,000.00	BBBB+	3,750,000.00
500,000	to	750,000.00	AA	5,000,000.00
750,000	to	1,000,000.00	AA+	7,000,000.00
1,000,000	to	1,250,000.00	AAA	10,000,000.00
1,250,000	to	1,500,000.00	AAA+	12,500,000.00
1,500,000	to	2,000,000.00	AAAA	15,000,000.00
2,000,000	to	2,500,000.00	AAAA+	20,000,000.00
2,500,000	or more		AAAAA	25,000,000.00

1. Best's Financial Ratio.
 2. Surplus - Policyholder's surplus is the sum paid in capital and surplus funds in stock companies and surplus funds as regards mutual companies.
- b. Best's Policyholder's Rating of "A" (which signifies "excellent" based upon good underwriting, economic management, adequate reserves for undisclosed liability, net resources for unusual stock and sound investment), or an equivalent rating from the Insurance Commissioner, if not rated by Best's.
4. The Surety company shall not expose itself to any loss on any one risk in an amount exceeding 10% of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk which shall have been 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 hereinbefore.
 - b. In the case of a Surety insurance company, there shall be deducted, in addition to the deduction for reinsurance, the amount assumed by any co-surety for the value of any security deposited, pledged, or held subject to the consent of the Surety and for the protection of the Surety.

END OF DOCUMENT



SECTION 00700

GENERAL CONDITIONS AND SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL CONDITIONS

General Conditions of the Contract for Construction, Document A-201 of the American Institute of Architects, Thirteenth Edition, August 1976, Pages 1-19 inclusive, except as modified, changed, deleted from or added to, in the basic Contract or in the Supplementary General Conditions, by this reference are made a part of the Contract between the Owner and the Contractor. Copies of these General Conditions are on file in the office of the Architect and may be examined upon request.

PART 2 SUPPLEMENTARY GENERAL CONDITIONS:

The Supplementary General Conditions modify, change, delete from, or add to the General Conditions of the Contract for Construction, Pages 1-19 inclusive, Document A-201, Thirteenth Edition, August 1976, and shall take precedence over them. Where any Article, paragraph, subparagraph or clause of the General Conditions is modified, changed, or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, paragraph, subparagraph or clause shall remain in effect. The Supplementary General Conditions also contain Special Provisions, Articles 15, 16 and 17 as stipulated herein after.

PART 3 ARTICLES

Article 1 Contract Documents:

1.1 Definitions:

Add the following subparagraph and related clause:

1.1.5 Miscellaneous Definitions:

1.1.5.1 The term "product" includes materials, equipment, and systems.

1.2 Execution, Correlation and Intent:

1.2.3 Delete this subparagraph in its entirety and substitute the following subparagraph and related clause:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be completely compatible and fully functional without additional cost to the Owner. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Add the following subparagraph and related clauses:

1.2.5 Precedence:

- 1.2.5.1 Supplementary General Conditions shall govern over standard A.I.A. General Conditions; but neither the Supplementary General Conditions nor the standard A.I.A. General Conditions shall govern over the basic Contract. Addenda and Change Orders supersede only affected portions of the Contract Documents.
- 1.2.5.2 Should any provision of the Florida Statutes or other State Regulations conflict with any of the General Conditions, the provisions of the State requirements shall govern; where there are no State requirements involved, the General Conditions shall govern.
- 1.2.5.3 Should the Drawings and Specifications conflict on any point, the Work shall be performed according to the Specifications in-so-far as the quality of materials and workmanship is concerned; but the Drawings shall govern in-so-far as the form or extent of the work is concerned.
- 1.2.5.4 Should details and schedules shown on the Drawings conflict on any point, provide what is required to furnish a complete system or installations as directed by the Architect. Large scale details, plans and elevations shall prevail over small-scale details, plans and elevations. Figure dimensions shall prevail over scaled dimensions. Where dimensions are shown as plus or minus (+) confirm with Architect before proceeding with construction.

Article 2 Architect:

2.2 Administration of the Contract:

2.2.3 Add the following clause to this subparagraph:

- 2.2.3.1 If on-site reviews and observations disclose defects and deficiencies, or Work not being carried out in accordance with the Contract Documents, the Architect shall request the Contractor to correct such deficiencies. If the Contractor fails to take corrective action within a reasonable time, **not to exceed ten (10) calendar days, the Architect will notify the Owner in writing with a copy of such notice to the Contractor and the Bonding Company**, calling the Owner's attention to the Contractor's failure to carry out the provisions of the Contract.

Article 3 Owner:

3.2 Information and Services Required by the Owner:

3.2.5 Delete this subparagraph in its entirety and substitute the following:

Owner, through the Architect, will provide Contractor, free of charge, ten (10) sets of Drawings, Project Manuals, and related Addenda upon award of the Contract. If additional sets are required by the Contractor, they will be provided for the cost of duplication and handling.

Article 4 Contractor:

4.1 Definition:

4.1.1 Add the following clause to this subparagraph:

4.1.1.1 Contractor: Any individual, firm, partnership or corporation entering into an agreement to perform as "General" or "Prime" Contractor the Work specified herein.

4.2 Review of Contract Documents:

4.2.1 Add the following clause to this subparagraph:

4.2.1.1 Should errors, discrepancies or omissions be found in any of the Contract Documents, or if some question arises concerning the intent of same, the Architect shall be notified immediately, in writing. In the event of the Contractor's failure to give such notice, he will be held responsible for the results of any such errors, discrepancies or omissions and the cost of rectifying same.

4.4 Labor and Materials:

4.4.1 Add the following clauses to this subparagraph:

4.4.1.1 The Contractor shall make arrangements and pay for temporary electrical service connections to utility company power with a temporary meter (generators not acceptable) Owner will pay for all electrical power used during the course of the project. A telephone land line shall be required to execute the Work. Contractor may use water available on site at no cost to him. The installation of temporary equipment and utilities, including a telephone land line and working fax machine, is required for the execution of the Work and the maintenance of same shall be the responsibility of the Contractor.

4.4.1.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents, and/or as agreed upon with or directed by, the Architect.

Add the following subparagraph and related clause:

4.4.3 The Owner will require of the Contractor that, to the extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, shall be given to residents of this County, when such labor is available and fully qualified to do the type of work required.

4.4.3.1 Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.

4.7 Permits, Fees and Notices

4.7.1 Delete this subparagraph in its entirety. NOTE: This Project is exempt from all county, district, municipal, or local building codes, interpretations and assessments of local fees for building permits, ordinances and impact fees or service availability fees. This Project shall comply, however, with the State Requirements for Educational Facilities (S.R.E.F.) as outlined in the Florida Building Code 2004 Edition and 2006 Supplement, as outlined in paragraph CODES AND REFERENCE STANDARDS of Section 01005, ADMINISTRATIVE PROVISIONS.

4.7.2 **This Project is subject, however, to requiring a Building Permit being issued by the Building Code Administrator.** Said Building Permit shall also serve as the Notice to Proceed of the same date, in the absence of a separate Notice to Proceed.

4.9 Superintendent

Add the following subparagraph and related clauses:

4.9.2 Submit work experience and references of proposed Superintendent for Architect's review and approval prior to his assignment to this Project. An approved Superintendent shall not be removed from the Project without the prior approval of the Architect. Proposed Superintendent must have minimum of 7 years experience, with 5 years experience on other projects of similar size and complexity. The Contractor shall, upon demand from Owner and Architect, immediately remove any Superintendent whom the Architect may consider incompetent or undesirable.

4.9.2.1 The Superintendent shall be vested with the necessary authority to receive and carry out the instructions of the Architect. SAID SUPERINTENDENT SHALL NOT BE CHANGED EXCEPT AT THE REQUEST OR PRIOR APPROVAL OF THE OWNER AND ARCHITECT.

4.9.2.2 SAID SUPERINTENDENT SHALL BE FULL-TIME ON THIS PROJECT AND SHALL NOT SHARE HIS DUTIES WITH ANY OTHER CONSTRUCTION PROJECT.

4.10 Progress Schedule:

4.10.1 Add the following clause to this subparagraph:

4.10.1.1 Construction Progress Schedule: See SECTION 01300, SUBMITTALS, for additional requirements.

4.12 Shop Drawings, Product Data and Samples:

Add the following subparagraph:

4.12.9 Shop Drawings, Product Data and Samples, hereinafter referenced as "Submittals", shall be submitted as stipulated in the individual Specifications Sections as required by the preceding subparagraphs of this paragraph 4.12 of the General Conditions. Failure to submit Shop Drawings where called for means the Contractor is proceeding at his own risk and may be required to remove and replace all systems or items installed without Approved Shop Drawings. See Article 15 of these Supplementary General Conditions, and SECTION 01300, SUBMITTALS, for requirements concerning submittals.

4.13 Use of Site:

4.13.1 Add the following clause to this subparagraph:

4.13.1.1 Materials shall be stored to insure the preservation of their quality and fitness for the Work. Stored materials shall be located to facilitate prompt inspection. See subparagraph 10.2.8 of these Supplementary General Conditions, and SECTION 01600, MATERIAL AND EQUIPMENT, for additional requirements.

4.18 Indemnification:

Add the following subparagraph:

4.18.4 The following paragraph concerning indemnification will be inserted in the basic Contract:

"AN ADDITIONAL PROVISION AND PART OF THE CONTRACT SHALL BE: The parties further agree that Owner has paid to Contractor the sum of Twenty-five (\$25.00) Dollars as a part of the Contract Sum here-in set forth, such sum being specific consideration for the indemnification provisions of paragraph 4.18 of the General Conditions.

Article 5 Subcontractors:

No change.

Article 6 Work by Owner or by Separate Contractors:

6.2 Mutual Responsibility:

6.2.5 Change second sentence of this subparagraph to read as follows:

If such separate Contractor sues Owner on account of damages alleged to have been so sustained, Owner shall have option of defending such proceeding and shall pay all costs in connection therewith; and if any judgment against Owner arises therefrom, Contractor shall pay or satisfy it, together with Owner's reasonable costs, including attorneys fees, consultants fees if required, and court costs or arbitration costs.

Article 7 Miscellaneous Provisions:

7.2 Successors and Assigns:

7.2.1 Add the following clause to this subparagraph:

- 7.2.1.1 In case the Contractor, on written consent of the Owner, assigns all or part any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

7.9 Arbitration:

7.9.1 through 7.9.3, delete these subparagraphs in their entirety.

Article 8 Time:

8.1 Definitions:

8.1.3 Add the following clauses to this subparagraph:

- 8.1.3.1 THE TERM "SUBSTANTIAL COMPLETION" SHALL MEAN THAT ALL MATERIALS REQUIRED BY THE CONTRACT DOCUMENTS ARE INCORPORATED IN THE PROJECT, AND ALL LABOR HAS BEEN PERFORMED.

ALSO, ALL ITEMS REQUIRED TO BE SUBMITTED BY ALL SECTIONS OF THE SPECIFICATIONS MUST HAVE BEEN SUBMITTED TO THE ARCHITECT. SEE SECTION 01700 – CONTRACT COMPLETION AND CLOSE-OUT, FOR MORE SPECIFIC REQUIREMENTS.

THE CONTRACTOR MUST STIPULATE IN WRITING, PRIOR TO A REQUEST FOR A SUBSTANTIAL COMPLETION INSPECTION, THAT THE WORK IS COMPLETE AND READY FOR INSPECTION BY THE ARCHITECT.

- 8.1.3.2 "Substantial Completion" shall NOT mean the inclusion of such minor alterations and patching as the Substantial Completion Inspection shall disclose.

Add the following subparagraph:

- 8.1.5 When any period of time is referred to in the Contract Documents by calendar days, or days, it shall be computed to include the first and the last day of such period.

Article 9 Payments and Completion:

9.2 Schedule of Values:

Add the following subparagraph and related clause:

9.2.2 AT LEAST TWO WEEKS PRIOR TO FILING THE FIRST APPLICATION FOR PAYMENT, the Contractor shall submit to the Architect for approval a correct, completely itemized unit schedule of Contractor values for the Work, giving quantities and unit values of labor and materials, complete in place, and each item shall include its due proportion of expense and profit. The complete Schedule of Values shall include all items required for the completion of the Contract, and the total shall equal the Contract Sum.

9.2.2.1 This approved Schedule of Values shall be for the use of the Architect, at his discretion in checking Applications for Payment and reviewing Cost Proposals for Change Orders, but it shall NOT be binding against the judgment of the Architect.

9.3 Applications for Payment:

9.3.1 Add the following clauses to this subparagraph:

9.3.1.1 Applications for Payment shall be made monthly for Work completed and for materials suitably stored at the site up to the last day of the previous month, or since the time of the last previous Application for Payment. Four (4) Applications for Payment shall be submitted on forms as follows and SHALL BE SUBMITTED NO LATER THAN MID-MONTH IN ORDER TO OBTAIN PAYMENT BY THE TENTH (10th) OF THE FOLLOWING MONTH.

- A. Form for Schedule of Values with entries brought forward in proper columns for current status. See Document 00800, or, at Contractor's option, use Document G703, Continuation Sheet, latest edition.
- B. Form for Application and Certificate for Payment pertaining to this Project. See Document 00810, or, at Contractor's option, use Document G702, Application and Certificate for Payment, latest edition.

9.3.1.2 The Architect will certify a payment of ninety percent (90%) of the value of the Work completed and materials suitably stored as noted above, according to his best judgment, until such time as the Contract work reaches 50% completion. After such time as the Contract work reaches or exceeds 50% completion according to the Architect's best judgment, the Architect will certify a payment of 95% of the value of the work completed. The remaining FIVE PERCENT (5%) shall be retained until Final Completion of the Project has been declared; all Final Close Out Documents have been submitted and approved by the Architect and final acceptance by the Owner.

9.3.1.3 Monthly Applications for Payment must contain the following:

- A. An affidavit from the Contractor that all subcontractors listed on the previous month's Application for Payment have received their payment due from said Application. Notarized signatures required.
- B. Partial Releases of Liens by all subcontractors and suppliers from the previous month's Application for Payment.

9.7 Failure of Payment:

9.7.1 Add the following clause to this subparagraph:

- 9.7.1.1 Partial payments to Contractor shall be made as soon as possible after Certificate of Partial Payment is approved and submitted by Architect, within Owner's normal administrative procedures, but not more than thirty (30) calendar days from date of such approval.

9.8 Substantial Completion:

9.8.2 Delete this subparagraph in its entirety.

Add the following new paragraph, subparagraphs, and clauses to this Article:

9.10 Time of Completion and Liquidated Damages:

- 9.10.1 The time of completion of the Project is of great importance to the Owner. It is highly desirable that the Project be completed at the earliest possible time. Work shall commence, and time of completion shall be as stipulated under "Commencement, Prosecution, and Completion of Work", paragraph 13.1 of Document 00100, Instructions to Bidders.
- 9.10.1.1 This time of completion will be written into the basic Contract unless a different time of completion is mutually agreed upon by the Owner, Architect and the Contractor prior to the execution of the Contract.
- 9.10.1.2 The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the Work, to allow the Substantial Completion of the Project within the specified time. NORMAL INCLEMENT WEATHER WILL NOT BE SUFFICIENT REASON TO ALLOW AN EXTENSION OF TIME ON THE PROJECT. Only exceptional weather conditions, acts of God which might cause delay in the Work, or other factors outlined in subparagraph 8.3.1 of A.I.A. General Conditions will be considered as justifiable reasons for an extension of time.
- 9.10.1.3 Failure on the part of the Contractor to comply with the conditions of the basic Contract concerning the time in which the Work is to be completed will be considered by the Owner as a justifiable reason to invoke the conditions of paragraph 14.2 of General Conditions, relating to termination; or, at the Owner's option, to avail itself of the rights under the following paragraphs concerning liquidated damages.

- 9.10.1.4 In-as-much as failure to complete the Work by the time herein fixed will result in substantial injury to the Owner, and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as hereinbefore defined within the time fixed for such Substantial Completion for the Project, until such Substantial Completion shall have been fully accomplished, THE CONTRACTOR SHALL PAY TO THE OWNER AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM STIPULATED UNDER "LIQUIDATED DAMAGES", PARAGRAPH 16.1 OF A.I.A. DOCUMENT 00100, INSTRUCTIONS TO BIDDERS.
- 9.10.1.5 It is also further agreed that if the Work is not Finally Completed, in accordance with the requirements of the Contract Documents, pay to the Owner, as Liquidated Damages for such delay, and not as a penalty, ONE-FOURTH (1/4) OF THE RATE REFERENCED ABOVE.
- 9.10.2 This provision for Liquidated Damages for delay shall in no manner affect the Owner's right to terminate the Contract, as provided in paragraph 14.2 of A.I.A. General Conditions, or elsewhere in the Contract Documents, and the Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said Liquidated Damages in the amounts stipulated. Said Liquidated Damages shall be payable in addition to any excess expenses or costs payable by the Contractor under said Paragraph 14.2 of A.I.A. General Conditions, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract, except for Contractor's delays.

Article 10 Protection of Persons and Property:

10.2 Safety of Persons and Property:

Add the following subparagraphs and related clauses:

- 10.2.8 This Contractor shall comply with all applicable provisions of the Workmen's Compensation Laws and with the various safety codes or regulations of the Florida Industrial Commission and with all Federal Regulations.
- 10.2.8.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970.
- 10.2.9 At the Preconstruction Conference, the Owner and Architect shall make arrangements with the Contractor for the assignment of Staging Areas to be used for storage of materials, parking, sheds, trailers, etc. During construction, these shall be maintained in a neat and orderly condition. The storage of materials for use in construction of this Contract shall in no way interfere with, or make hazardous, walkways, driveways, etc.
- 10.2.10 See SECTION 01500, CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS, for additional requirements.

Article 11 Insurance:

11.1 Contractor's Liability Insurance:

11.1.1 In the first line following the word "maintain", insert the words:

"In a company or companies licensed to do business in the State in which the Project is located."

11.1.2 Add the following clause to this subparagraph:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law (NOTE: annual aggregates will ONLY be accepted in multiples of the "per occurrence" limits):

A. Workers' Compensation:

State per Chapter 440 F.S	Statutory
Applicable Federal	Statutory
Employer's Liability	\$500,000

B. Comprehensive General Liability:

Including Premises-Operations; Products Completed Operations; Contractor's Liability Broad Form Property Damage; Contractual Liability.

General Liability including	
Property Damage and	\$1,000,000 Per Occurrence
Personal Injury	\$2,000,000 Annual Aggregate
Liability	

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

The Owner shall be named as additional insured on the Contractor's Comprehensive General Liability Policy.

Personal Injury Liability shall be separate coverage from Bodily Injury.

C. Comprehensive Automobile Liability:

The Owner shall be named as additional insured on the Contractor's Comprehensive Automobile Liability Policy. Policy shall cover owned, hired and all classes of non owned vehicles.

Bodily Personal Injury:	\$1,000,000 Per Occurrence
Property Damage:	\$1,000,000 Per Occurrence

11.1.4 Delete the second sentence in its entirety and substitute the following:

The Contractor shall furnish minimum two (2) copies, or one copy for each copy of the Contract, of Certificates of Insurance herein required which shall specifically set forth evidence of all coverage required. The form of the Certificates shall be Document G705, Certificate of Insurance. The Contractor shall furnish to the Architect copies of any endorsements that are subsequently issued amending coverage or limits. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until after Final Acceptance of the Project by the Owner and at least thirty (30) calendar days' prior written notice has been given to the Owner. The Contractor shall be entitled to any returned premium for the unused period of the said policies.

11.2 Owner's Liability Insurance:

11.2.1 Delete this subparagraph in its entirety.

11.3 Property Insurance

11.3.1 The Contractor shall purchase and maintain Builder's Risk insurance upon the entire work at the site to the full insurable value of the completed project. This insurance shall insure the interests of the Owner and shall include "all risk" coverage for physical damage or loss, including, without duplication of coverage, theft, vandalism and malicious mischief and shall include property to be included in the Project which is stored off site, on site, or in transit to the site.

11.3.2 Delete in its entirety.

11.3.3 Delete in its entirety.

11.3.4 Delete in its entirety.

11.3.5 Delete in its entirety.

11.3.6 Delete in its entirety.

11.3.7 Delete in its entirety.

11.3.8 Delete in its entirety.

11.3.9 Shall read as follows:

If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 Loss of Use Insurance:

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this paragraph 11.4.

11.5 Florida Insurance Companies (New Paragraph)

ALL INSURANCE POLICIES WRITTEN IN CONNECTION WITH THIS CONTRACT SHALL BE BY AN ADMITTED INSURER AND LICENSED TO WRITE INSURANCE IN THE STATE OF FLORIDA.

Article 12 Changes in the Work:

12.1 Change Orders:

12.1.4 Starting at line fourteen, delete the following:

Unless otherwise provided in the Contract Documents, cost of a Change Order shall be limited to the following: Cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; bond premiums and the rental value of equipment and machinery.

12.1.6 Add this subparagraph and related clauses as follows:

12.1.6.1 All quotations or claims for changes in the Work shall be substantiated by complete, itemized statements, showing quantities and unit prices. Materials shall be actual costs to the Contractor. The Contractor shall submit receipts, subcontractor's breakdowns and other evidence as the Architect may direct, showing his costs and his right to the payment claimed. Where unit prices are included in the Contractor's Proposal, these shall be used for changes or additions in the Work, where applicable, subject to the provisions of subparagraph 12.1.5 of the A.I.A. General Conditions at the Architect's sole discretion.

12.1.6.2 The percentages of overhead and profit added to actual costs of changes in the Work shall be as follows:

- a. For all Work performed by his own organization, the General Contractor shall add fifteen percent (15%) for his actual cost for combined overhead, construction supervision, extended overhead and profit; and
- b. For all Work performed by the General Contractor's subcontractors, the respective subcontractors shall add ten percent (10%) of their actual cost for combined overhead, construction supervision and profit, and the General Contractor shall add seven and one-half percent (7-1/2%) of the above subcontractor's total for the General Contractor's supervision, overhead, extended overhead and profit.

12.1.6.3 The above percentages, based on actual costs, shall be considered reasonable allowances for supervision, overhead, extended overhead and profit due to the General Contractor and Subcontractors, or credit allowed to the Owner, and **shall apply to both Additional Cost and Credit type Change Orders.**

12.1.6.4 A Bond cost of one and one-half percent (1-1/2%) of the total amount of the added cost will be allowed as a legitimate item of cost, **and one and one-half percent (1-1/2%) of all credit amounts for reduced Bond cost shall be added to the total credit allowed to the Owner.**

12.2 Concealed Conditions:

12.2.1 Delete this subparagraph in its entirety and substitute the following:

Should concealed conditions encountered in the performance of the work below the surface be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time, not to exceed seven (7) days after the first observance of the conditions.

12.3 Claims for Additional Cost:

12.3.1 Starting at line nine, delete the following:

If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect, whose judgment shall be final.

Article 13 Uncovering and Correction of Work:

13.2 Correction of Work:

13.2.1 through 13.2.4 Delete these subparagraphs in their entirety and substitute the following:

13.2.2 Except as otherwise specified, all Work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from date of Substantial Completion of the project. Note that this change from Date of Final Acceptance to Substantial Completion applies to all Sections of the Specifications and supersedes all other verbiage referring to Final Acceptance or Final Completion throughout these Specifications.

13.2.3 If, within any guarantee period, repairs, or changes, are required in connection with the guaranteed work which, in the opinion of the Architect, is rendered necessary as the result of the use of materials, equipment, or workmanship which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from the Owner, and without expense to the Owner:

- 13.2.3.1 Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and
- 13.2.3.2 Make good all damages to the structure or site, or equipment, or contents thereof, which in the opinion of the Architect is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
- 13.2.3.3 Make good any work or materials, or the equipment and contents of structures or site disturbed in fulfilling any such guarantees, including repairing and damage incidental to such guarantee work.
- 13.2.4 If the Contractor, after notice, fails to proceed promptly to comply with the terms of the warranty, the Owner may have the defects corrected as provided for in paragraph 3.4 of the A.I.A. General Conditions. The Contractor and his surety shall be liable for all expenses incurred.

Add the following subparagraphs:

- 13.2.8 In any case, where fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any Work guaranteed under Contract, he shall restore such disturbed Work to a condition satisfactory to the Architect and guarantee such restored Work to the same extent, as it was guaranteed under such other Contract.
- 13.2.9 All special guarantees, warranties or applicable to specific parts of the Work that may be stipulated in the Specifications or other Contract Documents shall be subject to the terms of this paragraph during the specified life of such special warranty or guarantee.
- 13.2.10 See Section 01700, CONTRACT COMPLETION AND CLOSEOUT, for additional requirements pertaining to the General Contractor's one year guarantee period.

Article 14 Termination of the Contract: No change

3. Special Provisions:

Article 15 Reinspections, Reapprovals, Delays:

- 15.1 IF, UNDER THE FOLLOWING CONDITIONS, the Contractor causes the Architect additional work, the Owner shall deduct such expenses from payment to the Contractor without further breakdown and pay same to Architect as Additional Services at the R.A. rate of \$110.00/hr. for Architects; \$65.00/hr. for Project Managers and Construction Administrators; \$50.00/hr. for CADD Drafters and \$40.00/hr. for Administrative Support.
- 15.1.1 THE ARCHITECT AND ENGINEERS WILL INSPECT OR REVIEW THE WORK OR SUBMITTALS TWO (2) TIMES ONLY, as a part of his Contract; except, if after an approval the Contractor elects to make a change and to resubmit, only the first review is so included. In the case of inspections (which may be zoned portions of the Work), or of submittals (which may be phased with construction providing that each submittal must be completely informative) the criteria will apply to each part separately. **However, exhaustive inspection (or review) will not be required in ascertaining a continuing**

problem. Such problem may be noted as a general application and it shall be the Contractor's obligation to find all such conditions and make corrections. On followup inspection or review, if the same problem becomes apparent as not having been corrected, further research will not be required and general notice shall suffice. **Such noncorrection shall become the beginning of non-performance by the Contractor.**

15.1.2 IF IN THE SITUATION OF MAJOR ERROR BY CONTRACTOR, requiring extensive review and adjustment by the Architect, those hourly costs will be deducted from the Final Contract amount by Change Order and paid to the Architect by the Owner as Additional Services, at the rates set forth above.

15.1.3 If the Contract time (including any extensions of time by Change Order) is exceeded by more than ten percent (10%), the Architect's hourly costs for Contract Administration and Construction Observation after that time shall be considered Additional Services. Cost for same will be deducted from Final payment to the Contractor by Change Order with or without other damages and paid to the Architect by the Owner, using the rates set forth above.

Article 16 General Requirements:

16.1 See Division 1, GENERAL REQUIREMENTS, which contains information and requirements that apply to the Work and is mandatory for this Project.

Article 17 Assignment of Antitrust Claims:

17.1 The Contractor agrees that, after completion of all Work under this Contract and all amendments thereto and prior to Final Payment, he will execute and deliver to the Owner an Assignment of Antitrust Claims in the following form (Paragraph 17.2):

17.1.1 The Contractor also agrees that prior to Final Payment, he will cause each of his suppliers and subcontractors who have furnished services, goods or materials in connection with the performance of this Contract to execute and deliver to the Owner an Assignment of Antitrust Claims in the same form as specified above.

17.2 Assignment of Antitrust Claims:

17.2.1 Contractor and Owner recognize that in actual economic practice, overcharges resulting from price-fixing violations of the antitrust laws are in fact usually borne by the Owner. Therefore, Contractor for and in consideration of payment in the amount of (insert Contract amount) for Fire Station, Race Track Lane, Lake City, FL, Columbia County Board of County Commission, Architect's Project No. 0715 and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns, conveys, sells and transfers to the State of Florida all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or any of the several states for price-fixing of services, goods or materials furnished in connection with performance of this Contract.

17.2.2 Contractor, Subcontractor, Supplier and Owner also recognize that the public interest in vigorous enforcement of the antitrust laws is furthered by private treble damage actions. Therefore, Owner hereby consents to reassign to Contract all or part of the antitrust claims assigned herein, at the sole discretion of Owner, when it appears that the best interests of the State of Florida and its citizens would be served thereby.

17.2.3 As used herein, the words "price-fixing" include, but are not limited to: price fixing, resale price maintenance, collusive bidding, bid rigging, complimentary bidding, combinations or conspiracies to restrict output or supply, and all other forms of agreements or understandings which have the purpose or effect of tampering with the price structure of services or articles of commerce.

17.2.4 As used herein, the phrase "services, goods or materials furnished in connection with performance of this Contract" means, in the case of "services" those services which are directly attributable to work actually performed under this Contract; and, in the case of "goods or materials", means those goods or materials which are actually incorporated in the structure for which Final Payment is made under this Contract.

SIGNED AND SEALED THIS ____ DAY OF _____, 20___. A.D.

(Signature of Contractor) (SEAL)

(Type Name & Title)

(Signature of Witness)

END OF DOCUMENT

SECTION 00750

ASBESTOS FREE WARRANTY

Upon completion of the work, the Contractor shall execute the following warranty to assure the Owner that no asbestos containing products were utilized in the construction of this project.

Know all men by these presents that we (contractors, subcontractors, material suppliers and/or equipment manufacturers), having furnished labor, materials, equipment or supplies and having completed construction under the agreement, hereby certify and warranty to the Owner with respect to said work that no materials containing asbestos fiber were incorporated into the work.

In witness whereof, we have caused this instrument to be duly executed, this _____ day of _____, 20_____.

Project: Fire Station, Race Track Lane, Lake City, FL, Columbia County Board of County Commission

Location: Lake City, Florida

Company: _____

Officer: _____

Witness: _____

Notary Public: _____

END OF SECTION



00800 SCHEDULE OF VALUES

This form is provided as a guide for the Contractor's use in preparing the unit schedule of Contract values for the Application for Payment and shall be attached to each Application for Payment. The breakdowns indicated below are general only. Provide a complete itemization of all materials used in this Project.

Date: _____ For Period Ending: _____ Payment No. _____

CONTRACTOR: _____

CONTRACT FOR: FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

Description of Work	Quantity	Matls.	Labor	Prev.	Current	Stored Matls*	Total Complete & Stored % Complete	Finish	Retainage
---------------------	----------	--------	-------	-------	---------	------------------	---------------------------------------	--------	-----------

GENERAL CONDITIONS

Bond L.S.
Supervision MO.
Temporary Facilities MO.
Cleanup MO.

To be pro-rated during entire construction period.

DEMOLITION

Dump Fees Cost/Ton
Demo Cleanup L.S.

SITEWORK

Grade & Tamp Slabs S.F.
Soil Treatment C.F.
Concrete Sidewalks S.F.
Limerock C.Y.
Asphalt Paving S.Y.
Sanitary Sewer Pipe L.F.
Curbs L.F.
Catch Basins E.A.
Manholes E.A.

THIS LIST IS A GUIDE ONLY - LIST ALL ITEMS
APPLICABLE TO THIS PROJECT. ADD TO OR DELETE
FROM THE LIST AS NEEDED.

*(Itemized List of Materials Attached)

Description of Work	Quantity	Matls.	Labor	Prev.	Current	Stored Matls*	Total Complete & Stored % Complete	Finish	Retainage
<u>SITEWORK (CON'T)</u>									
Stormwater Pipe	L.F.								
Water Main Pipe	L.F.								
Gas Piping	L.F.								
<u>CONCRETE</u>									
Columns & Beams	C.Y.								
Footings	C.Y.								
Floor Slabs	S.F.								
Exterior Sidewalks	S.F.								
<u>MASONRY</u>									
Conc. Masonry Units	L.S.								
Split Face CMU	L.S.								
Mortar	L.S.								
Poured Cells	L.S.								
<u>METAL FABRICATIONS</u>									
Metal Building	L.S.								
Misc. Metal Fabrications	EA.								
Structural Steel	L.S.								
<u>CARPENTRY</u>									
Wood Blocking/Nailers	B.M.								
<u>FINISH CARPENTRY</u>									
Miscellaneous Trim	L.F.								
<u>MOISTURE PROTECTION</u>									
Waterproofing	L.S.								
Damp Proofing	L.S.								
Sheetmetal Flashing	L.S.								

THIS LIST IS A GUIDE ONLY - LIST ALL ITEMS APPLICABLE TO THIS PROJECT. ADD TO OR DELETE FROM THE LIST AS NEEDED.

*(Itemized List of Materials Attached)

00800.2

FILE NO. 0715

Description of Work	Quantity	Matls.	Labor	Prev.	Current	Stored Matls*	Total Complete & Stored % Complete	Finish	Retainage
---------------------	----------	--------	-------	-------	---------	------------------	---------------------------------------	--------	-----------

MOISTURE PROTECTION (CONT)

Gutters & Downspouts	L.S.								
Fascias	S.F.								
Soffits	L.S.								
Sealants	L.S.								

DOORS, WINDOWS & GLASS

Wood Doors	EA.								
Hollow Metal Frames	EA.								
Hollow Metal Doors	EA.								
Aluminum Doors	EA.								
Storefront	S.F.								
Finish Hardware	SETS								
Windows	EA.								
Glass & Glazing	S.F.								

HARD TILE

Ceramic Tile	S.F.								
--------------	------	--	--	--	--	--	--	--	--

RESILIENT FLOORING

Vinyl Composition Tile	S.F.								
------------------------	------	--	--	--	--	--	--	--	--

PLASTER

Veneer Plaster Board (VPB)	S.F.								
----------------------------	------	--	--	--	--	--	--	--	--

SUSPENDED CEILING

Grid System	S.F.								
Acoustical Tile Panels	S.F.								

THIS LIST IS A GUIDE ONLY - LIST ALL ITEMS
APPLICABLE TO THIS PROJECT. ADD TO OR DELETE
FROM THE LIST AS NEEDED.

*(Itemized List of Materials Attached)

00800.3

FILE NO. 0715

Description of Work	Quantity	Matls.	Labor	Prev.	Current	Stored Matls*	Total Complete & Stored % Complete	Finish	Retainage
<u>PAINTING & CAULKING</u>									
Doors & Jambs	EA.								
V.P.B. Walls	S.F.								
Trim, Etc.	L.S.								
Exterior	S.F.								
Caulking/Sealants	L.S.								
<u>FIRE AND SAFETY EQUIP.</u>									
Fire Extinguishers	EA.								
Extinguisher Cabinets	EA.								
<u>TOILET AND BATH ACCESSORIES</u>									
	L.S.								
<u>MISCELLANEOUS SPECIALTIES</u>									
Number & Name Plates	L.S.								
Toilet Partitions	L.S.								
Refrigerator	EA.								
Stove	L.S.								
Washer	L.S.								
Dryer	L.S.								
<u>WINDOW TREATMENT</u>									
	EA.								
<u>PLUMBING WORK</u>									
Soil Pipe	L.F.								
Soil Pipe Fittings	EA.								
Pipe Sleeves	EA.								
Domestic Water Pipe	L.F.								
Fittings	EA.								
Valves	EA.								
Hangers	EA.								
Shock Absorbers	EA.								
Sanitary Sewer Lines	L.F.								
Pipe Insulation	L.F.								

THIS LIST IS A GUIDE ONLY - LIST ALL ITEMS APPLICABLE TO THIS PROJECT. ADD TO OR DELETE FROM THE LIST AS NEEDED.

*(Itemized List of Materials Attached)

00800.4

FILE NO. 0715

Description of Work	Quantity	Matls.	Labor	Prev.	Current	Stored Matls*	Total Complete & Stored % Complete	Finish	Retainage
---------------------	----------	--------	-------	-------	---------	------------------	---------------------------------------	--------	-----------

PLUMBING FIXTURES

Water Heater	EA.								
Janitor Sink	EA.								
Trim	L.S.								
Water Closets	EA.								
Shower Unit	L.S.								
Lavatory Units	EA.								
E.W.C.'s	EA.								

ELECTRICAL

Conduit	L.S.								
Boxes and Fittings	L.S.								
Wire	L.S.								
Interior Fixtures & Lamps	L.S.								
Devices and Plates	L.S.								
Electrical Reels	EA.								

HVAC EQUIPMENT

HVAC Units	EA.								
Installation & Connection of HVAC units	L.S.								
VAV's	EA.								
Exhaust Fans	EA.								
Misc. Accessories	LOT								
Ductwork	LBS.								
Grilles & Registers	L.S.								
Controls	L.S.								
Air Compressor	L.S.								

EQUIPMENT

(List each item of equipment separately)
 Miscellaneous
 (List all miscellaneous items not shown above)

END OF SECTION

*(Itemized List of Materials Attached)

00800.5

FILE NO. 0715

THIS LIST IS A GUIDE ONLY - LIST ALL ITEMS
 APPLICABLE TO THIS PROJECT. ADD TO OR DELETE
 FROM THE LIST AS NEEDED.



SECTION 00810

APPLICATION AND CERTIFICATE FOR PAYMENT

(THIS FORM SHALL BE USED WITHOUT CHANGES)

Date_____ For Period Ending_____ Payment No.____

CONTRACTOR:_____

CONTRACT FOR: FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

Original Contract Sum	\$ _____	Contract Time	_____	Calendar Days	_____
Adds to Date	\$ _____	Authorized Ext	_____	Calendar Days	_____
Total	\$ _____	Pending Requests	_____	Calendar Days	_____
Deducts to Date	\$ _____	Time Lapsed To Date	_____	Calendar Days	_____
Adj. Contr. Sum	\$ _____		_____	Calendar Days	_____

WORK PERFORMED TO DATE	\$ _____
MATERIAL SUITABLY STORED	\$ _____
(Itemized list of materials attached).	
TOTAL TO DATE	\$ _____
Less Retainage (10%)	\$ _____
Less Previous Payments	\$ _____
TOTAL	\$ _____
DUE THIS PAYMENT	\$ _____

CERTIFICATION OF THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Certificate are correct and that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors have been paid in full accordance with their terms and conditions and that **all subcontractors listed on the previous month's Application and Certificate for Payment have been paid the full amount listed on that Application as evidenced by Partial Releases of Liens attached.**

Date:_____ Contractor:_____
(Notarized Signature Required)

Date:_____ Notary:_____

CERTIFICATE OF THE ARCHITECT: I certify that I have checked and verified this Certificate; that to the best of my knowledge and belief it is a true statement of the value of the Work performed and material suitably stored on the site or other approved location by the Contractor; that all work and material included in this Certificate have been reviewed by me or my authorized Representative; and that all work has been performed and material supplied in full accordance with the terms of the Contract.

Date: _____

Architect: _____

APPROVED FOR PAYMENT:

Date: _____

Owner: _____

(Authorized Signature)

END OF SECTION

0SECTION 00811

RELEASE OF LIEN FORMS

THIS FORM TO BE USED FOR ATTACHMENT TO EACH APPLICATION AND
CERTIFICATE FOR PAYMENT.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$_____, hereby
waives and releases its lien and right to claim a lien for labor, services or materials
furnished through _____ to _____ on the site of the following property:
(insert date) (insert name of your customer)

FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

This waiver and release does not cover any retention or labor, services or materials
furnished after the date specified.

DATED on _____, 20__.

BY: _____
(Lienor)

DATE: _____

NOTARY: _____

THIS FORM TO BE USED FOR ATTACHMENT TO REQUEST FOR FINAL APPLICATION AND CERTIFICATE FOR PAYMENT.

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to _____ on the site of the following property:
(insert name of your customer)

FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715

DATED on _____, 20__.

BY: _____
(Lienor)

DATE: _____

NOTARY: _____

END OF SECTION

SECTION 00900

DIRECT PURCHASE PROCEDURES

PART 1 GENERAL

- 1.01 RELATED DOCUMENTS: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions (if any), along with the General Requirements apply to the Work specified in this Section.
- 1.02 DESCRIPTION: The Owner is tax exempt from sales tax on the purchase of construction materials. The Owner has elected to exercise this right to purchase directly various construction materials, supplies, and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to the Owner. The Owner will, via Construction Purchase Orders (CPO), purchase the materials and the Contractor shall assist the Owner in the preparation of the purchase orders. The materials shall be purchased from the Vendors selected by the Contractor for the price originally negotiated by the Contractor.
- 1.03 The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all sales taxes. **All sales tax shall be computed at the rate of seven percent (7%) on the first \$5,000.00 of materials on each Vendor Purchase Order, and computed at the rate of six percent (6%) on the amount over \$5,000.00. When computing sales tax for Vendor Purchase Orders in excess of \$5,000.00, multiply by 6%, then add \$50.00 to that figure to calculate total sales tax.** This reduction in the Contract Amount will occur through Change Order, which will reference the Construction Purchase Order effecting the change.
- 1.04 Issuance of Construction Purchase Orders by the Owner shall not relieve the Contractor of any of his responsibilities regarding material purchases or installations, with the exception of the payments for the materials as purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties. The Contractor must maintain his Builder's Risk policy to include materials stored on-site and materials installed on site.
- 1.05 It is recognized that the Contractor may encounter additional overhead costs in assisting the Owner with this task. **The Contractor is charged with including all these additional costs as a part of the Base Bid. Any funds remaining in the Contract accruing from the Direct Purchase procedure will accrue to the Contractor and will be added to the Final Contract Amount by an Additive Change Order.**
- 1.06 Payment will be made for materials stored on-site, or in a bonded warehouse. Payment is contingent on the receipt of properly verified and approved delivery tickets and a copy of the bonded warehouse certificate.

1.07 Terms: For the purpose of this Section the following terms will be defined:

- A. Material: Any material, supply, or item of equipment intended for permanent installation in the Project.
- B. Vendor: A company supplying materials to the Project, whether such provision includes installation or not.
- C. List of Vendors: A list of Vendors whose materials are required for the construction of the Project and which is submitted to the Owner by the Contractor for approval.
- D. Vendor Purchase Order (VPO): A material list and price quote by a Vendor required for issuance of a Construction Purchase Order by the Owner.
- E. Construction Purchase Order (CPO): An authorization issued by the Owner for the supply of stated materials and agreement to pay quoted price for material upon verification of delivery.
- F. Delivery Ticket: A receipt issued by the Vendor on a business-like form indicating the date, quantity, and type of materials delivered to the site and referencing a Vendor's invoice or the Construction Purchase Order.

PART 2 PRODUCTS

2.01 NOT USED.

PART 3 EXECUTION

3.01 LIST OF ITEMS TO BE DIRECT PURCHASED:

The Owner reserves the right to add to or delete from the items listed below:

- A. Light Fixtures and Bulbs.
- B. Acoustical Tile Ceilings.
- C. Floor finishes, including vinyl tile and hard tile.
- D. Finish Hardware.
- E. Hollow Metal Frames and Doors.
- F. Wood Doors.
- G. Metal Building.
- H. Toilet Partitions.
- I. A/C Units.
- J. Electrical Panels.
- K. Transformer.

3.02 Within ten (10) days of executing the Agreement, the Contractor shall submit a List of Vendors and materials for the items listed above to the Owner. The list shall contain the following information:

- A. Vendor's full business name
- B. Vendor's agent assigned to the Project
- C. Vendor's business telephone number
- D. Materials the Vendor will supply

3.03 Upon approval by the Owner, each Subcontractor, or Vendor if no Subcontractor is involved in the installation of the material, shall issue a Vendor's Purchase Order (VPO) addressed to the Owner and submitted to the Contractor for review and approval prior to submission to the Owner's representative. The VPO shall contain the following minimum information:

- A. Date of issuance.
- B. Project name and location.
- C. Vendor's full business name.
- D. Vendor's full current business address. Contractor to verify current address.
- E. Vendor's business telephone number and fax number.
- F. Description of materials.
- G. Quantity of each material.
- H. Unit cost of each material.
- I. Extended price of each material (quantity times unit cost).
- J. Sales tax on materials.
- K. Any applicable shipping and handling charges.
- L. Total price (extended prices plus sales tax, shipping and handling charges).
- M. Signature and printed or typed name of the authorizing agent for the Subcontractor or Vendor.

3.04 The Owner will issue a Construction Purchase Order (CPO) in the amount of the Vendor's Purchase Order less the sales tax. The CPO will contain the following minimum information:

- A. Date of issuance.
- B. Project name and location.
- C. Vendor's full business name.
- D. Vendor's full business address as supplied by Contractor.
- E. Reiteration of the authorized quantity, material, description, unit cost, and extended price for each material.
- F. Shipping and handling charges.
- G. Total price.
- H. Signature and printed or typed name of approving agent for the Owner.
- I. Signature and printed or typed name of authorizing agent for the Owner.

The CPO will be sent directly to the Vendor with a copy retained by the Owner and copies sent to the Subcontractor, Contractor and Architect.

- 3.05 Upon receipt of the CPO by the Vendor, the Vendor shall issue an invoice to the Owner for payment on materials. The invoice shall clearly reference the CPO number.
- 3.06 All materials are to be received on the Construction Site with the Vendor's delivery ticket. Delivery tickets are to be collected, verified as to accuracy, quantity and product, and signed by the Contractor, or the Contractor's on-site representative, and given to the Owner's representative on a daily basis. All delivery tickets are to be sealed in an envelope with the delivery date neatly printed on the front of the envelope.
- 3.07 The Owner will issue payment to the Vendor for the amount of the Vendor's invoice upon receipt of the verified delivery tickets. The Owner shall provide a payment schedule to the Contractor and any Subcontractor or Vendor upon request. In order to maintain timely payments, it will be the responsibility of the Subcontractor/Vendor and the Contractor to process delivery tickets in accordance with the payment schedule. Upon payment of invoice, the Owner will provide a list of payments to the Architect and Contractor.
- 3.08 Examples of the following forms are included in this Section:
- A. List of Vendors
 - B. Vendor Purchase Order

Page _____ of _____

Date: _____

Contractor: _____

Project: _____

FILE NO. 0715

**FIRE STATION
RACE TRACK LANE, LAKE CITY, FL
COLUMBIA COUNTY BOARD OF COUNTY COMMISSION
ARCHITECT'S PROJECT NO. 0715**

**Vendor Purchase Order
(Typewritten)**

Date: _____ Vendor Name: _____

Project: _____

_____ Address: _____

Phone: _____

Fax: _____

Contact: _____

Quantity	Description of Material	Unit Cost	Price
THIS PURCHASE ORDER IS TO REQUEST A CONSTRUCTION PURCHASE ORDER <u>ONLY</u>. VENDOR MUST SEND INVOICE AND DELIVER MATERIALS TO SITE TO RECEIVE PAYMENT.		Subtotal	
		Sales Tax	
		Shipping/ Handling Total	

(Print Name) _____

Authorized agent for Subcontractor/Vendor

(Print Name) _____

Authorized agent for Contractor

END OF SECTION

SECTION 01005

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Scope of Work Covered by Contract Documents.
- B. Coordination and Field Engineering.
- C. Codes and Reference Standards.
- D. Ordinances and Regulations.

1.02 RELATED REQUIREMENTS

- A. See GENERAL and SUPPLEMENTARY GENERAL CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this Project.

1.03 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS

- A. This project consists of a new Fire Station located on County Road 13-B, Race Track Lane, Lake City Florida, for the Columbia County Board of County Commission, 135 NE Hernando Ave., Lake City, FL 32056. The building is structurally designed to be constructed with 140 M.P.H. wind loading.

Construction generally consists of, but is not limited to, a metal building steel frame bearing on spread footings. The Metal Building System consists of a standing seam metal roof and siding panels with vinyl faced insulation at the roof; Split-face colored CMU exterior walls with foam insulation on spread footings up to 8'-8" above floor slab level and siding above. Electrically operated roll up doors at the Apparatus Bays; hollow metal frames with metal exterior doors and solid core wood doors in the interior living quarters.

Interior finishes include sheet rock with skim coat plaster finish on the furring at CMU and metal studs; paint, acoustical tile ceilings. VCT, vinyl base and ceramic tile floor finishes.

Mechanical system will be split DX with air distribution in metal ductwork, with Gas heaters used in the Apparatus Bays. The building will have a fire sprinkler system throughout. Electrical systems include fluorescent and metal halide light fixtures and Fire Alarm System. An emergency generator and automatic transfer switch will be furnished by the Owner and installed by the Contractor. Data, surge protection and electrical power distribution is included in the Project.

Sitework includes asphalt paved parking and entry drive off Race Track Lane; Stormwater System and Retention Pond; Domestic water line and fire line piping is included in the Construction Contract. Sanitary system includes a septic tank and drain field.

1.04 COORDINATION

- A. Coordinate Work of the various Specifications Sections to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building(s). Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
- D. **In finished areas, conceal all pipes, ducts, conduit and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.**
- E. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide proper openings for penetrations of existing surfaces, and provide samples for testing. Seal all penetrations through floors, walls, and ceilings with appropriate materials, approved by the Architect.

1.05 FIELD ENGINEERING

- A. Provide field engineering services as may be required for the new construction and the placement of the new addition. Establish grades, lines, and levels, by use of recognized engineering survey practices. Adjust dimensions as required to suit actual conditions at no additional cost to the Owner.

1.06 REGULATIONS, CODES AND STANDARDS

- A. Design and construction of educational facilities shall conform to the **Florida Building Code 2004 Edition and 2006 Supplement**, and the **Florida Fire Prevention Code, 2001**. These codes supersede all local codes. The **Florida Building Code** is compiled in four volumes with the National Electrical Code, 1999, adopted by reference. The four volumes are: Building, which includes energy, accessibility, and state agency regulations; Plumbing; Mechanical; and Fuel Gas. All future amendments, revisions, and addenda of these codes as officially released by the State of Florida prior to the Bid date shall apply.

- B. For products specified in the individual Specifications Sections by association or trade standards, comply with requirements of the applicable standard, except when more rigid requirements are specified or are required by applicable codes.
- C. The date of codes and standards shall be as stipulated herein per requirements of State Requirements for Educational Facilities (S.R.E.F.) as outlined in the Florida Building Code (F.B.C.) referenced above.
- D. All Work shall conform with all applicable State Codes, ordinances and regulations governing the construction. Applicable Codes are as follows:
1. **ACI 318** - Latest Edition. American Concrete Institute, "Building Code Requirements for Structural Concrete and Commentary" 1995.
 2. **AHERA**. Asbestos Hazard Emergency Response Act, 40 CFR, Part 763, as revised July 1, 1995.
 3. **AISC**. American Institute of Steel Construction, Allowable Stress Design (*Manual of Steel Construction*), Ninth Edition, edition adopted by SBC.
 4. **AISI**. American Iron and Steel Institute, Specifications for the Design of Cold-Formed Steel Structure Members August 1986 Edition with December 1989 Addendum.
 5. **ANSI**. American National Standards Institute. References to ANSI standards shall be the 1995 edition.
 6. **ASCE**. American Society of Civil Engineers. References to ASCE 7-05, 110, 1.15 standards shall be the edition listed in these State Requirements.
 7. **ASHRAE**. American Society of Heating, Refrigeration, and Air Conditioning Engineers.
 8. **ASTM**. American Society for Testing Materials. References to ASTM standards shall be the edition listed in the 1995 edition of the ASTM standards.
 9. **DCA**. Department of Community Affairs.
 - a. Florida Americans With Disability Implementation Act, 1993 and the Florida Accessibility Code for Building Construction, 1997 as adopted by the State Board of Building Codes and Standards, which has become the Florida Building Commission.
 - b. Florida Energy Efficiency Code for Building Construction (FEEC), as outlined in Chapter 13 of F.B.C.

10. **DOT - AASHTO.** American Association of State Highway and Transportation Officials "Standard Specifications for Highway Bridges (1990 English Edition; 1994 Metric Edition) as modified by Florida DOT Structures Design Guidelines for Load and Resistance Factor Design," Revised January 1, 1999, as incorporated by reference in Chapter 14, FAC.
11. **FEMA.** Federal Emergency Management Agency. Rules and Regulations 44 CFR, Parts 59 and 60, Revised as of October 1, 1995, for flood plain criteria governing insurability of facilities constructed in flood plain areas.
12. **NEC.** National Electrical Code: 1999 (NFPA 70). Adopted by reference in the F.B.C.
13. **OSHA.** Occupational Safety and Health Administration, U.S. Department of Labor, 29 CFR as Revised July 1, 1995.
14. **SJI.** Steel Joist Institute 1994 (40th Edition) with the 2002 Revisions.
15. **TMS.** The Masonry Society Standards, 1992; TMS 602, TMS 402-92.
16. Such other codes and standards as enumerated in the Technical Specifications Sections and included by reference. Such codes and standards shall be "current accepted edition" in effect as of the Bid Date, except when a specified date is specified in the individual Specification Sections.

1.08 TOXIC SUBSTANCES

- A. The Contractor shall meet all the requirements of the State of Florida Toxic Substance Law, Chapter 87-202, Laws of Florida. The law states in part, that all toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities are subject to certain provisions.
- B. Before any such substance may be used, the Contractor shall notify the District Superintendent in writing at least three working days prior to using the substance. The notification shall contain after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

The notification shall contain the following:

1. The name of the substance to be used;
2. Where the substance is to be used; and
3. When the substance is to be used.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Requirements and limitations for cutting and patching of Work.
- B. "Cutting and patching" is hereby defined to include, but is not limited to, the cutting and patching of nominally completed or previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting and installing process for individual units of work.

1.02 SUBMITTALS: Submittals during construction shall be made in accordance with SECTION 01300, SUBMITTALS. In addition, the following specific information shall be provided:

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of the Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or other separate Contractors performing work at the same time Contract.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed work, and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of Owner or other Contractors on site.

7. Written permission of affected Contractor or Subcontractor.
8. Date and time work propose to be executed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide materials for cutting and patching which will result in equal-or-better work than the work being cut and patched in terms of performance characteristics, including visual effect where applicable. Use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced thereby.

PART 3 EXECUTION

3.01 GENERAL

- A. Execute cutting, fitting, and patching to complete Work, and to:
 1. Fit the several parts together, to integrate with other work.
 2. Uncover work to install ill-timed work.
 3. Remove and replace defective and non-conforming work.
 4. Remove samples of installed work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.

3.02 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill within a 1/4 inch tolerance of size of opening needed. Pneumatic tools NOT allowed without prior approval.
- D. Fit work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. All voids around penetrations shall be grouted.
- E. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit; for patches in walls, refinish wall-to-wall and floor-to-ceiling; for patches in masonry walls, cut out face shell of block and replace, or cut out individual brick as required and replace.

3.05 CLEANUP AND DEBRIS DISPOSAL

- A. Contractor shall clean up and remove debris resulting from these operations from the site on a regular basis, not exceeding one week intervals. More frequent cleanup in specific areas of extensive demolition may be required by the Architect.
- B. It is envisioned that a Construction Dumpster will be placed on the site and emptied at an approved dump as required.
- C. The primary concern of the Architect is that safety of the students and workers not be compromised in any way as a result of the demolition work required under this Contract. Debris will not be allowed to collect and remain in the areas of demolition creating a hazard for the workers.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Preconstruction Conference.

1.02 PRECONSTRUCTION CONFERENCE / WEEKLY PROGRESS MEETINGS

- A. Architect will administer the Preconstruction Conference for review of the Contract requirements, clarification of Contractor responsibilities and use of Project site, and for review of administrative procedures. Date, time and place for Preconstruction Conference will be announced after award of the Contract.
- B. At the Preconstruction Conference, the Owner and Architect shall make arrangements with the Contractor for the assignment of Staging Areas to be used for storage of materials, parking, sheds, trailers, etc.
- C. Architect shall prepare agenda with copies for participants, preside at Progress Meetings, record minutes, and distribute copies to participants and those affected by decisions made.
- D. Attendance: Job superintendent, Owner and Architect; major subcontractors, to include Mechanical, Electrical, Plumbing and Sitework subcontractors as a minimum, and Engineer(s) as appropriate to agenda.
- E. The date and time of the Weekly Progress Meetings will be set at this Preconstruction Conference.

1.04 SUBCONTRACTOR PRECONSTRUCTION CONFERENCES

- A. When required in individual Specifications Sections, convene a Preconstruction Conference prior to commencing work of the Section.
- B. Review conditions of installation, preparation and installation procedures, and coordination with related work.
- C. Attendance: Job superintendent, Owner, and Architect; major subcontractors, suppliers, and Engineer(s) as appropriate to agenda.

END OF SECTION



SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for submittals during construction, including Shop Drawings, product data and samples (hereinafter referenced as "submittals"). **Refer also to the Mechanical and Electrical Sections for Submittal requirements.**
- B. Construction Progress Schedules.

1.02 RELATED REQUIREMENTS

- A. See GENERAL and SUPPLEMENTARY GENERAL CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this Project.
- B. Document 00700 - General Conditions, Supplementary General Conditions and Special Provisions: Article 15 and Paragraph 4.12.
- C. SECTION 01600 - MATERIAL AND EQUIPMENT.

1.03 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of Shop Drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features of Work or products.
- C. Minimum Sheet Size: 11 x 17 inches or multiples of 8-1/2 x 11 inches.

1.04 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specifications Section number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable; indiscriminate submittal of unmarked product data will NOT be accepted.
- C. Manufacturers' Certificates: When required by individual Specifications Section, submit applicable manufacturer's certificate(s) that products meet or exceed specified requirements.
- D. Manufacturers' Printed Instructions: When required by individual Specifications Section, submit applicable manufacturer's instructions for delivery, storage, assembly, installation, start-up adjusting and finishing.

1.05 SAMPLES

- A. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, or patterns, for Architect selection.
 - 1. Early in the construction period, the Contractor shall submit to the Architect the names of all manufacturers and trade names of all materials involving color, texture, or pattern selection which are proposed for actual use in the Project.
 - 2. Color items, even in the same range, vary among different manufacturer's products, and it is therefore important that samples be submitted and selections be made from items actually intended for use in the Work.
 - 3. Color harmony demands that selections be made as a whole and NOT on a piecemeal basis. The Architect requires, therefore, that all color samples and items requiring color selection be submitted in one (1) complete package.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Label each sample with identification required for transmittal letter.
- D. Provide field samples of finishes at Project, at location acceptable to Architect, as required by individual Specifications Section. Install each sample complete and finished. Acceptable finishes in place may be retained in the completed work, except where otherwise noted or specified.

1.06 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit network analysis system using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors". Other Progress Schedule methods may be submitted SUBJECT TO THE ARCHITECT'S REVIEW AND APPROVAL.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentages of completion for each item of Work as of time of each Application for Payment.
- C. Show submittal dates required for Shop Drawings, product data, and samples, and product delivery dates.

1.07 CONTRACTOR'S REVIEW

- A. REVIEW ALL SUBMITTALS PRIOR TO TRANSMITTAL TO ARCHITECT; determine and verify field measurements, field construction criteria, manufacturers' catalog numbers, and conformance of submittal with requirements of Contract Documents. Submittals without Contractor's review stamp indicating approval will NOT be processed by the Architect.
- B. Coordinate submittals with requirements of Work and of Contract Documents.
- C. Sign or initial each sheet of Shop Drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect in writing at time of submittal, of any deviations from requirements of Contract Documents.
- D. Do not fabricate products or begin work which requires submittals until return of submittal with Architect's acceptance.

1.08 SUBMITTAL REQUIREMENTS

- A. Transmit submittals in accordance with approved Progress Schedule, and in such sequence to avoid delay in the Work.
- B. Apply Contractor's stamp, signed or initialed, **certifying to review and approval**, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents. **Do NOT send submittals to Architect until item is approved by Contractor.**
- C. Coordinate submittals into logical groupings to facilitate interrelation of the several item.

- D. Submit one (1) reproducible and two (2) hard copies of Shop Drawings for each item as specified in individual Specifications Sections.
- E. Submit seven (7) copies of all product data for each item as specified in individual Specifications Sections.
- F. Submit number of samples specified in individual Specifications Sections.
- G. Submit under Contractor's standard transmittal letter; each transmittal letter shall be numbered for ease of reference during construction. Identify Project by title and number; identify Work and product by Specifications Section number.

1.09 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal. Transmittal letter shall be numbered the same as initial submittal, except with suffix "A", "B", etc. for each time resubmittal occurs until accepted.
- B. Delays caused by the need for resubmittals shall NOT constitute reason for an extension of Contract time.
- C. See Document 00700 - General Conditions, Supplementary General Conditions and Special Provisions, Article 15, for additional requirements.

1.10 ARCHITECT'S REVIEW

- A. Architect will review Shop Drawings, product data, and samples as promptly as possible and will return submittals to Contractor for distribution within twenty-one (21) calendar days from date RECEIVED in Architect's office.
- B. The review of submittals by the Architect will be limited to general design requirements only, and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein, or from supplying materials specified.
- C. Submittals reviewed by the Architect will be marked in one of the following ways:
 - 1. NO EXCEPTIONS TAKEN.
 - 2. EXCEPTIONS AS NOTED.
 - 3. REVISE AND RESUBMIT.
 - 4. REJECTED.

1.11 DISTRIBUTION

- A. Contractor shall distribute copies of Shop Drawings and product data, and samples, which bear Architect stamp of approval, to Project site file, subcontractors, suppliers, other affected contractors, and other entities requiring information.
- B. Shop Drawings that do not bear the Architect=s or Engineer=s Shop Drawing stamp shall not be allowed on the job site.

END OF SECTION



SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturers' Instructions.
- D. Mockups.
- E. Manufacturers' Field Services.
- F. Testing Laboratory Services.

1.02 RELATED REQUIREMENTS

- A. See GENERAL and SUPPLEMENTARY GENERAL CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this Project.

1.03 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Contractor's Superintendent: See Document 00700, General Conditions and Supplementary General Conditions, for specific requirements.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand code required stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. When required by individual Specifications Section, comply with manufacturers' printed instructions, latest edition, in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.06 MOCKUPS

- A. When required by individual Specifications Section, erect complete, full-scale mockup of particular assembly at Project site.
- B. Acceptable Mockups in place may be retained in the completed work, except where otherwise noted or specified.

1.07 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to make appropriate recommendations.
- B. Representative shall submit written report to Architect listing observations and recommendations.

1.08 TESTING LABORATORY SERVICES

- A. Contractor shall employ at his sole expense the services of an approved Independent Testing Laboratory(s) to perform tests and other services required by individual Specification Sections.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will be submitted to Architect in triplicate giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
- D. Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
 - 1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.
 - 2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED: The Contractor shall provide the following at his sole expense, except as specified otherwise herein, including all related costs for operation, maintenance and utilities, during the entire construction period until Final Completion of the Project.

- A. Temporary Electricity Power. (Utility cost paid by Contractor.)
- B. Heat, Ventilation.
- C. Landline Telephone Service, with a working fax machine.
- D. Water. (Provided by Contractor.)
- E. Sanitary Facilities.
- F. Barriers.
- G. Enclosures.
- H. Protection of Installed Work.
- I. Security.
- J. Construction Use Fire Extinguishers.
- K. Water Control.
- L. Cleaning During Construction.
- M. Offices and Sheds.

1.02 RELATED REQUIREMENTS

- A. See GENERAL and SUPPLEMENTARY GENERAL CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this Project.
- B. SECTION 01700 - CONTRACT COMPLETION AND CLOSEOUT: Final Cleaning.

1.03 ELECTRICITY AND CONSTRUCTION LIGHTING

- A. Provide service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
- B. Contractor shall set temporary power pole with meter. Contractor will pay the cost of all construction utilities.
- C. Provide temporary lighting for construction operations, with a minimum lighting level of 30 foot candles measured at 36" above finish floor. **Architect reserves the right to stop the Work due to inadequate construction lighting.** Permanent lighting may be used during construction. Maintain lighting and make routine repairs.

1.04 HEAT, VENTILATION

- A. Provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.
- B. Prior to operation of permanent facilities for temporary purposes, **verify that installation is approved for operation, and that all A/C filters are in place.**
- C. Provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICE

- A. Provide land line telephone service to field office, **to include a working fax machine.** Except for Construction Fencing, work cannot begin until job trailer is in place and the telephone/land line/fax machine is on the job site and in working order.

1.06 WATER

- A. Contractor shall connect to water service as required for construction operations as well as potable water. Extend outlets located so that water is available by use of hoses.

1.07 SANITARY FACILITIES

- A. Provide and maintain required temporary toilet facilities (Port-a-let) and enclosures in accordance with requirements of governing State and local health authorities.

1.08 BARRIERS

- A. Provide barriers around trees and plants in the immediate area around the Construction Site as designated by the Architect. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water. Provide silt fences.

1.09 ENCLOSURES

- A. Provide temporary weather-tight closures of openings in exterior walls to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons.

1.10 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors from traffic, movement of heavy objects, and storage.
- C. Prohibit traffic and storage on sodded and landscaped areas.

1.11 SECURITY

- A. Provide security program and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's Security Program. Owner will not be responsible for Contractors' losses due to theft or vandalism to property within the Scope of work during the construction period.
- B. Owner will assist and cooperate with Contractor's Security Program.

1.12 CONSTRUCTION USE FIRE EXTINGUISHERS:

- A. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages by personnel at Project site. Provide Type A Extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical Extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at Project site, at time of their first arrival, on proper use of Extinguishers.

1.13 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site at approved dump.
- B. Clean interior areas prior to start of finish work; maintain areas free of dust and other contaminants during finishing operations.
- C. Floors shall be kept clean and free from sawdust, concrete, mortar, plaster or grout droppings.

1.14 OFFICES AND SHEDS

- A. Contractor's Field Office: Provide trailer type mobile structure, or other structure approved by Architect, Weather-tight, with lighting, electrical outlets, heating, cooling, and ventilating equipment, and equipped with file cabinet and work table. Provide one spare workstation, similarly equipped and furnished, for use by subcontractors' personnel. **Include also the following: one working FAX (Facsimile) machine.**
- B. Storage Sheds or semi-trailers for Tools, Materials, and Equipment: at Contractor's option, provide Weather-tight, with heat and ventilation for products requiring controlled conditions, with adequate space for organized storage and access, and lighting for inspection of stored materials. Coordinate location with Owner and Architect.

1.15 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Substitutions.
- F. Systems Demonstration.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this section.
- B. SECTION 00100 - INSTRUCTIONS TO BIDDERS: Pre-Bid and Post-Bid Substitutions.
- C. SECTION 01300 - SUBMITTALS.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section and like items shall be the end products of one manufacturer in order to achieve standardization for appearance, operation, maintenance, spare parts and manufacturers' service.
- D. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by approved methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.

- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturers' instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or descriptions.
- B. Products Specified by Naming One or More Manufacturers with a Provision for either Pre-Bid or Post-Bid Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications: No options, no substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed and in full compliance with Florida Statutes, Section 255.04.

1.07 SUBSTITUTIONS

- A. Pre-Bid Substitutions:
 - 1. Bidders may submit bids on **approved** substitute product(s) only. Acceptance and approval of all product(s) submitted as substitutes remains the sole prerogative of the Architect and will be determined by quality and other overall assimilation of the product(s) into the design of the Project. It is requested that each prospective Bidder immediately peruse the Drawings and Project Manual upon receipt to determine which, if any, Pre-Bid Substitutions he plans to submit for approval.