

Project Manual

GYM BLEACHERS

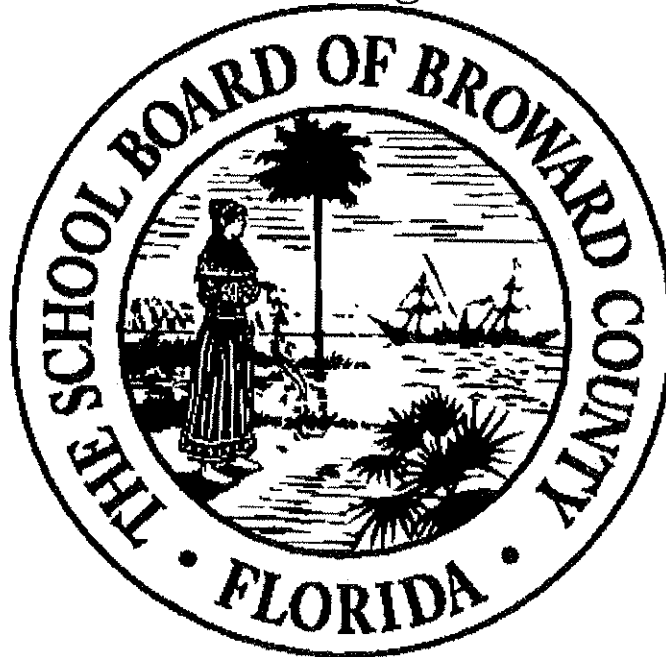
Project Number 1741-97-05

Boyd Anderson High School

And

Project Number 0403-97-05

Hallandale High School



The School Board of Broward County, Florida

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Project Consultant: The School Board of Broward County, Florida

July 6, 2001

PRE-QUALIFICATION OF CONTRACTORS NOTICE

NOTICE TO ALL BIDDERS

Please be advised that the School Board of Broward County, Florida adopted Board Policy Rules No. 7011 - Pre-Qualification of Contractors and the Statement of Contractor's Qualification Application. The completed Statement of Contractor's Qualification Application - Document 00462 (copy enclosed), is required to be included and turned in with Document 00410 - Bid Form, as further described under Article 4 Bidding Procedures of the Instructions to Bidders - Document 00200.

THE FOLLOWING TWO (2) REQUIREMENTS INCLUDING FIFTEEN (15) ITEMS SHALL BE SUBMITTED AT THE TIME OF BID IN ORDER TO BE CONSIDERED A RESPONSIVE BID - IN ADDITION TO ANY AND ALL OTHER DOCUMENTS REFERENCED HEREIN

1. One (1) original "Sealed Bid"
2. Fourteen (14) Copies of the Prequalification Application and Related Documents. One copy must be clearly identified as the Original on the cover and include original documents, signatures, seals, etc.

EXCEPTION - If Document 00462 has previously been submitted and is currently under review, or, if the proposer has been certified as pre-qualified by The School Board of Broward County, Florida, the requirements indicated above and elsewhere herein are not required.

Project Manual

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Document 00101
ADVERTISEMENT FOR BIDS

Notice is hereby given the SEALED BIDS will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, at the Facilities and Construction Management Division, 1700 Southwest 14th Court, Fort Lauderdale, Florida, up to 2:00 P.M the ____ day of ____, for provision of all materials and labor necessary for the construction of:

Project Title: **GYM BLEACHERS**
Project Number: **1741-97-05 AND 0403-97-05**
School/Facility Name: **Boyd Anderson High School and
Hallandale High School**
Facility Address: **3050 NW 41 Street, Lauderdale Lakes, FL 33309
and
720 NW 9 Avenue, Hallandale Fl 33009**
Scope: **Remove existing bleachers and install new electric
operated bleachers with sculptured high density
polyeththylene structural foam seats.**

Bidding Documents may be obtained at the following location or via the internet sites;

Facilities and Construction Management Division
1700 Southwest 14th Court, Fort Lauderdale, Florida

http://www.broward.k12.fl.us/facilities_construction/index.htm

<http://www.DemandStar.com>

upon the payment of a non-refundable cost of \$25.00 for each hardcopy set of Bidding Documents or \$5.00 for each electronic set of Bidding Documents. The costs for hardcopy and electronic copies obtained from DemandStar.com may vary from that indicated above.

Each Bid shall be accompanied by a Certified Check or Bid Bond issued by a company approved by the U. S. Treasury Department in the amount of 5% of the base bid payable to The School Board of Broward County, Florida. Bid Bonds, Performance Bonds, and Payment Bonds shall be issued by the Surety Company on the forms provided within the Bidding Documents. No other forms will be acceptable.

The School Board of Broward County, Florida is committed to ensuring the awarding of construction subcontracts to minority and women businesses in accordance with Florida Statute 230.22(1)(2), the School Board Policy 7007, Minority/Women Business Enterprises Program.

It is the intent of the Owner to award a contract to the responsible bidder, meeting the requirements of School Board Policy No. 7011 – Prequalifications of Contractors for this specific project, submitting the lowest responsive bid in accordance with the requirements of the Bidding Documents within the funds available.

The School Board of Broward County, Florida, reserves the right to reject any and all Bids, and to waive any informalities.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(seal)

ATTEST:

PAUL D. EICHNER, ESQ.,
Chairperson

FRANKLIN L. TILL, JR.
Superintendent of Schools
Secretary of The School Board of Broward
County, Florida

To be advertised on _____, _____ and _____, 2001

THIS SECTION IS NOT INCLUDED IN THE ADVERTISEMENT

Reviewed for Processing:

Director of Compliance or Designee
Facilities and Construction Management Division

Date: _____

Processed:

Lu Ball, Clerk Specialist IV
Facilities and Construction Management Division

Date: _____

Cc: Denis Herrmann, Coordinator, Design and Construction Contracts
Israel Rodriguez-Soto, Project Manager
Jerry Linkous, Project Manager
CC File
Project File

Document 00200
Instructions to Bidders

ARTICLE 1 DEFINITIONS

1.01 BIDDING AND PROPOSED CONTRACT DOCUMENTS

A. Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the following primary documents and various other administrative forms and documents associated with them:

1. **00101 Advertisement for Bids**
2. **00200 Instructions to Bidders**
3. **00215 Application for Bidding Documents**
4. **00217 Bidder's Information Sheet**
5. **00220 Bidder's Request for Information**
6. **00225 Bidder's Substitution Request**
7. **00300 Information Available to Bidders**
8. **00410 Bid Form**
9. **00420 Bid Security Form**
10. **00425 Certificate of Intent**
11. **00433 Subcontractors List**
12. **00435 Schedule of Values**
13. **00436 Schedule of Unit Prices**
14. **00457 Drug-Free Workplace Certification**
15. **00460 Trench Act Compliance Statement**
16. **00462 *Statement of Contractor's Qualification Application***

B. The proposed Contract Documents consist of the following primary documents and various other administrative forms and documents associated with them:

1. **00505 Notice of Intent to Award**
2. **00510 Notice of Award**
3. **00520 Agreement Form**
4. **00550 Notice to Proceed**
5. **00600 Performance Bond**
6. **00610 Payment Bond**
7. **00620 Subcontractor's Performance Bond**
8. **00625 Subcontractor's Payment Bond**
9. **00640 General Release and Full Release of Lien**
10. **00700 General Conditions of the Contract**
11. **00800 Supplementary Conditions of the Contract**
12. **00890 Permits**
13. **00910 Addenda**
- 14.
15. **00920 *School Board Policy 7011 – Prequalification of Contractors***
00930 Clarifications and Proposals

16. **00940 Modifications**
17. **Drawings**
18. **Specifications (Divisions 1 through 16)**

1.02 DEFINED TERMS

- A. Definitions set forth in Document 00700, General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.
- B. **Addenda:** Written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- C. **Bid:** A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- D. **Base Bid:** The sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added for sums stated in the Alternate Bids. As such, the Base Bid represents an amount of work which will provide facilities that are complete and usable for the Owner's needs.
- E. **Alternates:** An amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the drawings or the Project Manual. Alternates are listed on the Bid Form, and are numbered in the Owner's priority sequence beginning with number one.
- F. **Bid Security:** The bid bond or good faith deposit designated in the Bid, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the School Board of Broward County, Florida, if the Contract is awarded to him.
- G. **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. **Bidder:** A person or entity who submits a Bid.
- I. **Sub-bidder:** A person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

J. Responsible Bidder:

A Bidder having the required qualifications to perform the work set out in the Advertisement for Bids. Responsibility of the Bidder is determined by the Owner's good faith evaluation of whether, in the Owner's opinion, the Bidder possesses the judgment, skill, experience, financial resources, personnel, facilities, equipment, and integrity necessary to perform the Contract.

K. Non-Responsible Bidder:

A Bidder who, as judged by the Owner, lacks those attributes of a Responsible Bidder necessary to perform the Contract. Default on previous Contracts awarded by The School Board of Broward County, Florida, rulings against the Bidder by the Florida Department of Business and Professional Regulation or the Broward County Central Examining Board (including revocation, suspension, denial or voluntary relinquishment of registration or certification), or previous determinations by The School Board of Broward County that the Bidder was Non-Responsible on previously submitted Bids may serve as cause for a Bidder to be deemed Non-Responsible. A determination of a Bidder's Non-Responsibility shall apply to the Bidder's company or corporation, parent and subsidiary companies or corporations of the Bidder, or any newly formed or renamed company or corporation formed from the Bidder company and headed by Principals or Chief Executive Officers of the Non-Responsible Bidder.

L. Project Consultant:

The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design, bidding and contract documents for the Work of this Project and provide Construction Contract Administration as described in the Project Manual.

M. Responsive Bid:

One in which the Bidder describes the Work in the same way as it is described in the Advertisement for Bids. The responsiveness of the Bidder is determined by the Owner's evaluation of the Bid's conformance in all material respects to the Advertisement for Bids. If the Bidder has not unequivocally agreed to perform the exact work as reflected in the Bidding Documents, or if the Bidder has either omitted or substituted certain items or failed to properly submit all required Post-Bid Information as required in Article 6 below, the Bid is not responsive and must be rejected. However, minor errors having no significant effect on the Bid may be ignored.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.01 EXAMINATION OF PROJECT SITE AND BIDDING DOCUMENTS

A. The Bidder by making a Bid represents that it has:

1. Read and understands the Bidding Documents and the Bid is made in accordance therewith.
2. Read and understands the Bidding Documents and Proposed Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
3. Has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
4. Has based his Bid upon the materials, equipment and systems required by the Bidding Documents without exception.

B. Site Visits

1. Any Bidder or other interested party may arrange to visit the project site by calling the following office and arranging for a site visit:

Boyd Anderson High School

Contact Person: **Israel Rodriguez-Soto**

Position: **Project Manager**

Phone Number: **(954) 765-6313**

Hallandale High School

Contact Person: **Jerry Linkous**

Position: **Project Manager**

Phone Number: **(954) 767-8402**

2. Site visits may be limited by the Owner to hours during which disruption of office, classroom or other educational activities will be minimized.
3. Upon arrival at an educational facility, prospective Bidders shall check in at the facility's main administrative offices.
4. Visitors will generally be escorted by school or facility-based staff. At no time are Bidders allowed to enter the Owner's facilities without proper authorization, check-in, or escort.
5. Contact and communication with students is strictly prohibited.
6. Bidders shall not photograph, videotape or otherwise record students, faculty or staff members.

7. Bidders shall observe decorum and behavior appropriate to an educational facility. Disruption of educational activities will not be tolerated.
8. School or facility-based personnel are not authorized to interpret, clarify or modify the Bidding Documents.
9. At the conclusion of the site visit, Bidders shall report in to the facility's main administrative offices, check out and promptly leave the premises.

B. Additional Site Investigations:

1. Bidder's may request additional access to the project site for conducting more exacting examinations or tests of existing conditions by making a formal written request on **Document 00220, Bidder's Request for Information (RFI)**, submitted under the provisions of Article 3 below.
2. The Owner will accommodate such requests where possible insofar as the requested activities do not place an unreasonable restriction on the use of the existing facility, a delay in the scheduled bidding process, or have some other detrimental effect on the Owner--as judged by the Owner at its sole discretion.

2.02 PUBLIC ENTITY CRIMES

- A. Section 287.133(2)(a), Florida Statutes, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a Bid, the Bidder represents that restrictions related to public entity crimes stated in Section 287.133(2)(a), Florida Statutes, do not apply to either his own company, or that of his subcontractors or suppliers.

2.03 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A. **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower

tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

B. Certification

- a. The prospective lower tier participant (Bidder) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant (Bidder) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to Document 00410, Bid Form.

ARTICLE 3 BIDDING DOCUMENTS

3.01 COPIES OF BIDDING DOCUMENTS

- A. Bidders and Sub-bidders may obtain complete sets of the Bidding documents at the offices of the:

**Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, FL 33312**

in the number and for the cost stated on the Advertisement for Bids. The required fee for Bidding Documents is non-refundable.

- B. Before receiving plans and specifications, each prospective Bidder and Sub-bidder must fill out the Owner's standard documents **00215, Application for Bidding Documents** and **00217, Bidder's Information Sheet**. These documents are available at the Facilities and Construction Management Department and are bound within this project manual. They should be completed and turned in with the non-refundable document fees at the time documents are picked up at the Facilities and Construction Management Department.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Project Consultant assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- D. In making copies of the Bidding Documents available on the above terms, the Owner and the Project Consultant do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents (or reporting errors, inconsistencies or ambiguities) shall submit Owner's Standard **Document 00220, Bidder's Request for Information (RFI)** to:

**Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, Florida 33312**

- C. To be given consideration, all RFIs must be received by the Facilities and Construction Management Department's office not later than ten (10) days prior to the date set for receipt of bids.
- D. Interpretations, corrections and changes of the Bidding Documents will only be made by written Addendum which will include responses generated on Document 00220, Bidder's Request for Information (RFI). Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. No oral interpretations or clarifications will be made by the Owner, the Project Consultant or any Sub-consultants.

3.03 PRE-BID MEETINGS - NOT APPLICABLE

3.04 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Project Consultant at least ten days prior to the date for receipt of Bids.
- C. Requests for Substitution: Submit all substitution requests on **Document 00225, Bidder's Substitution Request**. Include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by both the Owner and the Project Consultant. A statement setting forth

changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. Substitution requests deemed incomplete or incorrect by the Owner will be disapproved. The Owner's decision, based upon recommendations of the Project Consultant, of approval or disapproval of a proposed substitution shall be final.

- D. If the Owner approves a proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner or on any projects.
- E. No substitutions will be considered after the Bid Opening except as specifically provided in the Contract Documents.

3.05 ADDENDA

- A. Addenda will be delivered by certified mail or overnight delivery service to all who are known by the Facilities and Construction Management Department to have received a complete set of Bidding Documents. In some instances, addenda may be faxed to Bidders. In such instances, the Facilities and Construction Management Department will call Bidder's to document proper reception of addenda materials.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. No Addenda will be issued later than seven days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on Document 00410, Bid Form.

ARTICLE 4 BIDDING PROCEDURES

4.01 FORM AND STYLE OF BIDS

- A. Bids shall be submitted on forms identical to **Document 00410, Bid Form**, and other standard forms included with the Bidding Documents. The following documents are required to be submitted with the Bid:
 - 1. **00410, Bid Form**
 - 2. **00420, Bid Security Form**
 - 3. **00433, Subcontractors List:** Names of Subcontractors, principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the

Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.

4. **00436, Schedule of Unit Prices**
5. **00457, Drug-Free Workplace Certification**
6. **00460, Trench Act Statement**
7. **00462, Statement of Contractor's Qualification**
 - a. (Provide fourteen (14) executed copies of this application with Bid Forms)

Please be advised that the School Board of Broward County, Florida, adopted Board Policy Rules No. 7011 - Prequalification of Contractors and the Statement of Contractors Qualification Application. The completed Statement of Contractors Qualification Application - Document 00462 (copy enclosed), is required to be included and turned in with Document 00410 - Bid Form, as further described under Article 4 Bidding Procedures of the Instructions to Bidders - Document 00200.

Every Bidder that submits a completed Statement of Contractors Qualification Application will be given consideration to receive a certificate valid for one (1) year; indicating that the contractor may bid for projects during the time period specified, establishing the total dollar value of work the contractor will be permitted to have under contract at any one time, establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time, establishing the type of work the contractor will be permitted to provide and the expiration date of the certificate.

- B. All blanks on the Bid Form and other Owner standard documents shall be filled in by typewriter or manually in ink.
- C. As indicated on the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. Corrections and erasures made by a Bidder on the Bid Form must be initialed by the signer of the Bid. With the exception of providing required information, Bidders are not permitted to alter the contents of the Bid Form as published in the Project Manual to limit, expand or otherwise modify the scope of the Work or the relationships between the Parties to the Contract as described by the Bidding Documents.
- E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- F. All requested Unit Prices shall be bid.
- G. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. Where a firm or corporation submits a bid, the Bid Form shall be signed

with the full name of the officer or officers of the corporation authorized in its bylaws, in addition to the firm or corporation signature, with official corporate seal affixed thereto and the address of such firm or corporation and of such officer thereof must be given. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

H. Registration and Certification

1. In accordance with Chapter 489, of the Florida Statutes, any Bid submitted for construction, improvement, remodeling or repair of public buildings shall be from a Bidder holding an appropriate certificate or registration issued by the Florida Construction Industry Licensing Board.
 2. Bidders are required to include their registration number and certificate number in the designated place on page 4 of the Bid Form.
 3. Bidders who do not have a certification from the Florida Construction Industry Licensing Board shall include on the Bid Form their Broward County certification number.
 4. The definitions below are from Chapter 489 of the Florida Statutes for the bidders information:
 - a. **CERTIFICATE**, means a certificate of competency issued by the department as provided in this act.
 - b. **CERTIFIED CONTRACTOR**, means any contractor who possesses a certificate of competency issued by the department and who may contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.
 - c. **REGISTRATION**, means registration with the department as provided in this act.
 - d. **REGISTRATION CONTRACTOR**, means any contractor who has registered with the department pursuant to fulfilling the competency requirements in the jurisdiction for which the registration is issued. Registered contractor may contract only in these areas.
 - e. **CERTIFICATION**, means the act of obtaining or holding a certificate of competency from the department as provided in this act.
 5. Chapter 489 of the Florida Statutes and Broward County Ordinance 90-45 requires that Contractors and Subcontractors hold a valid Certificate of Competency in Broward County or an active Florida Certification. The successful Bidder will be required to comply with the requirements contained in the proposed contract documents for Workforce Composition and substantiation of licenses.
- I. Each Bidder is required to submit Unit Price information as required on **Document 00436, Schedule of Unit Prices**. Unit prices are quoted on Document 00436 will be

utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on Document 00436, Schedule of Unit Prices will not form part of the basis for award of the Contract. Bidders must provide pricing information for all requested unit prices on Document 00436.**

- J. Each Bidder will be required to comply with Section 287.087, Florida Statutes, on Drug-Free Workplace, which requires executing the sworn statement found on **Document 00457, Drug-Free Workplace Certification**. This statement shall be signed and notarized and submitted with the Bid.
- K. Each Bidder will be required to comply with Chapter 90-96 of the Laws of Florida (The Trench Safety Act) and OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. Each Bidder shall submit with its Bid a completed, signed and notarized copy of **Document 00460, Trench Act Compliance Statement**.
- L. *Each Bidder will be required to comply with School Board Policy Rules No. 7011 – Prequalification of Contractors. Each Bidder shall submit with its bid (14) completed, signed and notarized copies of Document 00462 – Statement of Contractors Qualification Application.*

4.02 BID SECURITY (Bid Bond)

- A. As stipulated in the Advertisement for Bids, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder shall enter into a Contract with the Owner on the terms stated on the Bid Form and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such a contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Document **00420, Bid Security Form** provided in the Bidding Documents. **Bid Bonds issued on any form, other than those provided herein, will not be acceptable. No bids will be considered unless accompanied by the required bid security.**
- C. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- D. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- E. Bid securities will be returned to unsuccessful Bidders within fifteen (15) days following the award of the Contract and that of the successful Bidder upon the execution of the Contract.

4.03 SUBMISSION OF BIDS

- A. All copies of the Bid, the bid security, and other required Bidding Documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

**The School Board of Broward County, Florida
c/o Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, Florida 33312**

and shall be identified with the Project name, the Bidder's name and address, and the clearly marked notation "SEALED BID ENCLOSED. " If the Bid is sent by mail or other delivery service, the sealed envelope shall be enclosed in a separate mailing envelope with the clearly marked notation "SEALED BID ENCLOSED" in large letters on the face thereof.

- B. Bids shall be delivered to the address listed above prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery of Bids. Bids submitted by mail or delivery service should be sent only by registered mail or by means whereby the Bidder receives positive notification of delivery to the Facilities and Construction Management Department.
- D. Oral, telephonic, faxed, or telegraphic Bids are invalid and will not receive consideration.

4.04 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder unless the Bidder makes his request in writing to:

**The Superintendent of Schools
The School Board of Broward County, Florida
c/o The Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, Florida 33312**

prior to the time and date set for opening of bids, and the request for withdrawal is approved by The School Board of Broward County, Florida. Bidders must ensure that their request for withdrawal of bid is received prior to the time and date set for the opening of bids.

- B. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions To Bidders. Bid securities accompanying a resubmitted Bid, shall be in an amount sufficient for the Bid as modified and resubmitted.

- C. Bid proposals may be withdrawn if The School Board of Broward County, Florida, fails to accept the Bid within sixty (60) calendar days after the date fixed for opening bids.

ARTICLE 5 CONSIDERATION OF BIDS

5.01 OPENING OF BIDS

- A. Properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders.
- B. Special Accommodation:
 - 1. Any person requiring a special accommodation at the bid opening because of a disability should call the Facilities and Construction Management Department at (305) 765-6390 prior to the bid opening. If you are hearing or speech impaired, please contact the Facilities and Construction Management Department by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
 - 2. When calling the Facilities and Construction Management Department, inform the receptionist that you or member of your company requires special accommodation for the disabled and provide the following information for that individual:
 - a. Name
 - b. Company Name
 - c. Telephone Number
 - d. TDD Telephone Number
 - e. Project or RFP Number
 - f. Description of the Special Accommodation required.

5.02 POSTING OF BIDS

- A. Notice of intent to award or reject bids shall be posted at the Facilities and Construction Management Department with recommendations reflecting the lowest responsive bidder meeting specifications, terms and conditions.
- B. Recommendation and tabulation will be posted seven (7) days after the bid date by 4:30 p.m. in the Facilities and Construction Management Department's reception area located at:

**Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, Florida 33312**

- C. The bid tabulation with the recommendation will remain on display at the Facilities and Construction Management Department for no less than 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- E. The method of computing time in which to file a notice of protest and a formal written protest is as follows:
1. Notice of Protest - If the 72 hours expires on a Saturday, Sunday, or holiday observed by the Owner, the notice of protest must be received by the same hour on the Owner's next working day.
 2. Formal Written Protest - Formal written protests must be received by the Owner not later than 10 days after filing of a Notice of Protest. If the 10th day falls on a Saturday, Sunday or holiday observed by the Owner, the formal written protest must be received by 4:30 p.m. on the Owner's next working day. For the method of computing the 10 days in which a person has to file a formal written protest after the Notice of Protest is received by the appropriate director's office, the day that the notice of protest is received is not considered one of the ten days.

5.03 REJECTION OF BIDS AND IRREGULAR PROPOSALS

- A. Before acting on the Bids, the Owner may require a Bidder to furnish any data necessary, including that required in the Articles below, to determine beyond a reasonable doubt that the Bidder is Responsible and fully qualified to perform the contract.
- B. In the event of irregularity in the bidding procedure, the Owner reserves the right to reject an unopened Bid, or receive and record it, if in the Owner's best judgment such action accrues to the best interest of the School Board of Broward County, Florida. Receiving and recording a Bid does not constitute a waiver of irregularities by the Owner.
- C. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security, good faith deposit, or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete, irregular or otherwise non-Responsive. The Owner may waive any formality in the bid requirements and/or award or not award the contract in the best interests of The School Board of Broward County, Florida.
- D. Non-Responsible Bidders: The Owner shall have the right to reject Bids from Bidders whom the Owner has determined to be Non- Responsible. A Bidder determined to be Non-Responsible shall be prohibited from bidding or receiving Contracts for any future work for The School Board of Broward County, Florida until the Owner, upon the Bidder's application, declares the Bidder once again responsible.
- E. Only one Bid from an individual, firm or partnership, or corporation under the same or different names will be considered.
- F. Should it appear to the Owner that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected.
- G. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists between Bidders, all Bids shall be rejected and all such Bidders, or participants in such combination or collusion will be determined to be Non-

Responsible and not eligible for bidding on or receiving future Contracts with The School Board of Broward County, Florida.

5.03 ACCEPTANCE OF BID (BASIS FOR AWARD)

- A. No award will be binding upon the Owner until the Contract has been executed.
- B. It is the intent of the Owner to award a Contract to the Responsible Bidder *meeting the requirements of School Board Policy No. 7011 – Prequalification of Contractors* and submitting the lowest Responsive Bid in accordance with the requirements of the Bidding Documents, within the funds available.
- C. Additional funds may be added to this project in order to award a contract if the lowest responsive Bid exceeds the available funds. The lowest Responsible Bidder (and the sequential order of the next lowest Bidders) will be established through an evaluation of the *Statement of Contractor's Qualification Application approval by the Contractor Prequalification Review Committee established under School Board Policy No. 7011*, combined prices for the Base Bid and Alternates. Alternates quoted on the Bid Form will be accepted or rejected at the Owner's option. Alternates awarded will be awarded in the priority sequence to match project funding. Accepted Alternates will be identified in the Owner-Contractor Agreement. Alternates listed in the Bidding Documents may be accepted at any time after the contract award by Change Order provided the Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.

ARTICLE 6 POST-BID INFORMATION

6.01 CONTRACTUAL STATUS OF POST-BID INFORMATION

- A. Post bid information shall become a part of the Contract upon its approval by the Owner.

6.02 SUBMITTALS – NOT APPLICABLE

ARTICLE 7 AWARD OF CONTRACT

7.01 NOTICE OF INTENT TO AWARD and NOTICE OF AWARD

- A. Upon receipt and approval of the apparent low Bidder's post-bid information (M/WBE program requirements) and the recommendation for award by the Deputy Superintendent, the Superintendent of Schools will submit a recommendation for Award of the Contract to The School Board of Broward County, Florida.
- B. **Document 00505, Notice of Intent to Award** will be issued upon authorization by the Deputy Superintendent to recommend award to the Superintendent and Board. The Notice of Intent of Award is issued in order to provide the bidder with the opportunity to commence execution of the various post-award documents.

- C. Upon The School Board of Broward County, Florida's action to approve award of the Contract, the Owner will issue **Document 00510, Notice of Award**. Document 00510 will have instructions concerning the successful Bidder's execution of the Contract, and instructions to submit bonds, certificates of insurance and other items of post-award information as delineated in the Articles below.

7.02 FAILURE TO EXECUTE CONTRACT

- A. Failure to execute the Contract within ten (10) calendar days from the date of the notification of the award shall be just cause and the Owner may annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.01 FORM TO BE USED

- A. The Agreement for the Work will be written on the Owner's standard document **00520, Agreement Form**, a sample copy of which is provided in the Bidding Documents.

ARTICLE 9 PERFORMANCE AND PAYMENT BONDS

9.01 BOND REQUIREMENTS

- A. The successful Bidder shall enter into a formal Contract and furnish satisfactory performance and payment bonds, with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner, within ten (10) calendar days after notice of the award. The respective performance and payment bonds shall be conditioned well and truly to perform the Contract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work, and be on the forms as provided by the Owner.
- B. All bonds must be executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The Owner requires the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- C. In case of default on the part of the Contractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.
- D. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Documents **00600, Performance Bond Form** and **00610, Payment Bond Form** provided in the Bidding Documents. Performance and Payment Bonds issued on any form, other than those provided herein, will not be acceptable.

ARTICLE 10 INSURANCE CERTIFICATES

10.01 SUBMITTAL REQUIREMENTS

- A. The successful Bidder shall submit proof of insurance in the form of a Certificate of Insurance completed and signed by the insurance carrier's Authorized Florida Agent. This certificate shall be dated and shall:
1. Show the name of the insured Contractor, the specific project-by-project name and project number, its effective date, and its termination date.
 2. Include a statement that the Insurer will mail notice to the Owner and copy to the Project Consultant at least 15 days prior to any material changes in provisions or cancellation of the policy.
 3. Be on form ACORD 25-S as provided by the ACORD Corporation or on another form acceptable to The School Board of Broward County's Risk Management and Safety Department. It is the successful Bidder's responsibility to verify alternate forms which might be acceptable to the Risk Management and Safety Department.

10.02 INSURANCE REQUIREMENTS

- A. Insurance requirements are specified within **Document 00520, Agreement Form** and in **Document 00700, General Conditions of the Contract**.

ARTICLE 11 POST-AWARD INFORMATION

11.01 CONTRACTUAL STATUS OF POST-AWARD INFORMATION

- A. Post-Award information shall become a part of the Contract upon its approval by the Owner.
- B. Failure to provide Post-Award information within the specified time frame from the notification of the award shall be just cause and the Owner may annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained.

11.02 SUBMITTALS

- A. The apparent low Bidder shall, within ten consecutive calendar days after receipt of the Notice of Award Letter (Document 00510) for the award of a Contract, furnish to the Owner in writing:
1. **Document 00425: Certificate of Intent:** A notarized certification of the work to be performed with the Bidder's own forces indicated by a percentage of the Bid Price;
 2. **Document 00433, Subcontractors List:** Names of Subcontractors, principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal

portions of the Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.

3. **Subcontractor's Bonds:** Proof, in the form of copies of properly executed bond forms attached to Document 00433, Subcontractors List, that the following major subcontractors:

- a. HVAC/Mechanical
- b. Electrical

have furnished a performance bond and a payment bond to the Contractor with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner. The respective performance and payment bonds shall be:

- a. Conditioned well and truly to perform the Subcontract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work.
 - b. Be on the forms as provided by the Owner.
 - c. Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The Owner requires the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
 - d. In case of default on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.
 - e. Bonding companies acceptable to the Owner are U. S. Treasury Department approved bonding companies, and limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk.
 - f. If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.
4. **Construction Schedule:** A schedule of operations giving the date that each part and branch of the Work will be started and finished. Finish date must coincide with the Date of Substantial Completion as indicated in the Bidding Documents. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01320, Construction Progress Documentation.
 5. **Document 00435, Schedule of Values:** A detailed cost breakdown showing the estimated quantities and costs of each operation involved in the Work.

6. **Estimated Progress Payment Forecast:** A schedule showing all monthly estimated cash flow progress payment forecasts required for the time (calendar days) allowed for completion of the Work. The Bidder shall follow the schedule of values format for the monthly forecasts. Recording and tracking the actual monthly progress payment amounts against the forecasted payment amounts will provide the Contractor and the Owner a current early warning system to identify schedule problems before they become major issues and require the Contractor to implement a plan of action to correct the situation.
- C. Submitted Construction Schedule and Document 00435, Schedule of Values will form the basis for all subsequent Requisitions for Payment during the execution of the Work. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01290, Payment Procedures.
- D. Evaluation of Document 00425, Certificate of Intent, and Document 00433, Subcontractors List:
 1. The Bidder will be required to establish to the satisfaction of the Project Consultant and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. The Owner requires that the percentage of Work to be completed by the Contractors own forces as indicated on Document 00425, Certificate of Intent, be not less than 15 percent of the total Work.
 2. The Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity so long as that change does not:
 - a. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would change the apparent Low Bidder.
 - b. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would exceed the funds available to the Owner.
 3. Persons and entities proposed by the Bidder and to whom the Owner and Project Consultant have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

11.03 DELIVERY OF POST-AWARD SUBMITTALS

- A. Post-Award Submittals should be delivered to:

**Facilities and Construction Management Department
1700 Southwest 14th Court
Fort Lauderdale, FL 33312**

ARTICLE 12 NOTICE TO PROCEED

12.01 INITIATION OF THE WORK

- A. Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed.**
- B. The site and/or existing facilities for Work related to this project will not be available until such time as indicated on Document 00550, Notice to Proceed. Document 00550 will formally start the Contract and will reconfirm Contract Time and provide other instructions to the Contractor insofar as beginning the Work required by the Contract Documents.

End of Document 00200



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00215: Application for Bidding Documents

Date: _____

Bidding Documents For:

Gym Bleachers for
Boyd Anderson High School and
Hallandale High School

1741-97-05 and
0403-97-05

(Project Name)

(Project Number)

Bidding documents may be obtained upon receipt for each set of :

\$25 \$50 \$75 \$100 \$150

at the offices of:

**The Facilities and Construction Management Division
The School Board of Broward County, Florida
1700 SW 14th Court
Fort Lauderdale, FL 33312**

General Contractors and Subcontractors may obtain bidding documents for the non-refundable fee which will be retained to offset printing costs. Make checks payable to: **The School Board of Broward County, Florida.**

APPLICANT: COMPLETE THE FOLLOWING INFORMATION

Firm Name: _____

By: _____

Street Address: _____

City/State/Zip: _____

Phone Number: _____

FAX Number: _____

Bidding project as a (check one):

General Contractor Subcontractor Other: _____

APPLICANT: At the time of application, please submit Document 00217, Bidder's Information Sheet. This form is bound within this Project Manual or is available at the Facilities and Construction Management Department at the time you submit this Application for Bidding Documents.

Do Not Write Below This Line

Fee Received By:

Name: _____

Date: _____

Set Number: _____

Fee: _____

Payment By:

Check

Money Order

Number: _____

Distribution:

Copy: Applicant
Original: Facilities &
Construction
Management

Total Fee:

(Non-
Refundable)

Documents Issued

Bidder's Information Sheet

Project Title: Gym Bleachers
Project Number: 1741-97-05 and 0403-97-05
School/Facility Name: Boyd Anderson High School and Hallandale High School

INSTRUCTIONS: This form, properly executed, should be returned to the Facilities and Construction Management Division at the time Bidding Documents are picked up.

Date: _____

1. Firm:

Address: _____

Principals: _____

Phone: _____

Fax: _____

Email: _____

URL: _____

2. a) Are you licensed as a General Contractor or Subcontractor in Broward County?
 Yes No

b) List
Licensed
Principals
and
License
Numbers:

c) Remarks:

3. How long has your firm been in business? _____

4. (a) Has your firm previously constructed school projects in Florida? Yes No

(b) If so, where? _____

5. List several projects of similar size or larger than proposed work which your firm has recently completed and to whom you refer.

Project Names	Owner Name	Owner Phone

6. List contracts on hand, approximate amounts, and note whether fully bonded or not.

Project Names	Fully Bonded
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No

7. (a) Has your firm ever failed to complete a bonded obligation? Yes No

(b) If so, give particulars including circumstances, where and when, name of bonding company, name and address of Owner, and disposition of matter. (Attach additional sheets as necessary)

Project Names	Bonding Company (Name & Address)	Owner (Name & Address)	Disposition

8. List three Architects whose buildings your firm has recently constructed.

Project Names (Name & Address)	Architect (Name & Address)

9. List the names and titles and phone numbers of persons in your firm who are authorized to enter into a contract with The School Board of Broward County, Florida for the proposed work should your firm be the successful bidder.

Name	Position	Phone Number

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm, or corporation to furnish any information requested by The School Board of Broward County, Florida in verification of the recitals comprising this statement of Bidder's information.

Signed:

(Firm Name)

For the Firm:

(Name)

(Title)



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00220: Bidder's Request for Information

To: The Facilities and Construction
Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

Date: _____

(For Owner's Use Only)
**Bidder's
RFI No.:**

Project: Gym Bleachers

Project Number: 1741-97-05
and
0403-97-05

Facility Name: Boyd Anderson High
School and Hallandale
High School

Project
Consultant:
Not Applicable

Category:

- Information not shown on Bidding Documents
- Interpretation of Bidding Documents
- Conflict in Bidding Requirements
- Coordination

Reference:

- Drawing Reference
- Spec/Project Manual Reference
- Other:

Subject: _____

Description:

Bidder:

Company Name
& Address:

Phone:

By: _____

Signature

_____ Title

Replies will be issued by Addendum to all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the Facilities and Construction Management Division. No verbal or written interpretations of the Bidding Documents will be given to individual Bidders.



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00225: Bidder's Substitution Request

To:

Request No.: _____ Date: _____

(Project Consultant)
Project No: 1741-97-05
0403-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School
Hallandale High School

(One Substitution
request per form)

We hereby submit for your consideration the following product instead of the specified item for the project identified above:

Specification Section: _____ Paragraph: _____ Specified Item: _____

Drawing Sheet Number(s): _____ Detail, Plan or Section Number(s): _____

Proposed Substitution:

Manufacturer Company Name: _____ Phone: _____

Address:

City, State, Zip:

Local Vendor: Company Name: _____ Phone: _____

Required Attachments:

1. Attach names and addresses of previous projects on which this product was utilized. Include project owner's contact and phone number.
2. Attach complete reason for the proposed substitution.
3. Attach complete technical data, including applicable laboratory test reports. Include complete information on changes to drawings and/or specifications which the proposed substitution will require for its proper installation.
4. Check items submitted with this substitution request:
 - Catalog Drawings Samples Tests/Reports
 - Other:

Completion of the following information is required:

1. This substitution will result in a **saving or credit** to the Owner in the amount of:

	Dollars	\$
Written		Figures

2. Does the proposed substitution affect dimensions shown on the drawings or other specified clearances? Yes No

3. Will the undersigned pay for changes to the building design, including the costs of all engineering, detailing and other administrative costs caused by requested substitution? Yes No

4. Manufacturer's guarantees and warranties of the proposed and specified items are: The Same Different
If different, attach details.

5. What effect does the proposed substitution have on other trades? None Effect
Attach details.

The Undersigned states that this substitution request has been fully checked and coordinated with the Bidding Documents, that all information is true and accurate, and that the undersigned shall bear full responsibility for impacts to the design, coordination, required schedule and costs of the project occasioned and impacted by this request if approved by the Owner.

Submitted By:

Company Name
& Address:

Phone:

Signature

Title

DO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY

<p>For Project Consultant's Use Only</p> <p><input type="checkbox"/> Recommend Approval <input type="checkbox"/> Not Recommended</p> <p><input type="checkbox"/> See Attached <input type="checkbox"/> Received Too Late</p> <p>By: _____ (Signature)</p> <p>Date: _____</p>	<p>For Owner's Use Only</p> <p><input type="checkbox"/> Accepted <input type="checkbox"/> Accepted as Noted</p> <p><input type="checkbox"/> Not Accepted <input type="checkbox"/> Received Too Late</p> <p>By: _____ (Signature)</p> <p>Date: _____</p>
---	--

Distribution: 1. Project Consultant 2. Design Section 3. Field Construction Manager 4. Bidders 5. Project File

DOCUMENT 00300
INFORMATION AVAILABLE TO BIDDERS

The following information is presented to Bidders either bound within the Project Manual or as a part of the drawings:

1. Preliminary Project Phasing Schedule

- A. The Owner will occupy the school site and premises during entire period of construction for the conduct of normal operations.
- B. Some activities by the Owner and/or other contractors may take place before, during and after the construction activities described by the Bidding Documents.
- C. The Owner's Preliminary Project Phasing Schedule illustrates the Owner's intended sequence and schedule for those activities which are independent of the construction activities described by the Bidding Documents.
- D. The Preliminary Project Phasing Schedule is presented as information to Bidders in order to allow Bidder's to understand the range of the Owner's activities in regard to the Site. Bidders may reasonably conclude that those activities of the Owner and/or other contractors as illustrated will be completed according to the schedule provided or otherwise not impact the construction illustrated by the Bidding Documents.

2. School District Calendar

- A. The School Board of Broward County, Florida's annual calendar is provided for the Bidder's information (Pages 3 and 4 of Document 00300) and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc.

The following information is available for Bidder's examination only at the offices of the Facilities and Construction Management Division. Bidder's wishing to examine these documents should arrange an appointment by calling:

1. As-Built Drawings and Specifications

- A. Various "as-built" drawings and specifications from the construction of the original facility or subsequent projects on the project site may be available at the Facilities and Construction Management Division.
- B. The "as-built" drawings and specifications may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions by either the Owner or the Project Consultant. **Document 00200, Instructions To Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

2. Asbestos Surveys and/or AHERA Reports

- A. Various asbestos surveys and AHERA reports related to the project site may be available at the Facilities and Construction Management Division.
- B. These surveys and reports may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions (particularly the presence or absence of asbestos or other hazardous materials) by either the Owner or the Project Consultant. **Document 00200, Instructions To Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2000-2001 SCHOOL CALENDAR

REVISED 10/17/00

FIRST QUARTER		
August 21	New Teacher Orientation	Mon.
August 22	Employee Planning(1)	Tues.
August 23	Employee Planning(2)	Wed.
August 24	Employee Planning(3)	Thurs.
August 25	Employee Planning(4)	Fri.
August 28	Start 1st Quarter-Students Report	Mon.
September 4	Paid Employee Holiday(1)	Mon.
September 21	Early Release Day	Thurs.
September 22	Interim Reports	Fri.
September 29	Day Off	Fri.
October 9	Day Off	Mon.
October 13	Employee Planning(5)	Fri.
October 19	Early Release Day	Thurs.
November 2	End 1st Quarter (45)	Thurs.
November 3	Employee Planning(6)	Fri.
SECOND QUARTER		
November 6	Start 2nd Quarter	Mon.
November 10	Paid Employee Holiday(2)	Fri.
November 14	Issue Report Cards	Tues.
November 16	Early Release Day	Thurs.
November 23	Paid Employee Holiday(3)	Thurs.
November 24	Day Off	Fri.
December 6	Interim Reports	Wed.
Dec. 25 - Jan. 5	Winter Break	Mon.-Fri.
January 1	Paid Employee Holiday(4)	Mon.
January 8	Resume Classes	Tues.Mon.
January 15	Day Off	Mon.
January 18	Early Release Day	Thurs.
January 25	End 2nd Quarter(45)	Thurs.
January 26	Employee Planning(7)	Fri.
THIRD QUARTER		
January 29	Start 3rd Quarter	Mon.

February 6	Issue Report Cards	Tues.
February 15	Early Release Day	Thurs.
February 19	Paid Employee Holiday(5)	Mon.
February 26	Interim Reports	Mon.
March 15 22	Early Release Day	Thurs.
March 29	End 3rd Quarter(43)	Thurs.
March 30	Employee Planning(8)	Fri.
FOURTH QUARTER		
April 2	Start 4th Quarter	Mon.
April 9 - April 13	Spring Break	Mon.-Fri.
April 16	Resume Classes	Mon.
April 17	Issue Report Cards	Tues.
April 19	Early Release Day	Thurs.
May 4	Interim Reports	Fri.
May 17	Early Release Day	Thurs.
May 25	Employee Planning(9)	Fri.
May 28	Paid Employee Holiday(6)	Mon.
June 14	End 4th Quarter(47)	Thurs.
June 15	Employee Planning(10)	Fri.
June 25	Issue Report Cards	Mon.
SUMMER TERM <i>(Dates may vary — dependent upon State legislative action.)</i>		
June 18	Employee Planning(1)(Summer Term)	Mon.
June 19	Start Summer School	Tues.
July 4	Day Off	Wed.
July 10	End 15 Day Summer Term	Tues.
July 31	End 30 Day Summer Term	Tues.
August 1	Employee Planning(2)(Summer Term)	Wed.
August 15	Issue Report Cards	Wed.
ADULT & VOCATIONAL <i>(Status may change — dependent upon State legislative action.)</i>		
SUMMER TERM(45)		
June 18	Start Adult/Vocational Summer Term	Mon.
July 4	Day Off	Wed.
July 16	Interim Reports	Mon.
August 20	End Adult/Vocational Summer Term(45)	Mon.

Dates may be adjusted to accommodate Florida Department of Education test dates.

Board Approved: 10/17/00

END OF DOCUMENT 00300

Document 00410
Bid Form
FOR
PROVISION OF LABOR AND MATERIALS
TO
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Submitted: _____
(Bid Opening Date)(Completed by Bidder)

Submitted By: _____
(Bidder Name)(Completed by Bidder)

To: The School Board of Broward County, Florida

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is(are) named herein and that no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the plans and specifications for the work and proposed contractual documents relative thereto, and has read all special provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with The School Board of Broward County, Florida, in the form of Contract specified to provide all necessary materials, equipment, utilities, machinery, tools, apparatus, means of transportation and labor necessary to complete the work known particularly as:

Name of Project: Gym Bleachers

Project Number: 1741-97-05
0403-97-05

Facility/School Name: Boyd Anderson High School
Hallandale High School

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Bidding Documents to the full and entire satisfaction of The School Board of Broward County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the Bidding Documents for the sum of:

1. Gym Bleachers, Boyd Anderson High School

Written
Amount: _____ Dollars

Figures: \$ _____

2. Gym Bleachers, Hallandale High School

Written
Amount: _____ Dollars

Figures: \$ _____

3. Lump Sum Bid for both Gym Bleachers for Boyd Anderson High School and Hallandale High School

Written
Amount: _____ Dollars

Figures: \$ _____

which sum is designated as the Base Bid. Amounts for the Base Bid are shown in both words and figures. In case of discrepancy, the amounts shown in words shall govern.

Alternate bid items quoted on this Proposal Form may be accepted or rejected at the Owner's option. Alternates awarded will be awarded in the priority sequence to match project funding. Alternates listed in the Bidding Documents may be accepted at any time after the contract award by Change Order provided the Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.

Alternates are listed below in the Schedule of Alternates, and are numbered in the Owner's priority sequence beginning with number one. Amounts for the Alternate prices are shown in both words and figures. In case of discrepancy, the amounts shown in words shall govern.

SCHEDULE OF ALTERNATES

NO ALTERNATE BID ITEMS

The Bidder further proposes and agrees to commence work under his Contract within five (5) days from the date which will be stipulated on **Document 00550, Notice To Proceed**, and shall complete all work thereunder within the number of consecutive calendar days as stipulated within the construction documents and to meet the specific dates set forth.

The Bidder further proposes and agrees that, in case of failure on his part to execute the said Contract and a Bond as required by The School Board of Broward County within ten (10) consecutive calendar days after receipt of **Document 00510, Notice of Award**, the check or bid security (bond) accompanying this Bid, and the monies payable thereon, shall be paid into the funds of The School Board of Broward County, Florida, as liquidated

damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned. Attached hereto is a Certified Check on the

Bank of _____

or the bid bond (use form enclosed in documents) by a U.S. Treasury Department approved company in the amount of

Written Amount: _____ Dollars

Figures: \$ _____

in the amount of 5% of the Base Bid, made payable to The School Board of Broward County, Florida.

Respectfully submitted,

(Corporate Seal)

Attest:

Company/Contractor

Secretary

By: _____ Seal
President

Witness

Witness

Contractor

Construction Industry Licensing Board Registration # _____

State Certification # _____ or Broward County Certification # _____

Qualifying Individual: _____

Each Bidder must list the names of their officers and their directors, as well as any stockholders holding 20% or more of the total corporate shares. Business entities, other than corporations, shall list the real parties in interest of the company as well as all officers.

ADDENDUM RECEIPT: Bidders shall acknowledge below the receipt of any and all Addenda, if any, to the plans and specifications, listing the Addenda by numbers and dates, respectively.

Addendum No.:	Date:	Addendum No.:	Date:
_____	_____	_____	_____
Addendum No.:	Date:	Addendum No.:	Date:
_____	_____	_____	_____
Addendum No.:	Date:	Addendum No.:	Date:
_____	_____	_____	_____
Addendum No.:	Date:	Addendum No.:	Date:
_____	_____	_____	_____
Addendum No.:	Date:	Addendum No.:	Date:
_____	_____	_____	_____

All above Addenda refer specifically to the Bidding Documents prepared for:

Project Title: _____

Project Number: _____

Facility/School Name: _____

as prepared by:

End of Document 00410

Document 00420
BID SECURITY FORM

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS, that we,

_____)
(hereinafter called "Principal") and

_____)

a corporation chartered and doing business under the laws of the State of and authorized under the laws of the State of Florida and approved by the U. S. Treasury Department to act as surety on bonds, as "Surety" (hereinafter called "Surety") are held and firmly bound into The School Board of Broward County, Florida, a body corporate (hereinafter called the "Owner"), in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____

lawful money of the United States of America, to be paid to The School Board of Broward County, Florida, for which payment well and truly made, we bind ourselves, our successors, and several respective heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bounden "Principal" contemplates submitting or has submitted a proposal to the said "Owner" for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation for the construction of:

, and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five per cent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with The School Board of Broward County, Florida and furnish a contract surety bond, issued by a surety company approved by the U. S. Treasury Department, licensed to do business in Florida, and executed and signed by a resident agent having an office in Florida, representing such Surety company, in an amount equal to one hundred percent (100%) of the Contract price for the performance of said contract within ten (10) Consecutive calendar days after written notice having been given of the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the proposal of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "Owner" and furnish a contract Surety bond in an amount

equal to one hundred per cent (100%) of the contract price, satisfactory to the said "Owner," then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to The School Board of Broward County, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of The School Board of Broward County, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of the said "Principal."

IN WITNESS WHEREOF, the said

_____ as "Principal" herein, has caused these presents to be signed in its name by its

_____, and attested by its _____ under its **corporate seal**, and the said

_____ as "Surety" herein, has caused these presents to be signed in its name by its

_____, and attested by its _____,

under its corporate seal _____ day of _____, AD., 19 _____ this _____

Attest:

Contractor:

(Title)

By:

(Title)

Attest:

Surety:

(Title)

By:

(Title)

**USE THIS FORM
(NO OTHER FORM WILL BE ACCEPTABLE)**



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00425: Certificate of Intent

Project No: 1741-97-05 and 0403-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School
And
Hallandale High School

Certification:

By submitting this Certificate of Intent, we represent that we shall provide ____ percent of the Work required for the Base Bid of the project referenced above by persons directly employed by our company which persons are not subcontractor personnel.

We understand that The School Board of Broward County, Florida, as the Owner, requires that the percentage of Work to be completed by our own forces be valued at not less than 15 percent of our submitted Base Bid. We shall not allow the percentage of Work to be completed by our own forces to fall below 15 percent of the value of our Base Bid without written authorization by the Owner.

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

Notarization

State of: _____)

County of: _____)

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce: _____
as identification and who did take an oath.

Notary Public: _____

Affix Seal

Commission Expires on: _____



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00433: Subcontractors List

Project No: 1741-97-05 and 0403-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School and Hallandale High School

We propose to use the following Subcontractors on the above Project as required by the proposed Contract Documents. It is our understanding that if the Owner has reasonable objection to a proposed person or entity, we may either 1) Withdraw our Bid (and forfeit our Bid Bond) or (2) Submit an acceptable substitute person or entity with no change or adjustment in our submitted Bid Price. It is our additional understanding that persons or entities listed below to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner.

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Continue on reverse if necessary

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

Document 00433: Subcontractors List (Continued)

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00435: Schedule of Values

Project No: 1741-97-05 and 0403-97-05
 Project Title: Gym Bleachers
 Facility Name: Boyd Anderson High School and Hallandale High School
 Contractor: _____

Date Submitted: _____
 Original Post Bid Submittal: Yes No

Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	E Work Completed		F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to Date (E+F+G)	I % H/D	J Balance to Finish (D-H)	K Retainage
				From Previous Application	Period						
1.		General Requirements									
2.	02223	Minor Demolition For Remodeling									
3.	12664	Telescoping Bleachers									
4.											

Contractor's Certification

According to the best of my knowledge and belief, I certify that all items and amounts shown on this certificate are correct, 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 for labor, materials, and equipment employed in the performance of the Work have been paid in full in accordance with the Contract's terms and conditions.

Submitted By:

Company Name &
Address:

Phone:

Signature _____

Title _____



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00457: Drug-Free Workplace Certification

Project No: 1741-97-05 and 0403-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School and
Hallandale High School

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA
STATUTES, ON PREFERENCE TO BUSINESS WITH
DRUG-FREE WORK PLACE PROGRAMS**

(To be signed in the presence of a notary public or other officer authorized to
administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

who, being by me first duly sworn, made the following statement:

1. Company Name: _____

Address: _____

2. My relationship to the company
named in (1) above is: _____

(List relationship such as sole proprietor, partner, president,
vice president, etc.)

3. Federal Employer Identification
Number (FEIN) (or if entity has no
FEIN, the social security number of
the person signing this sworn
statement) _____

4. I certify that I have established a Drug Free Work Place program and have complied with
the following:

- a. Published and distributed to each employee a statement notifying employees that the unlawful
manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited
in the workplace and specifying the actions that will be taken against employees for violations of
such prohibitions.

- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph 4a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)
 County of: _____)

Sworn to and subscribed before me, the undersigned authority, by _____

who is personally known to me or did produce: _____
 as identification and who did take an oath.

Notary Public: _____

Affix Seal

Commission Expires on: _____

STATEMENT OF CONTRACTORS QUALIFICATION APPLICATION

Instructions for Submittal of Prequalification of Contractors Application

Each contractor, firm or person requesting prequalification shall submit fourteen (14) complete applications. Each proposal shall be limited to thirty-seven (37) pages presented in a three-ring binder. Each submittal shall contain the following documentation for review by the Board's Contractor Prequalification Review Committee (CPQRC).

1. Detailed information setting forth the applicants:
 - a. General Information (Type of Organization, Date of Incorporation, Principals)
 - b. Competence
 - c. Past Performance/Experience (both firms and individuals)
 - d. Financial Resources
 - e. Capabilities
 - f. Copies of Applicable certified licenses
 - g. A public Entity Crime Statement
 - h. A letter of Intent from Surety Company or any audited financial information necessary to evaluate an applicant's financial ability.
 - i. List of pending litigation
 - j. Evidence of claim resolution
 - k. Resumes of Key individuals (Job Superintendent/Project Manager)
 - l. Certificate(s) of Insurance, fully completed, showing evidence of General Liability, Automobile Liability and Worker's Compensation insurance with limits and coverage meeting Board's minimum requirements. Note: The School Board of Broward County, Florida must be shown as an additional insured on all liability coverage, except Worker's Compensation Insurance.
 - m. References
2. Audited financial information current within the past twelve (12) months. Providing written verification of the bonding capacity may satisfy this requirement.
3. A list of projects completed within the past five (5) years, including dates, client, approximate dollar value, and size. Of particular importance, the contractor must identify all school projects.
4. The complete application and any financial information must be attested to and signed by an authorized officer of the company, the owner, sole proprietor, and parties to a joint venture as appropriate, and the signature shall be notarized.
5. No review, partial or otherwise, shall be conducted unless all supporting data required for a complete application has been received by the district. Applications shall be submitted to **The School Board of Broward County, Florida, Facilities and Construction Management Division, 1700 SW 14th CT, Fort Lauderdale, Florida 33312**, as part of the Bid Documents required to be submitted with the Bid under Article 4 Bidding Procedures of Document 00200 Instructions to Bidders.
6. If you have any questions, please call The School Board of Broward County, Facilities and Construction Management Division at (954) 765-6390.

The School Board of Broward County, Florida

Application

Statement of Contractor's Qualification

A. INSTRUCTIONS

This application "Statement of Contractor's Qualification's" shall be clearly filled in, typewritten or in pen, properly executed by the applicant. Answer all the questions completely. Where additional space is necessary, attach supplementary sheets. No substitute form shall be used. Additional and supplementary information may be submitted as an Attachment to the application.

All applications shall be accompanied by the attached Letter of Intent from a Surety company meeting the established criteria, and authenticated by a seal. When completed, the application shall be verified, under oath, by the applicant before a Notary Public.

B. AUTHORITY

1. See Rule 6-2.0111, Florida Administrative Code, and Sections 235.002, 235.01, 235.014, 235.06, 235.211, 235.26, 235.31, 240.327, 255.20, 287.055, 471, 481, 489.113(2), 489.125, Florida Statutes.

C. APPLICATION

1. Legal Name and Address:

Company Name: _____ Phone # _____

Qualifying Agent: _____ Fax # _____

Contracting Category: _____ License # _____

Address: _____

2. If a Corporation, state:

Date of Incorporation _____

Attach a copy of the Corporate Certificate:

Name and Title of Qualifying Agent: _____

Name and Title of Principal Officers	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. If Partnership, state:

Date of Organization: _____

Nature of Partnership (General, Limited, or Association)

Name and Title of Qualifying Agent _____

Name and Title of Partners	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. If an individual, state:

Name and Title of Principal Officers	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. If a joint venture, state:

Name and Title of Principal Owners	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____

6. Attach brief resume of key members of your organization, including name, title, years of experience, type work experience, prior job description(s), etc.

7. How long has your firm been in business as a General Contractor?

8. How many years has your organization been in business under its present business name?

9. Under what other or former names has your organization operated?

10. Has your firm ever failed to complete a bonded obligation?

YES NO

If yes, give the particulars, including circumstances, where and when, name of the bonding company, name and address of the owner and disposition of the matter.

11. Within the last five years, has any officer, partner or qualifying agent of your organization ever been an officer, partner or qualifying agent of this organization or another organization when it failed to complete a construction project, or have been found in default of a construction contract, or had a construction contract terminated ?

YES NO

If yes, attach a separate sheet of explanation to include but not be limited to the individual's name, employment title, name of the company, name of the project and name of the owner of the project.

12. Has your organization, any officer, partner or qualifying agent thereof ever been party to any criminal procedure as a result of or arising from contracting operations, which has resulted in a conviction, or plea bargain admitting guilt?

YES NO

If the answer to question #12, above, is "yes", state the case number, court, nature of charge, the name of the parties, sentence and fine, if any. Attach documents to this Form/Application.

13. Has your organization, any officer, partner or qualifying agent thereof, ever been party to any administrative complaint registered against you by the Department of Professional Regulations, Construction Industry Licensing Board for the State of Florida or any of its subdivisions resulting in a finding of guilt, fine, suspension or revocation of your license?

YES NO

If the answer to question #13, above, is "yes", state the name of the parties, the case number, forum, name and location, and final disposition. Attach documents to the Form/Application.

14. Has your firm previously constructed school projects in Florida?

YES NO

15. List all projects of similar size or larger than the proposed work, which your firm has completed within the last five (5) years.

A. Project and Brief Description: (include square footage, number of floors, basic construction, etc.)

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Date Completed: _____

B. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Date Completed: _____

C. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Date Completed: _____

D. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Date Completed: _____

E. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Date Completed: _____

16. List current contracts, approximate amounts, and note whether fully bonded or not.

A. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Bond Amount: _____

B. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Bond Amount: _____

C. Project and Brief Description:

Project Owner: _____ Phone: _____

Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Bond Amount: _____

D. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Bond Amount: _____

E. Project and Brief Description:

Project Owner: _____ Phone: _____
Project Architect: _____ Phone: _____
Stage of Completion: _____
Construction Contract Amount: _____
Bond Amount: _____

17. Certificates of insurance confirming current Worker's Compensation, public liability and property damage insurance as required by law. (Attach copies of certificates as supplement to the application).

18. Indicate the highest construction value your firm wishes to be considered for:

PER PROJECT \$ _____ AGGREGATE \$ _____

19. Has your firm been involved in any construction-related litigation, action or claim, including but not limited to any action against or by any owner, engineer, architect, contractor, sub-contractor, materialmen or supplier, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within the past five (5) years preceding the submission of this application. You must answer "yes" or "no" to this question. Do not answer "N/A" or "Not Applicable" to this response.

YES NO

If the answer to the above question (19) is "Yes", please provide the following information for each and every action, claim, or litigation:

- a. the style/caption of the matter
- b. the case number
- c. the forum/venue of the action
- d. a description of the claim, action, or litigation.

- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final.

Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the committees' selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

- 20. Bonding: Submit attached Bond Form label "Letter of Intent FROM SURETY COMPANY". The written verification must be submitted by a licensed Surety Company rated Excellent ("A" or Better) in the current A. M. Best Guide and qualified to do business within the state.
- 21. Submit attached Public Entity Crime statement labeled "Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes".
- 22. Submit attached Affidavit of Joint Venture, if applicable.

The undersigned guarantees the authenticity of the foregoing statements, as evidenced by this sworn affidavit and does hereby authorize and request any person(s), firm or corporation to furnish any information requested by the School Board of Broward County, Florida and its authorized representative in verification of the recitals comprising this "Statement of Contractor's Qualification".

During the CPQRC verification of application information provided by the contractor, should it be determined that any of the information provided is inaccurate, the contractor agrees that such inaccuracies are grounds for rejecting the contractor's application from further processing.

Signed: _____
FIRM

For the Firm: _____
(CORPORATE SEAL) (Authorized Officer of the Company, The Owner, or Sole Proprietor)

TITLE

Subscribed and sworn to before me this _____ day of _____
in the year of 20_____.

Notary Public:

My Commission Expires:

LETTER OF INTENT FROM SURETY COMPANY

The School Board of Broward County, Florida
1700 SW 14 CT
Fort Lauderdale, FL 33312

Administrator:

This is to advise that, until further notice in writing to you, we agree to provide bonds on behalf of _____ covering construction in the amount of \$ _____ for any single contract and \$ _____ in the aggregate of outstanding contracts.

When more than one surety is included in this letter of intent, unless clearly indicated to the contrary on this letter of intent, and a separate limit indicated for the surety on this letter of intent, each surety agrees that it shall be jointly and severally liable with the other sureties included in this letter of intent.

PERFORMANCE RATING: _____
(A or better required)

PERFORMANCE RATING: _____
(A or better required)

FINANCIAL SIZE: _____

FINANCIAL SIZE: _____

Name of Surety

Name of Surety

BY: _____

BY: _____

(Affix Seal)

(Affix Seal)

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

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

Notary Public State of _____

Notary Public State of _____

My commission expires: _____

My commission expires: _____

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

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

DOCUMENT 00462
AFFIDAVIT OF JOINT VENTURE

State of Florida) SS.
County of Broward)

Before me, the undersigned authority, personally appeared _____
and _____ (called "Affiants"), who being first respectively duly sworn,
depose and say:

1. Affiants as officers or principals of the undersigned entities, are representatives of the joint venture known as _____ located at _____ and is duly authorized to file this affidavit on behalf of the joint venture.
2. Affiants state that the joint venture is registered or certified to engage in the construction business in the State of Florida and bears the registration or certification No. _____, dated _____ and issued at _____.
3. Affiants are filing this affidavit of joint venture as required for prequalification to bid on The School Board of Broward County, Florida Project No. _____.
4. A true copy of the Joint Venture Agreement is attached as Exhibit "A". Said Joint Venture Agreement is in full force and effect and has not been modified, amended, changed or rescinded in any manner and the sole parties having interest in said Joint Venture Agreement are Affiants and the entities they represent as indicated below.

Signature Date
(Print name of company and title)

Signature Date
(Print name of company and title)

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

Notary Public State of _____
My commission expires _____
(Printed, typed or stamped commissioned name of notary public)

(Notary Seal)
Financial Statement

Submit a financial statement, not more than twelve (12) months old, audited, including Contractor's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
- b. Net Fixed Assets:
- c. Other Assets:
- d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
- e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

Name of Certified Public Accountant preparing financial statement and date of same:

Name of CPA or Firm	Date
---------------------	------

Is this financial statement for the identical organization named on page one of the application?

YES NO

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

Will this organization act as guarantor of the contract for construction? YES NO

The undersigned guarantees the authenticity of the foregoing statement, as evidenced by this sworn affidavit and does hereby authorize and request any person(s), firm or corporation to furnish any information requested by the School Board of Broward County, Florida, and its authorized representative in verification of the recitals, comprising this "Statement of Contractor's Qualification."

Signed: _____
Name of Firm

SEAL

For the Firm: _____
Name/Title

Subscribed and sworn to before this _____ day of _____ in the year of 20_____
Notary Public: _____ My commission expires: _____

SEAL

PREQUALIFICATION STATEMENT ON PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2)(a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1)(g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1)(c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1)(a), Florida Statutes.

The Applicant hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Applicant or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3)(f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

 State Name of **Convicted** Applicant or Affiliate Here

Name of Applicant: _____

Address of Applicant: _____

Name of person Certifying Statement: _____

Certifying Person's Relationship to Applicant: _____

Signature of Certifying Person: _____



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00505: Notice of Intent to Award

To:	Name	Date:
Company Name	Company	Certified Mail RRR
& Address:	Address	No. _____
	City	

Please be advised that we will recommend to The School Board of Broward County, Florida, at its meeting on _____, that a contract be awarded to your firm for the project named below in the amount of _____.

Project No:	1741-97-05
	0403-97-05
Project Title:	Gym Bleachers
Facility Name:	Boyd Anderson High School
	Hallandale High School

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed by your firm in quadruplicate (with submittal of four copies of the required performance and payment bonds, certificates of insurance, and other post-award information listed below) within 10 calendar days from the date of your receipt (as established by delivery receipts or registered mail) of the Notice of Award (Document 00510).

This Notice of Intent to Award is provided to you to facilitate and expedite the formal award and execution of your contract.

Attached to this Notice of Intent to Award you will find copies of the following documents:

Number	Document Title
00520	Agreement Form
00600	Performance Bond Form
00610	Payment Bond Form
00700	Insurance Requirements Summary

The following documents are required in the bidding documents and must be executed and submitted in order to process your contract:

Number	Document Title
00425	Certificate of Intent
00433	Subcontractor List

- 01320 Initial Construction Schedule including phasing and durations according to the contract requirements. Shortened completion times or out of sequence schedules are unacceptable
- 00620 Subcontractor Performance Bonds
- 00625 Subcontractor Payment Bonds
- 00700 Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
- 00700 Insurance Certificates indicating compliance with all coverage requirements including but not limited to General Liability, Auto Liability, Worker Compensation, Products/Completed Operations Liability, Professional Liability (If required), Builders Risk, and including listing The School Board of Broward County, Florida as additional insured.
- 00700 Article 26 – Workforce Composition Documentation
Copies of Contractor and Subcontractor Licenses
- 01330 Submittal Schedule

The Agreement Form, Performance Bond Form and Payment Bond Form attached to this Notice of Intent to Award are to be executed in quadruplicate by your surety. Please ensure that the corporate name appearing on each of the Agreement Form, Performance Bond, Payment Bond, and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form, Performance Bond and the Payment Bond (and the Power of Attorney documents attached to these bonds) must be the date of the meeting that The School Board of Broward County, Florida considers the Award of Contract as indicated above. Please be advised that all costs, if any, incurred by the contractor with providing these required documents shall be borne by the contractor. In the event that the Board does not award the contract, all documents shall be returned to the contractor.

The required insurance coverage and subcontractor bonds are included in Document 00700. These documents must be submitted as indicated below.

Other post-award submittals as listed above and otherwise required by **Article 11 of Document 00200, Instructions to Bidders**, should be delivered in quadruplicate to the Facilities and Construction Management Division not later than 10 days from the date of your receipt of Notice. The Owner will not issue a Notice to Proceed (NTP) or conduct the Preconstruction Conference until it has received, reviewed and approved (where specified) all post-award submittals. No extensions of contract time or sum shall accrue to the Contractor for any such failure of the Contractor to submit said post-award submittals.

The project site will be made available to you, and your contract will commence after the formal contract signing, signature of the Contract by the Chairperson and Secretary of The School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

Submit your documents to Denis Herrmann, Coordinator, Design & Construction Contracts. If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Denis Herrmann Coordinator, Design &

Construction Contracts at (954) 760-7305. We are looking forward to working with your Firm towards a successful and rewarding project.

Sincerely,

Thomas J. Calhoun, Deputy Superintendent
Facilities and Construction Management Division

TJC/RLG/DH/EH:dr
Attachments

Attachments:

- Document 00520, Agreement Form (Four Copies of Signature Pages Only)
- Document 00600, Performance Bond Form (Four Copies)
- Document 00610, Payment Bond Form (Four Copies)
- Insurance Requirements Summary

Copies:

- School Board Attorney
- NAME, Principal
- Robert L. Goode, Director, Compliance
- Derrick Ragland, Director, Project Management
- Harlan Woodard, Director, Support Services
- Denis Herrmann, Coordinator, Design and Construction Contracts
- Jack Cooper, Senior Project Manager
- NAME, Project Manager
- Inspector of Record
- Project File

ARTICLE 42. CONTRACTOR'S INSURANCE

- 42.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 42.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 42.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 42.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. All insurance shall name the Owner as an additional insured.
- 42.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 42.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.

- 42.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 42.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 42.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 42.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 42.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00510: Notice of Award

Date: _____

To:

Company Name
& Address:

Certified Mail RRR

No. _____

Please be informed that by action of The School Board of Broward County, Florida, at its meeting on _____, a contract has been awarded to you for the project named below in the amount of _____.

Project No: **1741-97-05 and 0403-97-05**
Project Title: **Gym Bleachers**
Facility Name: **Boyd Anderson High School**
 Hallandale High School

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed in quadruplicate by your firm (with submittal of executed signature pages in quadruplicate, the required performance and payment bonds in quadruplicate, certificates of insurance, and other post-award information listed below) within 10 calendar days from the date of your receipt (as established by delivery receipts or registered mail) of this Notice of Award.

Your office will be contacted if a formal contract signing ceremony is necessary which will take place at:

**The Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312**

If your firm is a Corporation, please ensure that your corporate President and Secretary attend the contract signing ceremony and have your corporate seal available for executing the contract documents.

Attached to this Notice of Award you will find copies of the following documents:

Number	Document Title
00520	Agreement Form (with four copies of signature pages)
00600	Performance Bond Form
00610	Payment Bond Form
00700	Insurance Requirements Summary

The following documents are required in the bidding documents and must be executed and submitted in order to process your contract:

Number	Document Title
00425	Certificate of Intent
00433	Subcontractor List

- 00435 Schedule of Values
- 00620 Subcontractor Performance Bonds
- 00625 Subcontractor Payment Bonds
- 00700 Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
- 00700 Insurance Certificates indicating compliance with all coverage requirements including but not limited to General Liability, Auto Liability, Worker Compensation, Products/Completed Operations Liability, Professional Liability (If required), Builders Risk, and including listing The School Board of Broward County, Florida as additional insured.
- 00700 Article 26 – Workforce Composition Documentation Copies of Contractor and Subcontractor Licenses
- 01320 Initial Construction Schedule including phasing and durations according to the contract requirements. Shortened completion times or out of sequence schedules are unacceptable
- 01330 Submittal Schedule

The Agreement Form, Performance Bond Form and Payment Bond Form attached to this Notice of Award are to be executed by your surety in quadruplicate. Please ensure that the corporate name appearing on each of the Agreement Form, Performance Bond, Payment Bond, and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form, Performance Bond and the Payment Bond (and the Power of Attorney documents attached to these bonds) must be the date of the meeting that The School Board of Broward County, Florida approved the Award of Contract as indicated above.

The required insurance coverage and subcontractor bonds are included in Document 00700. These documents must be submitted as indicated below.

Other post-award submittals as listed above and otherwise required by **Article 11 of Document 00200, Instructions to Bidders**, should be delivered to the Facilities and Construction Management Division not later than 10 days from the date of your receipt of this Notice. The Owner will not issue a Notice to Proceed (NTP) or conduct the Preconstruction Conference until it has received, reviewed and approved (where specified) all post-award submittals. No extensions of contract time or sum shall accrue to the Contractor for any such failure of the Contractor to submit said post-award submittals.

The project site will be made available to you, and your contract will commence after the formal contract signing, signature of the Contract by the Chairperson and Secretary of The School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

Submit the required documents to Denis Herrmann, Coordinator, Design and Construction Contracts at this address.

If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Denis Herrmann at (954) 760-7305. We are looking forward to working with your Firm towards a successful and rewarding project.

Sincerely,

Thomas J. Calhoun, Deputy Superintendent
Facilities and Construction Management Division

TJC/RLG/DH:ma
Attachments

Attachments:

- Document 00520, Agreement Form (Including Four Copies of Signature Pages)
- Document 00600, Performance Bond Form (Four Copies)
- Document 00610, Payment Bond Form (Four Copies)
- Insurance Requirements Summary

Copies:

- School Board Attorney
- , Principal
- Robert L. Goode, Director, Compliance
- Derrick Ragland, Director, Project Management
- Harlan Woodard, Director, Support Services
- Denis Herrmann, Coordinator, Design and Construction Contracts
- Jack Cooper, Senior Project Manager
- , Project Manager
- , Inspector of Record
- Project File

ARTICLE 42. CONTRACTOR'S INSURANCE

- 42.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 42.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 42.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 42.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. All insurance shall name the Owner as an additional insured.
- 42.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 42.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.

- 42.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 42.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 42.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 42.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 42.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

Agreement Form

THIS AGREEMENT made and entered into this ____ day of ____, ____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "**Owner**" and

(hereinafter referred to as "**Contractor**").

WHEREAS, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Gym Bleachers
1741-97-05 and 0403-97-05
at
Boyd Anderson High School
Hallandale High School

constructed pursuant to drawings, specifications and other design documents prepared by

The School Board of Broward County, Florida

(hereinafter referred to as "**Project Consultant**").

WHEREAS, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

ARTICLE 1. ENTIRE AGREEMENT.

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:

- A-1 Demolition Plan, Location Plan, Map, Notes and Scope
- A-2 Bleacher Plan, Section and Details
- E-1 Electrical Plans, Section, Details and Elevators

2.03 The Project Manual:

Document Number	Document Title	Number of Pages
00001	Project Title Page	1
00008	<u>Prequalification of Contractors Notice</u>	1
00010	Table of Contents	2
00015	List of Drawings	1
00101	Advertisement for Bids	2
00200	Instructions to Bidders	20
00215	Application for Bidding Documents	1
00217	Bidder's Information Sheet	4
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	4
00410	Bid Form	4
00420	Bid Security Form	2
00425	Certificate of Intent	1
00433	Subcontractors List	2
00435	Schedule of Values	1
00457	Drug-Free Workplace Certification	2
00462	<u>Statement of Contractors Qualification Application</u>	12
00505	Notice of Intent to Award	5
00510	Notice of Award	5
00520	Agreement Form	11
00550	Notice to Proceed	2
00600	Performance Bond Form - Boyd Anderson High School	3
00600	Performance Bond Form - Hallandale High School	3
00610	Payment Bond Form - Boyd Anderson High School	1
00610	Payment Bond Form - Hallandale High School	1

00620	Subcontractor's Performance Bond	4
00625	Subcontractor's Payment Bond	4
00640	General Release and Full Release of Lien	2
00700	General Conditions of the Contract	42
00910	Addenda	1
00920	School Board Policy 7011-Prequalification of Contractors	6

Division 1 -- General Requirements

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01250	Contract Modification Procedures	8
01250a	Proposal Request	1
01250b	Change Order Request (Proposal)	1
01250c	Proposal Worksheet Detail	1
01250d	Proposal Worksheet Summary	1
01250e	Construction Change Directive	1
01290	Payment Procedures	3
01290a	Application for Payment	2
01310	Project Management and Coordination	10
01310a	Contractor's Request for Interpretation	1
01310b	Transmittal	1
01320a	Weekly Progress Report	1
01320b	Periodic Observation Report	1
01320c	Non-Conforming Work Notice	1
01330	Submittal Procedures	9
01330a	Transmittal Form	1
01350	Special Procedures	6
01430	Quality Assurance	7
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01510	Temporary Utilities	8
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01610	Basic Product Requirements	5
01620	Product Options	3
01740	Cleaning	5
01770	Closeout Procedures	8
01770a	Contractor's Request for Substantial Completion Inspection	1
01770f	Contractor's Request for Final Completion Inspection	1

Division 2 -- Site Construction

02223	Minor Project demolition For Remodeling	3
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Division 12 -- Furnishings

12664	Telescoping Bleachers	5
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ARTICLE 3. CONTRACT SUM.

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of:

_____ Dollars \$ _____

which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

4.03 Required date(s) of Substantial Completion

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

4.03.02 In the event the Work involves more than one phase, then the commencement and Substantial Completion dates for each phase are as follows: **Not Applicable**

<u>Phase</u>	<u>Commencement Date:</u>	<u>Required Substantial Completion Date</u>
		Not Applicable
		Not Applicable
		Not Applicable

4.04 Liquidated Damages for Substantial Completion:

4.04.01 The Contractor shall pay the Owner the sum of:

One Hundred Dollars \$100.00

per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

4.04.02 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows: **NOT APPLICABLE**

Phase _____ Dollars \$Not Applicable

Phase _____Dollars \$Not Applicable
Phase _____Dollars \$Not Applicable

- 4.04.03 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 4.04.04 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Up on Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 Final Completion:

5.02.01 When the Contractor believes that the Work, or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 Liquidated Damages for Final Completion:

5.03.01 If the Contractor fails to achieve final completion within 30 days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

One Hundred Dollars \$100.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one phase, then the final completion date and liquidated damages amount for each phase shall be as follows:

Not Applicable

Phase	_____Dollars	\$Not Applicable
Phase	_____Dollars	\$Not applicable
Phase	_____Dollars	\$Not Applicable

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

- 5.04 Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant., of the following:
- 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
 - 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
 - 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
 - 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of his work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance,

or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.

- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.09 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as

security for the payment of all persons performing labor and providing materials in connection with this Contract.

7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.

ARTICLE 8. NOTICES

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopier or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:		Address:
Owner:	The School Board of Broward County, Florida	1700 SW 14th Court Fort Lauderdale, FL 33312
With Copy To:	The School Board of Broward County, Florida	Attn: Thomas J. Calhoun 1700 SW 14th Court Fort Lauderdale, FL 33312
Contractor:		Attn: Project Manager
Surety:		
Surety's Agent:		
Project Consultant:	NOT APPLICABLE	

8.02 These addresses may be changed by either of the parties by written notice to the other party.

In witness thereof, the said _____, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

OWNER

CONTRACTOR

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SEAL

SEAL

By: _____

By: _____

Paul D. Eichner, Esq., Chairperson

(Printed Name and Title)

Witness or Attest Secretary (Contractor)

Franklin L. Till Jr.
Superintendent of Schools

(Printed Name and Title)

Approved as to Form By:

School Board Attorney

ACKNOWLEDGMENT

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

SURETY:

By: _____
Its: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ of _____, on
behalf of the corporation or agency.

He/she is personally known to me or produced _____ as identification and
did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00550: Notice to Proceed

Date: _____

To:

Company Name:

Address:

Certified Mail RRR

No. _____

This document constitutes your Notice To Proceed with the following Contract:

Project Number: **1741-97-05**
 0403-97-05
Project Title: **Gym Bleachers**
Facility Name: Boyd Anderson High School
 Hallandale High School

You are hereby notified that the Contract Times as stated for this Contract will commence on the following date:

You are instructed to start performing the obligations of the Contract on that date, with:

- A required performance period of _____ consecutive calendar days.
- A required Substantial Completion Date of _____.
- As otherwise delineated in the Agreement Form to which you were a signatory.

A Pre-Construction Conference is schedule for:

Time:
Date:
Place: **Facilities & Construction Management Division**
 1700 SW 14th Court
 Fort Lauderdale, FL 33312

Please review the applicable sections of the Project Manual for further information regarding attendance and the agenda for the Pre-Construction Conference.

Additional Instructions relative to this Notice to Proceed follow below:

Item Instruction

- 1.
- 2.
- 3.
- 4.
- 5.



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00550: Notice to Proceed

your surety is being advised of this Notice to Proceed by copy of this document and its attachments.

If you have any questions concerning this Notice to Proceed, please contact the Project Manager indicated on Document 00002, Project Directory, found within the Project Manual for this contract and listed below.

Sincerely,

Thomas J. Calhoun, Deputy Superintendent
Facilities and Construction Management Division

TJC/RLG/DH:dr

Attachments:

- Document 00520 Agreement Form
- Document 00600 Performance Bond
- Document 00610 Payment Bond
-
-

Copies:

- School Board Attorney
- , Principal
- Thomas J. Calhoun, Deputy Superintendent (With Copy of Performance and Payment Bonds)
- Lee Stepanchak, Director, Property Management
- Robert L. Goode, Director, Compliance
- Derrick Ragland, Director, Project Management
- Harlan Woodard, Director, Support Services
- Denis Herrmann, Coordinator, Design and Construction Contracts
- Jack Cooper, Senior Project Manager
- , Project Manager (With Copy of Attachments)
- Pam Norwood, Capital Payments Review Supervisor
- Inspector of Record
- Contractor (Via Facsimile and Certified Mail)
- , Project Consultant
- , Surety (With Original Attachments)
- Project File (With Original Attachments)
- Contract Set (With Original Attachments)



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00600: Performance Bond Form

Project No: 1741-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School

KNOW ALL PERSONS BY THESE PRESENTS, that:

_____ as Principal, and

_____ a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

	Dollars	\$	
(Written Amount)			(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal did on

_____ enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

_____ to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. To the limit of the amount of this Bond, such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional and delay costs resulting from the Principal's default, and resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety, but may reduce the surety's liability, pro tanto, if they in the aggregate, increase the contract sum by more than twenty-five percent (25%). The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be institutes within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

_____ day of _____,

Countersigned By:

Contractor:

By: (Signature) _____ **SEAL**

Surety:

By: _____ **SEAL**
Address:



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00600: Performance Bond Form

Project No: 0403-97-05
Project Title: Gym Bleachers
Facility Name: Hallandale High School

KNOW ALL PERSONS BY THESE PRESENTS, that:

_____ as Principal, and

_____ a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

_____	Dollars	\$	_____
(Written Amount)			(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal did on

_____ enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

_____ to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. To the limit of the amount of this Bond, such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional and delay costs resulting from the Principal's default, and resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety, but may reduce the surety's liability, pro tanto, if they in the aggregate, increase the contract sum by more than twenty-five percent (25%). The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be institutes within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

_____ day of _____, _____

Countersigned By:

Contractor:

_____ **By: (Signature)** _____ **SEAL**

Surety:

By: _____ **SEAL**
Address: _____



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00610: Payment Bond Form

Project No: 1741-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to The School Board of Broward County, Florida, herein called "Owner", in the sum of :

Dollars \$

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated,

_____ between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on:

Surety's Name:

SEAL

Principal

By: (Signature)

As Attorney in Fact



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00610: Payment Bond Form

Project No: 0403-97-05
Project Title: Gym Bleachers
Facility Name: Hallandale High School

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to The School Board of Broward County, Florida, herein called "Owner", in the sum of :

Dollars \$

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated,

_____ between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on:

Surety's Name:

SEAL

Principal

By: (Signature)

As Attorney in Fact

Document 00620
SUBCONTRACTOR'S PERFORMANCE BOND

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Project Title: _____

Project Number: _____ Date: _____ Amount: _____

Project Location: _____

Project Consultant: _____

KNOW ALL PERSONS BY THESE PRESENTS, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, for the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this ____ day of _____, A.D. , **19**_____.

THE CONDITION OF THIS BOND is that if the Subcontractor:

1. Performs the Construction Contract between the Subcontractor and Contractor, the Contract made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract; and

3. Performs the guarantee and maintenance of all work and materials provided under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

SURETIES OBLIGATIONS:

A. The Surety's obligation under this Bond shall arise after:

1. The Contractor has notified the Subcontractor and the Surety that the Contractor is considering declaring a Subcontractor Default and has requested and attempted to arrange a conference with the Subcontractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Contractor, the Subcontractor and the Surety agree, the Subcontractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Contractor's right, if any, subsequently to declare a Subcontractor Default; and
2. The Contractor has declared a Subcontractor Default and formally terminated the Subcontractor's right to complete the contract. Such Subcontractor Default shall not be declared earlier than twenty days after the Subcontractor and the Surety have received notice as provided in Subparagraph A.1; and
3. The Contractor has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Contractor.

B. When the Contractor has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take one of the following actions:

1. Arrange for the Subcontractor, with consent of the Contractor, to perform and complete the Construction Contract; or
2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Contractor for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Contractor and the contractor selected with the Contractor's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Contractor the amount of damages as described in Paragraph D in excess of the Balance of the Contract Price incurred by the Contractor resulting from the Subcontractor's default; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Contractor and, as soon as practicable after the amount is determined, tender payment therefor to the Contractor; or
 - b. Deny liability in whole or in part and notify the Contractor citing reasons therefor.

C. If the Surety does not proceed as provided in Paragraph B with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written

notice from the Contractor to the Surety demanding that the Surety perform its obligations under this Bond, and the Contractor shall be entitled to enforce any remedy available to the Contractor. If the Surety proceeds as provided in Subparagraph B.4, and the Contractor refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Contractor shall be entitled to enforce any remedy available to the Contractor.

- D. After the Contractor has terminated the Subcontractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph B.1, B.2, or B.3 above, then the responsibilities of the Surety to the Contractor shall not be greater than those of the Subcontractor under the Construction Contract, and the responsibilities of the Contractor to the Surety shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Contractor of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
1. The responsibilities of the Subcontractor for correction of defective work and completion of the Construction Contract;
 2. Additional legal, design professional and delay costs resulting from the Subcontractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph B; and
 3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Subcontractor.
- E. The Surety shall not be liable to the Contractor or others for obligations of the Subcontractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Contractor.
- F. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- G. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Subcontractor Default or within two years after the Subcontractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NOTICE:

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. Faxed or other electronic transmission of Notice will not be allowed.

DEFINITIONS

- A. Balance of the Contract Price: The total amount payable by the Contractor to the Subcontractor under the Construction Contract after all proper adjustments have been made, including allowance to the Subcontractor of any amounts received or to be received by the Contractor in settlement of insurance or other claims for damages to which the Subcontractor is entitled, reduced by all valid and proper payments made to or on behalf of the Subcontractor under the Construction Contract.

- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

APPROVED:

_____ (Seal)
Subcontractor (Principal)

_____ (Seal)
Surety

Document 00625
SUBCONTRACTOR'S PAYMENT BOND

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Project Title: _____

Project Number: _____ Date: _____ Amount: _____

Project Location: _____

Project Consultant: _____

KNOW ALL PERSONS BY THESE PRESENTS, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, to pay for labor, materials and equipment provided for use in the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this ____ day of _____, A.D. , 19____.

THE CONDITION OF THIS BOND is that if the Subcontractor:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Subcontractor with labor, materials, or supplies used directly or indirectly by the Subcontractor in the prosecution of the Work provided for in the Contract; and

2. Defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Contractor has promptly notified the Subcontractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Subcontractor and the Surety, and provided there is no Contractor Default; and
3. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

SURETIES OBLIGATIONS:

- A. The Surety's obligation under this Bond shall arise after:
 1. Claimants who are employed by or have a direct contract with the Subcontractor have given notice to the Surety and sent a copy, or notice thereof, to the Contractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 2. Claimants, except laborers, who are not in privity with the Subcontractor have not received payment for labor, materials or supplies, used directly or indirectly by the Subcontractor in the prosecution of the Work and have served notice to the Subcontractor, the Contractor, and the Surety within the limitations set forth in Section 255.05, Florida Statutes.
- B. If a notice required by Paragraph A is given by the Contractor to the Subcontractor or to the Surety, that is sufficient compliance.
- C. When the Claimant has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take the following actions:
 1. Send an answer to the Claimant, with a copy to the Contractor, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 2. Pay or arrange for payment of any undisputed amounts.
- D. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- E. Amounts owed by the Contractor to the Subcontractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims if any, under any Construction Performance Bond. By the Subcontractor providing and the Contractor accepting this Bond, they agree that all funds earned by the Subcontractor in the performance of the Construction Contract are dedicated to satisfy obligations of the

Subcontractor and the Surety under this Bond, subject to the Contractor's priority to use the funds for the completion of the work.

- F. The Surety shall not be liable to the Contractor, Claimants or others for obligations of the Subcontractor that are unrelated to the Construction Contract. The Contractor shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- G. The Surety hereby waives notice of any change including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- H. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph A.1 or Clause A.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were provided by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NOTICE:

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. FAX'd or other electronic transmission of Notice will not be allowed.
- C. Actual receipt of notice by Surety, the Contractor or the Subcontractor shall be sufficient compliance as of the date received at the address shown on the signature page.

DEFINITIONS

- A. Claimant: An individual or entity having a direct contract with the Subcontractor or with a subSubcontractor of the Subcontractor to provide labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Subcontractor and the Subcontractor's subSubcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were provided.
- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.

- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

APPROVED:

_____ (Seal)
Subcontractor (Principal)

_____ (Seal)
Surety



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: _____

of: _____ City of: _____

County of: _____ State of: _____

herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: _____ Dollars

Figures: \$ _____

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

(Project Name)

(Project Number)

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

_____ and legally described as:

on account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book _____, Page _____, executed by:

on this _____ day of _____, 19 _____.

IN WITNESS WHEREOF,

_____ has hereunto set its hand and seal

on this _____ day of _____, 19 _____.

(Corporate Seal)

Attest:

(Secretary) By: _____ (Seal)

Notarization

State of: _____)
County of: _____)

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce: _____
as identification and who did take an oath, acknowledged and subscribed the foregoing
General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____

Affix Seal

Commission Expires on: _____

General Conditions of the Contract

ARTICLE 1. DEFINITIONS

- 1.01 **The Deputy Superintendent of the Facilities And Construction Management Division:** An employee of the School Board of Broward County, Florida, who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Referred to hereinafter as the **Deputy Superintendent**.
- 1.02 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Specifications, and all modifications issued after execution of the Contract.
- 1.03 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.03.01 **Owner:** The School Board of Broward County, Florida, (also referred to as the "Board").
- 1.03.02 **Contractor:** The "party of the second part", of the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.03.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.04 **The Facilities And Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.05 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Journeyman:** A person working in an apprenticeable occupation who has successfully completed a state registered apprenticeship program or who has worked the number of years required by established industry practices for the

particular trade or occupation. "Established industry practices" means the number of years of training required by the majority of registered program standards for the particular trade or occupation. A "certified Journeyman" is a journeyman who holds a State of Florida Certification or Broward County Certificate of Competency for a particular trade or craft."

- 1.07 **Project Manager:** An employee of The School Board of Broward County, Florida, referred to hereinafter as the "**Project Manager**" who is assigned by the Associate Superintendent to manage the Project during the development of design and construction contract documents through the construction process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.08 **Inspector of Record:** A UBCI (See also 1.09) employed by The School Board of Broward County, Florida, assigned by the Director of Facilities and Construction Management to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.09 **Uniform Building Code Inspector (UBCI):** Employees of The School Board of Broward County, Florida, and others designated by the Facilities and Construction Management Department who are certified as a UBCI by the Florida Department of Education (DOE). UBCI's may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager and Project Consultant.
- 1.10 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion the Work covered by the Contract.
- 1.11 **Owner's Representative:** The Deputy Superintendent of Facilities and Construction Management, 1700 Southwest 14th Court, Fort Lauderdale, Florida 33312.
- 1.12 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.13 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.14 **Punch List:** A list of items of work required by the Contract Documents which after inspection by the Project Consultant, the Owner, and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.15 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

- 1.16 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.17 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.18 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.19 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.20 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.21 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.22 **Surety:** The firm, corporation, or individual which is bound by the Contract Bond with and for the Contractor, and which engages to be responsible for the Contractor's acceptable performance of the work and for his payment of all debts pertaining thereto.
- 1.23 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

- 1.24 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail, fax or other traceable delivery service to the last business address known to him who gives notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract;
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines. The Contractor acknowledges receipt and has reviewed the site geotechnical report as provided by the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.
- 2.03.07 It will comply with the Workforce Composition requirements, M/WBE program requirements, and the requirements of Document 00425, Certificate of Intent.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
- 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
 - 3.01.02 With respect to all construction materials, labor, methods, means, techniques, and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
 - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
 - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
- 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
 - 4.01.02 The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
 - 4.01.03 The intent of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The

Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
 - 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
 - 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
 - 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT.

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Building Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required elsewhere in the Contract Documents.
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING.

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expedition purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. CONTRACT PAYMENTS.

- 9.01 Schedule of Values:
- 9.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 9.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 9.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 9.01.04 The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof.
- 9.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in the Contract Documents.
- 9.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner.
- 9.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both. Therein, the Contractor may request payment for ninety percent (90%) [the remaining ten (10%) percent being the Retainage] of that part of the Contract Price allocable to Contract requirements properly provided, labor, material and equipment properly incorporated in the Project.
- 9.02.03 Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 9.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

- 9.02.05 Thereafter, the Project Consultant shall:
- a. Within five (5) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 9.02.06 The Owner shall make payment to the Contractor within thirty (30) days following the Project Consultant's written approval of each Application for Payment.
- 9.02.07 The amount of each such payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices.
- 9.02.08 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 9.02.09 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 9.02.010 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims relating to the Project site.
- 9.02.11 Furthermore, the Contractor warrants and represent that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner.
- 9.02.12 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 9.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable

procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

- 9.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 10. WITHHOLDING PAYMENT TO CONTRACTOR.

- 10.01 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 10.01.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
 - 10.01.02 Liquidated Damages as set forth in this Contract;
 - 10.01.03 Defective Work unremedied;
 - 10.01.04 Punch-List items unremedied;
 - 10.01.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
 - 10.01.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
 - 10.01.07 Failure to comply with any and all insurance requirements;
 - 10.01.08 Failure of the Contractor to make payment properly to Subcontractors or others;
 - 10.01.09 Damage to the Owner or another contractor;
 - 10.01.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
 - 10.01.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

- 10.01.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 11. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 11.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 12. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 12.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 12.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 13. LICENSES AND PERMITS.

- 13.01 All licenses necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor.
- 13.02 Educational facilities constructed by The School Board of Broward County, Florida are exempt from all county, district, municipal or local building codes and ordinances; therefore building permits will not be required. However, any and all other permits, bonds and/or other fees required for Work to be performed, including but not limited to Work in public right-of-ways and other Work otherwise outside the Owner's property line will be procured and paid for by the Contractor.
- 13.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 14. CEASE AND DESIST ORDER.

- 14.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 14.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within 7 (seven) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of

another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

- 14.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 15. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

- 15.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 15.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 15.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 15.04 The Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 15.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 15.06 Record Keeping on Site:
- 15.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 15.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 15.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 15.07 Shop Drawings And Other Submittals:
- 15.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 15.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

- 15.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 15.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 15.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 15.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 15.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 15.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 15.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 15.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 16. SUBCONTRACTS.

- 16.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 16.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 16.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

- 16.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 16.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 16.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 16.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 16.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the term of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 16.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 16.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 16.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.
- 16.08 Any disputes which may arise in this connection between the Contractor and any Subcontractor must be settled between the parties concerned and the Owner will not undertake, nor be in any way responsible for, the settlement of such disputes.
- 16.09 No Subcontractor shall under any condition relieve the Contractor of his liabilities and obligations to the Owner under his Contract and the Contractor shall be solely responsible to the Owner as provided herein.

ARTICLE 17. BONDING OF SUBCONTRACTORS.

- 17.01 The Contractor shall submit proof, in the form of copies of properly executed bond forms, that the following major subcontractors have provided a performance bond and a payment bond to the Contractor and Owner as dual obligees with a corporate surety approved by the United States Treasury Department and authorized to do business in the State of Florida and otherwise acceptable to the Owner:

17.01.01 HVAC/Mechanical

17.01.02 Electrical

17.01.03 Plumbing

17.01.04 Roofing

17.01.05 _____

17.01.06 _____

17.02 If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

17.03 The respective performance and payment bonds shall:

17.03.01 Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.

17.03.02 Be on the forms as provided by the Owner. No other forms will be acceptable.

17.03.03 Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or any attorney-in-fact. The Owner may request the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17.03.04 In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.

17.03.05 Bonding companies acceptable to the Owner are bonding companies which are United States Treasury Department approved bonding companies, qualified and rated in accordance with Article 42.09 below and limited in bonding ability to the current United States Treasury Department standing for net limit on any one risk at the time of execution of the Subcontract.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present or be duly represented at the site of the Work at all times when the Work is actually in progress.
- 18.03 During periods when portions of the Work are suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency which may be required.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; activities in progression; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of

occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event the site conditions are materially different than what Contractor anticipated as a result of Contractor's inspection of the property or tests, information or data supplied to Contractor by others such as design professionals or testing companies, then Contractor may seek an adjustment in time or price based upon same provided that Contractor gives Owner written notice of same within 10 days of discovery of the differing site condition. Said request for change in time or price shall be addressed in the same manner as a Change Order pursuant to Article 33 below.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the Owner's Facilities and Construction Management Division serves as the Project Consultant all references to the Project Consultant shall be considered to be the Field Construction Manager.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in Article 1.09 of the Professional Services Agreement between The School Board of Broward County, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

ARTICLE 26. WORKFORCE COMPOSITION.

- 26.01 The following requirements apply to all aspects of the Work where skilled crafts or trades are to be utilized:
- 26.01.01 The ratio of journeymen utilized shall be two (2) journeymen to one other worker. When two (2) workers involved in the crafts are employed, the first employed shall be a journeyman, and the second may be either a journeyman or a worker.
- 26.01.02 The Contractor shall utilize at least one certified journeyman that holds a State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the respective crafts or trades required for the execution of the Work.
- 26.01.03 For trades or crafts for which licenses or Certificates of Competency are required in Broward County, no Work may be performed or person employed as a worker in that trade unless the Work is under the direct supervision of a master or certified journeyman, certified in that trade. A certified master or certified journeyman shall not provide direct supervision to more than three (3) other workers or uncertified journeymen at a job site.
- 26.01.04 The Contractor shall post on the outside of the Contractor's on-site project office and maintain by monthly updating a current list, available for the Owner and Project

Consultant's use, of the names, areas of specialty, and license or certificate numbers, or all journeymen, certified journeymen, and certified masters utilized for prosecution of the Work, including those used by Subcontractors.

- a. Work shall not commence in a particular trade or specialty until the Contractor's posted list has been updated to include that particular trade or specialty.
 - b. The Owner will not consider requisitions for payment for Work completed by a particular trade or specialty unless Journeymen, certified Journeymen, or certified Masters of that respective trade or specialty have been properly included on the Contractor's posted list.
 - c. The format for the posted list should begin with the Contractor's company name; name of qualifier with their certificate or registration number; a listing of all the Contractor's employee names, work trade and work skill; journeymen with their license number or certificate of competency; or a designation as unskilled labor. The remainder of the list should follow the same format listing all the subcontractors and any other person performing labor on the project site. A copy of all licenses, certificates, registrations, and state registered apprenticeship documents should be kept on file in the Contractor's field office to substantiate his posted list.
- 26.02 Requirements for workforce quality specified above do not apply to those elements of the Work requiring only unskilled labor.
- 26.03 The Contractor shall employ no illegal aliens or other individuals not properly registered with and allowed to work by the United States Immigration and Naturalization Service (INS).
- 26.04 Contractor shall be assessed, and the Owner may deduct from each applicable Application for Payment, \$250 per day for failure to comply with these workforce composition requirements contained herein beginning three days after written notice of non-compliance is received by the Contractor.

ARTICLE 27. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 27.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 27.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 27.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board including but not limited to Uniform Building Code Inspectors (UBCI).

- 27.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 27.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 27.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 27.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 27.03 If any material, equipment or workmanship is determined by Owner, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner or Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 27.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 28. WARRANTY.

- 28.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 28.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the

longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

- 28.03 In addition to the twelve (12) month warranty set forth in this Article, Contractor warrants the Work, equipment, materials and workmanship against latent defects for a period of fifteen (15) years from Final Completion.
- 28.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 29. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

- 29.01 The Contractor shall provide, for the duration of the Work, a suitable lockable office for the Field Construction Manager, UBCI and other designated personnel.

ARTICLE 30. PROJECT RECORD DOCUMENTS AND SURVEY.

- 30.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 30.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 30.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 30.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 31. SALVAGE.

- 31.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 31.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 32. CLAIMS BY THE CONTRACTOR.

- 32.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of Document 00520, Agreement Form, in the event the Contractor is

entitled to assert a claim against Owner for any reason, claims by the Contractor against the Owner are subject to the following terms and conditions:

- 32.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 32.01.02 The Contractor shall continue its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 32.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 32.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 32.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 33. CHANGE ORDERS.

- 33.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 33.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
 - 33.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
 - 33.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
 - a. By mutual agreement between the Owner and the Contractor as evidenced by
 - (a) the change in the Contract Price or time being set forth in Change Order in

accordance with Article 33.02.08 below, and (b) the execution of the Change Order; or,

- b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 33.02.08 below) by determining the "total actual costs" (in accordance with Article 33.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

33.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

33.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

33.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

33.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

33.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 33.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

33.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
- b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
- c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 33.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below), and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below) and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change,

(including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

33.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally received invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

33.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

33.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation system specified elsewhere in the Contract Documents, including Document 01250e, Construction Change Directive.

33.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order on Document 01250f, Project Consultant's Supplemental Instructions and such changes shall be binding on the Owner and the Contractor.

33.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The School Board of Broward County, Florida under Board Policy 7006, the rules of which are incorporated below:

- A. The Superintendent or the Associate Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.
- B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.

ARTICLE 34. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 34.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 31.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 31.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 31.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner.
- 31.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 31.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

31.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 35. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 35.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 35.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 35.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 35.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and manhours lost due to injuries.
- 35.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 35.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 35.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 35.08 Safety Precautions and Programs:
- 35.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 35.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

35.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

35.09 Safety of Persons and Property

35.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

35.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
- b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.

35.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
- b. Holding weekly safety meetings with employees and Subcontractors.
- c. Implementing OSHA Voluntary Protection Programs.
- d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

- e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
- f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

35.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

35.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

35.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

35.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

35.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 36. ROYALTIES AND PATENTS.

36.01 The Contractor shall pay all royalties and license fees.

36.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit

brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

- 36.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 36.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 36.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 37. TAXES.

- 37.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 37.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 37.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 38. INDEMNITY AND HOLD HARMLESS.

- 38.01 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys,

expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Contractor's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

- 38.02 In any and all claims against the Owner by any employee of the Contractor, or anyone for whose acts the Contractor may be liable, the obligations for Contractor to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workman's compensation acts, disability acts, or other employee benefit acts.
- 38.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay, at the sole expense of the Contractor, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. At its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 38.04 The Contractor recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Contractor under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 39. TERMINATION BY THE CONTRACTOR.

- 39.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 90 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 39.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 40. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

- 40.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

- 40.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 40.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
 - 40.02.02 Preserving and protecting Work in place;
 - 40.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
 - 40.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 41. TERMINATION BY THE OWNER.

- 41.01 The Owner may at any time terminate this Contract in accordance with the following terms and conditions.
- 41.02 The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience:
 - 41.02.01 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
 - 41.02.02 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
 - 41.02.03 The Contractor shall also terminate outstanding orders and subcontracts.
 - 41.02.04 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
 - 41.02.05 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
 - 41.02.06 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
 - 41.02.07 When terminated for convenience, the Contractor shall be compensated as follows:
 - a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor

and Contractor waives any and all rights for compensation based upon the termination.

- b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

41.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

41.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

41.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

41.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 41.02 shall apply.

ARTICLE 42. CONTRACTOR'S INSURANCE

- 42.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 42.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 42.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 42.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. All insurance shall name the Owner as an additional insured.

- 42.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 42.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 42.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 42.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 42.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 42.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 42.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations (including but not limited to the State Requirement for Educational Facilities, 1994 (SREF)) in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this

Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms, then the prevailing party shall be entitled to recover its costs and reasonable attorney fees for the litigation and all appeals and said litigation shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

ARTICLE 47. RIGHTS AND REMEDIES

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project

Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. NON-DISCRIMINATION

49.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, religion, color, gender, national origin, marital status, disability or sexual orientation.



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 00910: Addendum

To: All Prospective Bidders

Addendum No.: _____ Date: _____

Project No: 1741-97-05 and 0403-97-05
Project Title: Gym Bleachers
Facility Name: Boyd Anderson High School
Hallandale High School

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the proposed Contract Documents and change the original bidding documents only in the manner and to the extent stated.

Receipt of this Addendum must be acknowledged by inserting its number and date on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

Changes to the Project Manual:

Changes to the Drawings:

Attachments to the Addendum:

Project Manager's Review: _____
(Project Manager's Signature) (Date)

Distribution: 1. Project Consultant 2. Design Section 3. Field Construction Manager 4. Project Manager 5. Project File

School Board Policy No. 7011

7011

7011

POLICY

TITLE: Prequalification of Contractors for Educational Facilities Construction

Authority: See Rule 6A2-2.0111, Florida Administrative Code, and Sections 235.002, 235.01, 235.014, 235.06, 235.211, 235.26, 235.31, 240.327, 255.20, 287.055, 471, , 481, 489.113(2), 489.125, Florida Statutes, and State Requirements for Educational Facilities 1999.

Policy Adopted: 12/7/99

Policy Adopted:

POLICY:

The School Board ("Board") through the Superintendent or his/her designee, shall prequalify all "contractors" for construction contracts including, but not limited to, all bidders, construction managers, design-builders, job-order contractors, term contractors, and all other types of contractors on an annual basis or for a specific project according to the following rules:

A. Criteria

Contractors shall be prequalified on the basis of the following criteria:

- 1) Proof that the contractor holds a ~~current~~ an active and valid contractor's license or registration issued by the State of Florida, or, license issued by Broward County, Florida which authorizes the contractor to supervise work within the scope of the construction process.
- 2) Evidence that the applicant has financial resources to start up and follow through on projects and respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks prequalification. The written verification must be submitted by a licensed surety company rated "A" or better in the current A.M. Best Guide and qualified to do business within the State. In the absence of such written verification, the Board may require the applicant to submit any audited financial information necessary to evaluate an applicant's financial ability to perform the project and to respond to damages in the event of default.
- 3) Evidence of satisfactory experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for similar projects as shown by the successful completion of at least two (2) other projects of similar size within the past five (5) years.
- 4) Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final

judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date of the judgment becomes final.

- 5) Type of work for which the contractor is licensed or registered by the State of Florida, or, licensed by Broward County, Florida.
- 6) Acknowledgement that the contractor has not been found in default of any construction contract within the past five years.

B. Procedures

- 1) The Board shall authorize the Superintendent to hold a public hearing on its behalf to discuss the Board's intent to prequalify contractors. At this hearing, the Superintendent or his/her designee will present and explain the Board policies, procedures, and rules.
- 2) The Superintendent will publish two (2) notices of the public hearing in a local newspaper having general circulation throughout the district at least (30) days and again seven (7) days prior to the hearing. The notice shall contain at least the purpose, date, time, and place of the hearing.
- 3) It is the policy and procedure of the Board to provide for open competition which shall not prevent the submission of a bids, proposals, qualifications, or other required submission, nor prohibit the consideration of a bids, proposals, qualifications, or other required submission, submitted by a prequalified contractor. Those standards which the Board applies when soliciting bids, proposals, qualifications, or other required submission, for goods and services generally shall be applied equally to the solicitation of bids, proposals, qualifications or other required submission, from prequalified contractors.
- 4) It is the policy of the Board to allow for prequalification of any responsible contractor who, through its submittal to the Board, meets the uniform criteria established by the State Requirements for Educational Facilities (Section A of this policy), whether such contractor is a resident or non-resident of the geographic area served by the Board.
- 5) It is the policy of the Board to allow those contractors seeking prequalification to submit all required company financial information separate and apart from the other required submittals, as specifically outlined in the Prequalification Submittals section of the Request or Qualifications, in order to protect privileged company information from public disclosure.
- 6) The Superintendent shall recommend for Board approval a Contractor Prequalification Review Committee (CPQRC) to review and evaluate the submissions and to make recommendations to the Superintendent for the type of project, dollar volume, and limits allowed within the scope of prequalification. The committee shall be composed of the following voting members.
 - a) One General Contractor familiar with the requirements of the District and the Facilities and Construction Management Department program and not having any business relationship with The School Board of Broward County, Florida.
 - b) One Florida Licensed Architect or Engineer familiar with the requirements of the District and the Facilities and Construction Management Department program and not having any business

relationship with The School Board of Broward County, Florida.

- c) ~~Two parents or other~~ **Three** members from the community-at-large (non-employee) **not having any direct or indirect construction-industry business relationship with The School Board of Broward County, Florida.**
- d) Six staff personnel of The School Board of Broward County, Florida, that **may will include, but not be limited to,** a CPA, facilities planner, and others as determined by the Superintendent.
- 7) ~~These prequalification procedures shall not supersede~~ Any small business, woman-owned, or minority-owned business enterprise preference programs adopted by the Board **shall be promoted and encouraged, provided there is no deviation from the policy.**
- 8) Notwithstanding anything contained herein, the Board may reject any proposals which, in the Board's opinion, contain inaccurate information. In addition, the **School Board at a public hearing** shall have the sole discretion to declare a contractor delinquent and to suspend or revoke a prequalification certificate.
- 9) The Board shall receive and either approve or reject each application for prequalification within sixty (60) days after receipt **beginning from the deadline date for submission established** by the District. Approval shall be based on the criteria and procedures established in this policy.
- 10) The Board's policies and procedures may be modified any time as necessary; however, if the Board chooses to terminate the prequalification option then it shall publish notice for a hearing of intent, hold a public hearing and then officially adopt a resolution terminate the prequalification option.

C. **Application**

Each contractor, firm or person requesting prequalification shall submit separate applications, on Board-prescribed forms, that include the following:

- 1) Detailed information setting forth the applicant's competence, past performance, experience, financial resources, capability, (including a Public Entity Crime statement), and references.
- 2) Audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity **current within the week prior to submittal. All financial information provided herein is to remain confidential, utilized for the sole purpose of satisfying prequalification financial criteria and is restricted from being used or made available for any other purposes.**
- 3) General information about the contractor company, its principals, and its history, including state and date of incorporation.
- 4) Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.

- 5) A list of projects completed within the past five (5) years, including **location**, dates, clients, approximate dollar value, ~~and~~ size, **contact name and telephone number**.
- 6) Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
- 7) A list of all pending litigation and all litigation within the past five (5) years, including **matters subject to mediation or arbitration, the style of the matter, the case number and the forum/venue together with an explanation of each**. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
- 8) The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate. The signature shall be notarized.
- 9) When two (2) or more prequalified contractors wish to combine their assets for a specific project, they may do so by filing an affidavit of joint venture. Such affidavit shall be valid only for that specific project.

D. Issuance of Certificate

The Board shall issue to all prequalified contractors a certificate valid for one (1) year **from the date of approval** or for the specific project(s). That certificate shall include the following:

- 1) A statement indicating that the contractor may bid, propose, or otherwise be considered, on this **the** specific project(s) or for this specific time period.
- 2) A statement establishing the total dollar value of the work the contractor will be permitted to have under contract with the Board at any one time. The maximum value shall not exceed the contractor's bonding capacity or ten (1) times the net quick assets.
- 3) A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest project previously completed but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.
- 4) A statement establishing the type of work the contractor will be permitted to provide.
- 5) The expiration date of the certificate.

E. Renewal of Certificate

It shall be the responsibility of the contractor to renew annually certificates not for a specific project. ~~shall be renewed annually.~~

- 1) Financial statements or written verification of bonding capacity on file with the Board shall be updated annually. Failure to submit a new statement or verification of bonding capacity ~~after at least~~ **within** thirty (30) days written notice by the Board shall automatically revoke a prequalification certificate.
- 2) Prequalified contractors may request a revision of their prequalification status at any time they believe the dollar volume of work under contract or the size or complexity of the projects should be increased if

experience, staff size, staff qualifications, and other pertinent data justify the action.

F. Delinquency

The decision to declare a contractor delinquent may be made only by the Superintendent and must be ratified by the Board at its next regular meeting following the decision by the Superintendent. Should the contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and its surety, in writing, that the contractor is disqualified from bidding, proposing, or otherwise receiving consideration, for work with the Board as long as the delinquency exists. A delinquent condition exists when one (1) or more of the following conditions occur without justifiable cause:

- 1) A substantial or repeated failure to comply with contract documents after written notice of such non-compliance.
- 2) A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.
- 3) Substantial deviation from project time schedules after written notice of non-compliance.
- 4) Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors in accordance with approved requisitions for payment.
- 5) Substantial or repeated failure to provide the quality for workmanship compatible with the trades' standards for the community after written notice of such failure.
- 6) Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.
- 7) Failure to maintain the required insurance coverage after written notice of such failure.

G. Suspension or Revocation

The Board may, for good cause, suspend a contractor for a specified period of time or revoke the prequalification certificate. Causes for suspension or revocation shall include, but are not limited to, one or more of the following:

- 1) Inaccurate or misleading statements in the application.
- 2) Declared in default by the Board.
- 3) **Filed for or** adjudged to be bankrupt.
- 4) Performance, in connection with contract work, becomes unsatisfactory to the Board, based on the Board asserting and recovering liquidated damages in an action against the contractor.
- 5) Payment record, in connection with contract work, becomes unsatisfactory to the Board, based on the contractor's failure to comply with the Construction Prompt Pay Act (Section 715.12, F.S.).
- 6) Becomes delinquent on a construction project pursuant to Section F above.
- 7) Contractor's license becomes suspended or is revoked **by a licensing agency**.
- 8) No longer meets the uniform prequalification criteria established in this policy.

H. Appeal

A contractor whose application has been rejected or whose certificate has been suspended or revoked by the Board shall be given the benefit of reconsideration and appeal as follows:

- 1) The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of appeal.
- 2) **The CPORC shall review the additional information and make its recommendation to the Superintendent within (5) calendar days (excluding those days that the School Board of Broward County is closed, e.g.: weekends, holidays, etc).**
- 3) The Board shall act upon the **Superintendent's recommendation** within thirty (30) calendar days ~~after the filing~~ and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

Authority: See Rule 6A2-2.0111, Florida Administrative Code, and Sections 235.002, 235.01, 235.014, 235.06, 235.211, 235.26, 235.31, 240.327, 255.20, 287.055, 471, , 481,489.113(2), 489.125, Florida Statutes, and State Requirements for Educational Facilities 1999.

~~Policy Adopted: 12/7/99~~

Policy Adopted: _____

SECTION 01110 SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Description and Location.
- B. Work by Owner.
- C. Contractor use of site and premises.
- D. Owner occupancy.

1.02 PROJECT DESCRIPTION AND LOCATION

- A. Work of this Contract comprises general construction of removal of existing bleachers, replacing those with new bleachers and minor electrical work.
- B. Project site is located at the following address:

1. Facility Name: **Boyd Anderson High School**
Facility Address: **3050 NW 41 Street**
Lauderdale Lakes, FL 33309
(954) 497-3800

2. Facility Name: **Hallandale High School**
Facility Address: **720 NW 9 Avenue**
Hallandale, FL 33009
(954) 457-2600

1.03 WORK BY OWNER

- A. The Owner will conduct operations using his own forces, separate contractors, and/or municipal work forces to construct site improvements adjacent to and on this project site.
- B. Cooperate and facilitate Owner's operations: Do not limit access to project site.
- C. Coordinate with Project Consultant concerning scheduling, scope, and duration of Owner's operations.

1.04 OWNER SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to Contractor.

2. On delivery, inspect Products jointly with Contractor.

B. Contractor's Responsibilities:

1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload Products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish Products.
4. Repair or replace items damaged after receipt.
5. Submit claims for transportation damage and replace damaged, defective, or deficient items.
6. Arrange for manufacturers' warranties, inspections, and service.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Owner occupancy.
2. Use of designated site areas, sidewalks, and adjacent playground areas by public for school functions.

B. Construction Operations:

1. Limited to areas immediately necessary for performance of the work and as designated in the drawings. [Sheet A-1].
2. Do not disrupt classroom activities: Schedule work involving loud equipment operation, dust producing activities, access to occupied classrooms, or other disruptive or hazardous activities for times during which classes are not in session.
3. School Buildings, including classroom areas, administrative areas, restrooms, cafeterias, gymnasiums, building common areas, playgrounds, walkways, courtyards and other building areas are off limits to contractor personnel except as immediately necessary for the performance of the Work.
4. Do not interact with students, faculty or staff.
5. Do not utilize radios, cellular telephones or paging devices within student occupied spaces.
6. Maintain all exterior areas locations in clean and usable condition. Keep tools, equipment, material, rubbish, and other Work related items out of student areas.

7. Emergency Building Exits During Construction:
 - a. Maintain egress widths to exits.
 8. Administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total Work of the Project.
 9. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
 10. At existing facilities, schedule arrival times of workforce and deliveries to minimize conflict with arriving students, faculty and staff.
- C. Time Restrictions for Performing Work:
1. After Hours and Weekend Work: Coordinate with Project Manager for scheduling after hours and weekend work hours.
 2. Schedule hazardous operations for times during which students and school staff will not be present.
 3. School Schedule:

<u>Activity:</u>	<u>Hours:</u>	<u>Construction Activity Limitations:</u>
Classes in Session	8:00 AM - 2:30 PM	No construction in building interiors.

5. Utility Outages and Shutdown: After normal school hours schedule with Project Manager.

1.06 FUTURE WORK - Not Applicable

1.07 WORK SEQUENCE - Not Applicable

1.08 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate this requirement.

1.09 UTILITY SOURCES - Not Applicable

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01250 CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Documentation of change in Contract Sum/Price and Contract Time.
- C. Change procedures.
- D. Construction Change Directive.
- E. Lump Sum Price change order.
- F. Unit price change order.
- G. Time and material change order.
- H. Execution of change orders.
- I. Correlation of Contractor submittals.

1.02 RELATED SECTIONS

- A. Document 00410: Bid Form: Monetary values established for base bid, alternates, unit prices.
- B. Document 00435: Schedule of Values: Detailed monetary valuation of increments of the Work.
- C. Document 00436: Schedule of Unit Prices: Monetary values of unit prices not used to establish the basis for award.
- D. Document 00520: Agreement Form: Monetary values of established unit prices, acceptance of alternates and percentage allowances for Contractor's overhead and profit.
- E. Document 00700: General Conditions of the Contract: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- F. Document 00800: Supplementary Conditions of the Contract:
- G. Section 01290: Payment Procedures: Payment applications.
- H. Section 01320: Construction Progress Documentation: Work schedule.
- I. Section 01610: Basic Product Requirements: General requirements for products.
- J. Section 01620: Product Options: Options for Products.

- K. Section 01630: Product Substitution Procedures: Substitutions.
- L. Section 01780: Closeout Submittals: Project record documents.

1.03 RELATED FORMS

- A. OEF Form 425: Change Order
- B. Document 01250a: Proposal Request
- C. Document 01250b: Change Order Request (Proposal)
- D. Document 01250c: Proposal Worksheet Detail
- E. Document 01250d: Proposal Worksheet Summary
- F. Document 01250e: Construction Change Directive
- G. Document 01250f: Project Consultant's Supplemental Instructions

1.03 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

- A. Maintain detailed records of the Work. Provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. For all Change Order Proposals, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance, and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a cost plus price basis, with additional information:

Facilities and Construction Management Division

1. Origin and date of claim.
2. Name of the Owner's authorized agent who ordered the work and the date of the order.
2. Dates and times work was performed, and by whom.
3. Time records, summary of hours worked and wage rates paid.
4. Original invoices and receipts for:
 - a) Products used, including a listing of quantities.
 - b) Equipment used, including a listing of dates and times of use.
 - c) Subcontracts, similarly documented.

E. Time Impact Analysis:

1. For all Change Orders and Construction Change Directives where there has been no agreement as to the change's impact on project time, the Contractor shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule. The Time Impact Analysis shall document:
 - a) A schedule sub-net demonstrating how the Contractor proposes to incorporate the change order or delay into his detailed schedule based upon the date the Change Order or Construction Change Directive is issued to the Contractor.
 - b) The status of construction at that point in time.
 - c) The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule closest to the time of delay or change.
2. Submit the Time Impact Analysis as an attachment to each submitted Document 01250b, Change Order Request (Proposal) or within seven (7) days of receipt of a Construction Change Directive or other event which might delay with progress of the Work.
3. When the Contractor does not submit a Time Impact Analysis for a specific change order or delay as an attachment to 01250b, Change Order Request (Proposal) or within the time frames specified for Construction Change Directives or other delays, then it is mutually agreed that the particular Change Order, Construction Change Directive, or delay has no effect on contract time except as otherwise allowed elsewhere within the Contract Documents.
4. When approved by the Owner, the sub-nets associated with that particular Change Order, Construction Change Directive or other delay shall be incorporated into the detailed construction schedule by the Contractor during the first update after such approval.

1.05 CHANGE PROCEDURES

- A. The Project Consultant will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on **Document 01250f: Project Consultant's Supplemental Instructions**.
- B. The Project Consultant may issue a **Document 01250a: Proposal Request** which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
1. Contractor shall prepare and submit an estimate within 14 days after receipt of the Proposal Request in the form of **Document 01250b, Change Order Request (Proposal)** and its required supporting documentation including **Documents 01250c (Proposal Worksheet Detail), 01250d (Proposal Worksheet Summary)** and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
 2. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- C. The Contractor may propose a change by submitting a request for change on **Document 01250b, Change Order Request (Proposal)** to the Project Consultant, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors, the Owner's forces or others.
1. Required supporting documentation includes **Documents 01250c (Proposal Worksheet Detail), 01250d (Proposal Worksheet Summary)**, a Time Impact Analysis, and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
 2. Such proposals by the Contractor are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- D. Preparation of Change Order Items:
1. The Project Consultant will prepare a Change Order Item for the Owner and submit it to the Facilities and Construction Management Department for consideration by the Field Construction Manager, the Facility Manager and other professionals on the Owner's staff.
 2. Upon the recommendation of the Facilities and Construction Management Department, the Change Order will be prepared for consideration by The School Board of Broward County, Florida.

3. Change Orders which are critically needed to facilitate the continuing progress of the Work should be so identified on the submitted **Document 01250b, Change Order Request (Proposal)**. The Owner may issue **Document 01250e: Construction Change Directive**, directing the Contractor to proceed with Work related to a critically required Change Order which is under consideration, but not yet approved, by The School Board of Broward County, Florida.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Project Consultant may issue **Document 01250e: Construction Change Directive**, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. **Document 01250e, Construction Change Directive**, is a written order prepared by the Project Consultant and signed by the Owner and the Project Consultant, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- C. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or where The School Board of Broward County, Florida's process for consideration of a Change Order would unreasonably, at the Owner's discretion, prohibit the Contractor from completing time critical elements of the Work.
- D. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the methods specified in this Specification Section and in the other applicable Contract Documents.
- E. Upon receipt of **Document 01250e, Construction Change Directive**, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Consultant of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum.
- F. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded and issued as a Change Order upon subsequent approval of the proposed Change by The School Board of Broward County, Florida.
- G. Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by The School Board of Broward County, Florida. As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Board approves the changes and an OEF 425, Change Order, is issued to the Contractor.

1.07 LUMP SUM PRICE CHANGE ORDER

- A. Content of Lump Sum Price Change Orders shall be based on:

1. Project Consultant's **Document 01250a: Proposal Request** and Contractor's responsive **Document 01250b, Change Order Request (Proposal)** as mutually agreed between the Owner and the Contractor.
2. Contractor's **Document 01250b, Change Order Request (Proposal)** as recommended by the Project Consultant and approved by the Owner.
3. Owner and Project Consultant will issue and sign **OEF Form 425, Change Order** as authorization for the Contractor to proceed with the changes.
4. Contractor shall sign and date the **OEF Form 425, Change Order** to indicate agreement with the terms therein.

1.08 UNIT PRICE CHANGE ORDER

- A. Content of Unit Price Change Orders shall be based on either:
 1. The Project Consultant's definition of the scope of the required changes.
 2. Contractor's **Document 01250b, Change Order Request (Proposal)** for a change as recommended by the Project Consultant and approved by the Owner.
- B. Amounts of the unit prices:
 1. Shall be those unit prices previously submitted on **Document 00436, Schedule of Unit Prices** during bidding or, as applicable, those submitted on **Document 00410, Bid Form**.
 2. Or, in the absence of previously submitted unit prices, unit prices shall be developed and mutually agreed to by the Owner and the Contractor. In cases where the Owner and the Contractor cannot mutually agree, a reasonable unit price will be determined by the Project Consultant and utilized by the Owner and Contractor as the basis of similar Unit Price Change Orders that may occur during the remainder of the Contract term.
- C. When quantities of each of the items affected by the Change Order can be determined prior to the start of the Work related to that Change Order:
 1. Owner and Project Consultant will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to the start of the Work:
 1. The Project Consultant and Owner will issue **Document 01250e, Construction Change Directive**, directing the Contractor to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.

2. At the completion of the changes:
 - a) The Contractor shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.
 - b) The Project Consultant will review and evaluate the cost of such Work based on the established unit prices and quantities used.
3. Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
4. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

1.09 COST PLUS PRICE CHANGE ORDER

- A. The Project Consultant and Owner will issue **Document 01250e, Construction Change Directive** directing the Contractor to proceed with the changes.
- B. At completion of the change, the Contractor shall submit an itemized accounting and supporting data as required in Article 1.04 above.
- C. Project Consultant will review and evaluate the cost of such work, the required documentation, and the Contractor's calculations of dollar cost and time.
- D. The Project Consultant or the Owner may observe the progress of the Work related to Cost Plus Price Change Orders on a full-time basis or as necessary to substantiate the Work.
- E. Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
- F. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

1.10 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Project Consultant will issue Change Orders for signatures of parties.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. The original contract sum and scheduled values shall be copied in all updated Schedule of Values and Request for Payment forms, and the changes, where necessary, shall be noted and itemized separately at the bottom of the forms.

Facilities and Construction Management Division

- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1700 SW 14th Court
 Fort Lauderdale, FL 33312(954)

765-6390

Document 01250a: Proposal Request

To:

(Contractor)

Proposal Request No.: _____	Date: _____
--	--------------------

Project No:
Project Title:

(One Proposal
request per form)

Facility Name:

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described below.

This is not a Change Order nor a direction to proceed with the Work described below.

Description: (Written description of the Work)

Attachments: (List attached documents that support description):

**Project
Consultant:**

By: (Signature)



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312(954)

765-6390

Document 01250b: Change Order Request (Proposal)

To:

(Project Consultant)

Change Order
Request No.:

Date:

Project No:

Project Title:

Facility Name:

(One Request
(Proposal) per form)

This Change Order Request (Proposal) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents based on Proposal Request No. _____ or other conditions which require this Proposal.

Description of Proposed Change:

Attachments

Reason for Change:

Does Proposed Change involve a change in Contract Sum or Time? Yes No

If yes: Proposed Change in Contract Sum:

Proposed Change in Contract
Time:

Attached Pages: Proposal Worksheet Summary
 Proposal Worksheet Detail(s)

Contractor:

By: (Signature)

Attached is supporting information from: Subcontractor Supplier _____



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1700 SW 14th Court
 Fort Lauderdale, FL 33312

(954) 765-6390

Document 01250c: Proposal Worksheet Detail

To:

(Project Consultant)

Project No:
 Project Title:
 Facility Name:

Proposal Request No.:	Change Order Request No.:
-----------------------	---------------------------

Date Prepared:

From/Trade:

Shaded Areas for Project Consultant's Use Only

Contact:

Phone:

Additions:

Ref No.	Item Description	Quantity	UNIT PRICES		SUBTOTALS		TOTAL
			Materials	Labor	Materials	Labor	
1							
2							
3							
4							
5							
Subtotal: (Enter this number on Worksheet Summary)							

Deductions:

Ref No.	Item Description	Quantity	UNIT PRICES		SUBTOTALS		TOTAL
			Materials	Labor	Materials	Labor	
1							
2							
3							
4							
5							
Subtotal: (Enter this number on Worksheet Summary)							



**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 01250d: Proposal Worksheet Summary

To:

(Project Consultant)

Proposal Request No.: _____	Change Order Request No.: _____
--	--

Project No:
Project Title:
Facility Name:

Date Prepared:

From/Trade: _____

Contact:

Phone: _____

Additions:

Sheet	Item Description	Materials	Labor	Subtotal
1				
2				
3				
4				
5				
6				
7				
8				
Subtotal Additions:				

Deductions:

Sheet	Item Description	Materials	Labor	Subtotal
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Subtotal Deductions:				

Subtotal (Additions - Deductions): _____
10% Subcontractor's Overhead _____
10% Subcontractor's Profit _____
1% Bond Allowance _____

Total _____



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1700 SW 14th Court
 Fort Lauderdale, FL 33312(954)

765-6390

Document 01250e: Construction Change Directive

To:

(Contractor)

Directive No.: _____	Date: _____
----------------------	-------------

Project No:
 Project Title:

(One Directive per form)

Facility Name:

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Proposed Adjustments

- The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
 - Lump Sum Increase Decrease of \$_____.
 - Unit Price of \$_____ per _____.
 - As provided in Specification Section 01250, Contract Modifications.
 - As follows:
- The Contract Time is proposed to be adjusted remain unchanged. The proposed adjustment, if any, is an
 - increase of _____ days.
 - decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.
Project Consultant	Owner	Contractor
By:	By:	By:
Date	Date	Date

Contractor: Return Signed Copy to: Project Consultant Owner _____

**SECTION 01290
PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for payment.

1.02 RELATED DOCUMENTS

- A. Document 00435: Schedule of Values
- B. Document 00436: Schedule of Unit Prices
- C. Document 00520: Agreement Form
- D. Document 00700: General Conditions of the Contract
- E. Section 01250: Contract Modification Procedures
- F. Section 01270: Unit Prices
- G. Section 01320: Construction Progress Documentation
- H. Section 01330: Submittal Procedures
- I. Section 01770: Closeout Procedures

1.03 FORMAT

- A. Submit requests for payment on Document 01290a, Application for Payment and Document 00435, Schedule of Values (as a continuation/detail sheet).
- B. Contractor's electronic media driven forms which replicate the Owner's standard forms may be utilized when pre-approved by the Owner and Project Consultant and when required.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Project Manual Section Number.
 - 3. Description of work.
 - 4. Scheduled Values.
 - 5. Work Completed From Previous Applications.

6. Work Completed This Application.
7. Materials Presently Stored To Date.
8. Total Completed and Stored to Date.
9. Percentage of Completion.
10. Balance to Finish.
11. Retainage.

1.04 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten or computer generated form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D. Entries shall match current data of Schedule of Values, construction schedule, and other reports substantiating the Contractor's progress.
- E. List each authorized Change Order as an extension on Document 00435, Schedule of Values, listing Change Order number and dollar amount as for an original item of Work.
- F. Prepare Application for Final Payment as specified in Section 01770.

1.05 SUBMITTAL PROCEDURES

- A. Submit five (5) copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Personally deliver or transmit to Project Consultant by means ensuring receipt within 24 hours or less. Verify receipt.

1.06 SUBSTANTIATING DATA

- A. Submit data justifying dollar amounts requested for payment on the Document 01290a, Application for Payment. Include as a minimum:
 1. Description of Stored Materials, Storage Place, evidence of inspection by the Project Consultant, and verification that the Contractor's purchase order amounts reconcile with the corresponding line items submitted for stored materials on the Application for Payment.

2. Copies of Document 01320A, Weekly Progress Reports for the respective payment period with copies of Contractor's Daily Log not yet submitted under provisions of Section 01320.
 3. A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
 4. Dollar Value/Time Graphs: Provide graphs as required by Document 00700, General Conditions, Article 9.
- B. Upon request, submit data (or allow inspections) verifying:
1. Regular and continuous updating of Project Record Documents.
 2. Timely payment of Subcontractors and Suppliers.
 3. Copies of acquired authorizations and licenses from governing authorities for current performance of the Work.
 4. Listing of subcontractors and principal suppliers and fabricators (including documentation of any applicable licensure and or journeymen workforce supervision)
 5. Evidence of Drug-Free Workplace compliance, safety programs, prohibition of illegal aliens, and other workforce requirements of the Contract Documents.
 6. Records concerning the dates of delivery of materials, lengths of time materials have been stored, and the time remaining until such materials are incorporated into the Work.
 7. Other evidence as might be required, at the discretion of the Owner and Project Consultant, to verify the progress and quality of the Work.
- C. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Document 01290a: Application for Payment

Project Consultant's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Project Consultant certifies to the Owner that to the best of his knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)

Project Consultant:

By: _____ **Date:** _____
(Signature)

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER'S APPROVAL

AMOUNT APPROVED \$ _____
(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Inspector of Record:

By: _____ **Date:** _____
(Signature)

Project Manager:

By: _____ **Date:** _____
(Signature)

Director, Project Management:

By: _____ **Date:** _____
(Signature)

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Project Administrative Records.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meetings.

1.02 SUBMITTALS

- A. Submit names of staff members, including the Contractor's Project Manager, Superintendent and Superintendent's assistants and other key personnel prior to the Preconstruction Conference. Provide staff names, position assignments, lists of duties and limits of authority, addresses, telephone and Fax numbers, and E-Mail addresses for internet mail services.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation. Comply with related requirements in Section 01330, Submittal Procedures.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 PROJECT ADMINISTRATIVE RECORDS

- A. The Contractor shall maintain administrative records at the project site, unless agreed to otherwise by the Owner, on a current basis. Files will typically include, but not be limited to:
 - 1. Construction Schedule
 - 2. Schedule of Values
 - 3. Contracts or Purchase Orders
 - 4. Project Submittals with Submittal/Approval Logs
 - 5. Equipment Purchase/Delivery Logs
 - 6. The Contract Documents (Drawings, Specifications, Project Manual, Addenda, Change Orders, Supplementary Instructions, etc.)
 - 7. Warranties and Guarantees
 - 8. Cost Accounting Records:
 - a. Labor Costs
 - b. Material Costs
 - 9. Change Order Related Documentation
 - a. OEF Form 425: Change Order
 - b. Document 01250a: Proposal Request
 - c. Document 01250b: Change Order Request (Proposal)
 - d. Document 01250b: Proposal Worksheet Detail
 - e. Document 01250d: Proposal Worksheet Summary
 - f. Document 01250e: Construction Change Directive
 - g. Document 01250f: Project Consultant's Supplemental Instructions
 - h. Supporting documentation for the forms listed above.
 - 10. Payment Request Records
 - 11. Meeting Minutes
 - 12. Cost Estimates

**The School Board of Broward County, Florida
Facilities and Construction Management Division**

13. Bulletin Quotations
14. Laboratory and Testing Agency Test Reports
15. Insurance Certificates and Bonds
16. Purchase Orders
17. Material Purchase/Delivery Logs
18. Technical Standards
19. Design Handbooks
20. Project Record Documents
21. Operating and Maintenance Manuals & Instructions
22. Daily Progress and Manpower Reports
23. Monthly Progress Reports
24. Correspondence Files
25. Transmittal Records
26. Inspection Reports
27. Bid/Award Information
28. Punch Lists
29. Safety Program and OSHA Documentation
30. Material Safety Data Sheets (MSDS)
31. Journeymen Supervision Logs
32. Subcontractor Lists and licensure documentation.
33. Broward County and Municipal permits, authorizations, inspection reports and other project specific documentation.
34. M/WBE utilization and compliance documentation.
35. Other Administrative Documentation as required by the Contract Documents.

1.05 MEETING ADMINISTRATION

- A. The Contractor shall schedule and administer periodic progress meetings, preinstallation meetings and other meetings and conferences as specified within the Contract Documents. For these meetings the Contractor shall:
1. Prepare agenda.
 2. Prepare and distribute written notice of each meeting four (4) days in advance of the meeting date.
 3. Make physical arrangements and accommodation of the meetings.
 4. Preside at meetings.
 5. For those meetings not attended by the Project Consultant:
 - a) Record the minutes of the meeting including all significant proceedings and decisions.
 - b) Reproduce and distribute copies of minutes within three (3) days after each meeting ensuring that copies are distributed to:
 - 1) All participants in the Meeting.
 - 2) To all parties affected by decisions made at the meeting.
 - 3) The Project Consultant and the Owner.
 6. For those meetings attended by the Project Consultant: The Project Consultant will record the minutes of the meeting including all significant proceedings and decisions and distribute copies of the minutes to the parties described above.
- B. The Owner and Project Consultant may schedule and administer meetings and conferences as specified within the Contract Documents or as required by the progression of the Work.
- 1) The administration of these meetings will be by the Project Consultant unless otherwise specified or determined prior to the meeting.
 - 2) Organization, conduct and recording of such meetings shall be by the Project Consultant and similar to that required of the Contractor's meetings.
- C. Representatives of the Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.06 PRECONSTRUCTION MEETING

- A. Owner will schedule and administer the meeting which will take place at the Facilities and Construction Management Department after issue of Document 00550, Notice to Proceed to the Contractor.
- B. Attendance Required:

**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1. Owner.
 2. Project Consultant and Subconsultants.
 3. Contractor's Superintendent and other representatives.
 4. Major Subcontractors and Subcontractors providing critical assemblies, components, systems or equipment.
 5. Major Suppliers and suppliers supplying critical assemblies, components, systems or equipment.
 6. Owner's Test & Balance consultants and/or Building Commissioning Authority.
 7. Others as desired by the Owner, Contractor or Project Consultant.
- C. Agenda:
1. Project Team Members:
 - a. Introduction of Project Team Members.
 - b. Designation of responsible personnel.
 - c. Lines of Communication
 - d. Relationship of school or facility-based personnel and other Departments within the School District to the Project Team.
 2. Distribution and discussion of:
 - a. List of Major subcontractors and suppliers.
 - b. The Construction Schedule
 3. Critical Work sequencing
 4. Major equipment deliveries and priorities.
 5. Procedures and processing of:
 - a. Field decisions and Supplementary Instructions.
 - b. Change Orders.
 - c. Submittals.
 - d. Applications for Payment
 - e. Daily Reports, Monthly Reports and Logs.
 - f. Workforce Composition Requirements
 - g. M/WBE Program Requirements
 - h. Equipment start-up and testing.
 - i. Inspection and acceptance of equipment put into service during construction period.
 - j. Building Commissioning programs as applicable.
 - k. Partnering Process as applicable.

6. Additional sets of Contract Documents required.
 7. Project Record Documents.
 8. Use of Premises:
 - a. Office, work, storage and parking areas.
 - b. Owner's requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary Utilities.
 11. Safety and first aid procedures.
 12. Security procedures.
 13. Housekeeping procedures.
- D. Project Consultant will record minutes and distribute copies.

1.07 SITE MOBILIZATION MEETING

- A. Project Consultant will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Owner.
 2. Project Consultant and Subconsultants.
 3. Contractor's Superintendent and other representatives.
 4. Major Subcontractors and Subcontractors providing critical assemblies, components, systems or equipment.
 5. Major Suppliers and suppliers supplying critical assemblies, components, systems or equipment.
 6. Owner's Test & Balance consultants and/or Building Commissioning Authority.
 7. Others as desired by the Owner, Contractor or Project Consultant.

C. Agenda:

1. Procedures and requirements for:

- a. Use of premises by Owner and Contractor.
- b. Owner's requirements and occupancy including limitations on work periods, contractor access to Owner occupied spaces and other restrictions.
- c. Construction facilities and controls including location of temporary buildings, signage, fencing, barriers and barricades.
- d. Temporary utilities.
- e. Access to the site including traffic control, access roads, parking restrictions, environmental controls and security.
- f. Identification of benchmarks and datum, including survey and layout of the Work.
- g. Work in right-of-way areas and those areas outside the Owner's property line.
- h. Separation of work areas, barriers and dust control.
- i. Relationship of neighboring properties including noise and dust abatement/control, pest control and other environmental measures.
- j. Security and housekeeping procedures.
- k. Protection of existing property and facilities.
- l. Schedules.
- m. Procedures for testing.
- n. Procedures for maintaining record documents.

2) Other administrative requirements: Continuation or follow-up of Preconstruction Meeting topics.

D. Project Consultant will record minutes and distribute copies.

1.08 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Contractor's Superintendent, major Subcontractors and suppliers, Owner, Project Consultant and others as appropriate to agenda topics for each meeting.
- D. Location: Contractor's Site Office.
- E. Suggested Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.

4. Identification of problems which impede planned progress.
 5. Review of construction schedule, schedule of values and applications for payment.
 6. Review proposed changes:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on other Contracts or activities related to Project.
 7. Review of submittals schedule and status of submittals.
 8. Review of off-site fabrication and delivery schedules.
 9. Maintenance of progress schedule.
 10. Corrective measures to regain projected schedules.
 11. Planned progress during succeeding work period.
 12. Coordination of projected progress.
 13. Maintenance of quality and work standards.
 12. Other business relating to Work.
- F. Project Consultant will record minutes and distribute copies.

1.09 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a preinstallation meeting at work site prior to commencing work of the section.
- B. Attendance:
 1. Parties directly affecting, or affected by, work of the specific section.
 2. Project Consultant
 3. Notify and request Owner representation.
- C. Notify Project Consultant and Owner four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 1. Review conditions of installation, preparation and installation procedures.
 2. Review coordination with related work.
- F. Agenda:

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases
 - e. Deliveries.
 - f. Shop Drawings, Product Data and quality control Samples.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities.
 - o. Space and access limitations.
 - p. Governing regulations.
 - q. Safety.
 - r. Inspection and testing requirements.
 - s. Required performance results.
 - t. Recording requirements.
 - u. Protection.

G. Project Consultant will record minutes and distribute copies.

1.10 REQUESTS FOR INTERPRETATION (RFI)

- A. The Contractor may submit **Document 01310a, Contractor's Request for Interpretation**, when the Contractor has questions or requires clarifications concerning aspects of the Work not reasonably inferable from the Contract Documents.
 1. Maintain a log of submitted RFI's.
 2. Limit submittal of RFI's to questions or clarifications that are not reasonably inferable from the Contract Documents.
- B. Upon receipt, the Project Consultant:
 1. Endeavor to respond to submitted RFI's within a reasonable time frame and will attempt to limit the response time to 14 days or less.
 2. Will return RFI's that are obvious or otherwise easily inferable from the Contract Documents to the Contractor without a detailed response.

3. Will notify the Owner and Contractor of those RFI's which require either an extended response time or the initiation of the contract modification process specified elsewhere in the Contract Documents.
4. Will issue Document 01250F, Project Consultant's Supplementary Instructions as necessary and appropriate to implement changes resulting from RFI's that do not affect Contract Sum or Contract Time.
5. Will, after coordination and approval by the Owner, issue Document 01250A, Proposal Request, when necessary and appropriate to implement changes resulting from RFI's that affect the Contract Sum or Contract Time.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 01310a: Contractor's Request for Interpretation

To:
(Project
Consultant)

Attn:

Project No:
Project Title:
Facility Name:

RFI No.: _____ Date: _____

(One RFI item per form)

Subject: _____

Category:

- Information not shown on Contract Documents
- Interpretation of Contract Documents
- Conflict in Contract Document Requirements
- Coordination

Reference:

- Drawing Reference
- Spec/Project Manual Reference
- Other:

Spec No.	Section Title	Paragraph Reference	Drawing Sheet No.	Detail Reference

Request:

Contractor:
Retain copy for Project Files

By: (Signature)

Contractor:

Replies to RFI's will be made by the Project Consultant on Document 01250f, Project Consultant's Supplemental Instructions, for those requests that are not directly or obviously inferable from the Contract Documents.



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 01310b: Transmittal

To:

Attn:

Transmittal Date:

Sent By: Mail Messenger Fax E-Mail
 To Be Picked Up At Facilities & Constr. Mgmt.
 Previously sent by fax on: _____
(Date)

Subject:

Project No: _____ Project Title: _____
Facility Name: _____

We Transmit:

Herewith
 Under Separate Cover Via: Mail Messenger Fax E-Mail _____
 In Accordance With Your Request _____

For Your:

Approval Coordination Information
 Review and Comment Distribution to Parties _____
 Use Record _____

The Following:

Drawings Submittal _____
 Specifications _____ _____
 Change Order _____ _____

Copies	Date	Rev No.	Description	Action Code

Action Codes: **A:** Action Indicated on Item Transmitted **B:** No Action Required **C:** For signature and return to this office **D:** For Signature and forwarding as noted below under remarks **E:** See REMARKS below.

Remarks:

Copies to: Project Manager
 Project File

By: (Signature)



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1700 SW 14th Court
 Fort Lauderdale, FL 33312(954)

765-6390

Document 01320a: Weekly Progress Report

To:

(Project Consultant)

Report No.: _____	Date: _____
-------------------	-------------

Project No:

Project Title: Gym Bleachers

(One Weekly Report per form)

Facility Name:

Contract Completion Date/Time: _____

Approved Time Extensions: _____

Date Construction Started: _____

Contract Completion _____

Date/Time: _____

Revised Completion Date: _____

Percent of Project Completion: _____

Percent of Time Used: _____

Days Elapsed: _____

Is Project on Schedule: Yes No

If Not, Why: _____

Summary of Construction Activities Since Last Report:

Attachments

Attach Additional Sheets as Necessary

Contractor:

By: (Signature)

Attached is supporting information from: Subcontractor Supplier _____
 Copies to: Contractor Project Consultant Owner



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 01320b: Periodic Observation Report

To:

(Owner's Inspector of Record.)

Project No:

Project Title: Gym Bleachers

Facility Name:

Report No.:

Date:

Time:

AM PM

Superintendent Present:

Yes No

Record Doc's Updated:

Yes No

No

Proper Job Trailer Postings:

Yes No

Weather

- Clear
Overcast
Rain
Windy

- Hot
Warm
Cold
Other:

Site Conditions

- Clear
Dusty
Muddy
Other:
Temperature Range:
Wind From:

Day

- Mon
Tues
Wed
Thur
Fri
Sat
Sun

Persons

Contacted:

Items Discussed:

Work Observed:

Attachments: Provide attachment for more detailed descriptions and supporting documentation.

Materials/Equipment Delivered:

Item: Date: Condition: Properly Stored: Utilization:
Yes No Used Idle

Provide attachment to list additional items, note exceptions and detail improper storage.

Workforce:

Total Workers Present: Trades:
Foremen: Journeymen: Apprentices: Helpers:
Other Contractors on Site:

Non-Conforming Work Notices Issued:

Provide copies of Nonconforming Work Notices.

Remarks/Concerns:

Distribution:

Contractor
Project Files

By: (Signature)

Title:



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312(954)

765-6390

Document 01320c: Non-Conforming Work Notice

To:

(Contractor)

Notice No.: _____ Date: _____

Project No:

Project Title: Gym Bleachers

(One Notice per form)

Facility Name:

Contract Document Reference:

Para:

Drawing Ref:

Detail:

Nature of Non-Conformance:

By: (Signature)

Date:

Date Response Needed:

Attachments:

Distribution: Contractor Owner Subconsultant:

Proposed Correction (Response):

Contractor:

By: (Signature)

Date:

Date Response Needed:

Attachments:

Distribution: Project Consultant Owner Subcontractor

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal Schedule.
- B. Contractor's Responsibilities
- C. Submittal procedures.
- D. Proposed Products List
- E. Shop drawings.
- F. Product data.
- G. Samples.
- H. Manufacturers' instructions.
- I. Manufacturers' certificates.
- J. Manufacturer's Field Reports.
- K. Miscellaneous Submittals
- L. Project Consultant's Review

1.02 RELATED SECTIONS

- A. Section 01290: Payment Procedures
- B. Section 01320: Construction Progress Documentation
- C. Section 01770: Closeout Procedures
- D. Section 01780: Closeout Submittals

1.03 SUBMITTAL SCHEDULE

- A. Submit submittal schedule as a separate attachment to the initial construction schedules required as Post Award Information (as required in Document 00200, Instructions to Bidders) and as further specified in Section 01320, Construction Progress Documentation.

- B. Submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product and information related to submittals required for each product:
 - 1. Correlate this submittal schedule with the listing principal Subcontractors and with the contents of the Project Manual.
 - 2. Prepare the Schedule of Submittals in chronological order of submittals. Show category of the submittal (by specification section number), name of subcontractor, a generic description of the Work covered, related specification numbers for adjacent or interfacing Work, activity or event number on the construction schedule, the scheduled date for the first submission, resubmittal, and the final release or approval by the Project Consultant and/or Owner.
 - 3. Coordinate different submittals for the same or directly related units of work to avoid delays resulting from the Project Consultant's need to review submittals concurrently for coordination. No extension of time will be granted as a result of failure to transmit submittals to the Project Consultant sufficiently in advance of the Work.
- C. Assign each required submittal a sequential "Submittal Number" reflecting the chronological order in which the submittal is to be transmitted to the Project Consultant.

1.04 CONTRACTOR RESPONSIBILITIES

- A. Prepare and review submittals prior to transmittal to the Project Consultant.
- B. Verify:
 - 1. Field Measurements
 - 2. Field Construction Criteria
 - 3. Product numbers and other incidental changes to specified products subsequent to publication of the Project Manual.
- C. Coordinate each submittal with the requirements of the Work and the Contract Documents.
- D. Project Consultant's Review:
 - 1. Contractor's responsibility for errors and omissions in submittals is not relieved by the Project Consultant's review.
 - 2. Contractor's responsibility for deviations in submittals is not relieved by the Project Consultant's review of submittals unless the Owner and the Project Consultant give written acceptance of specific deviations.
- E. Notify the Project Consultant in writing, at time of submission, of deviations in submittals from the requirements of the Contract Documents.

- F. Obtain pre-approval of the Project Consultant for partial submittals concerning complex building systems or assemblies.
- G. Do not begin Work which requires submittals until return of submittals from the Project Consultant bearing the Project Consultant's stamp indicating approval of the submittal.
- H. Reproduce and distribute copies of approved submittals to pertinent parties.
- I. Maintain copies of all approved submittals at the project site for quality control comparisons throughout the course of the Work.

1.05 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Document 01330a, Transmittal Form.
- B. Sequentially number the transmittal forms with the number established on the Submittals Schedule:
 - 1. Affix submittal number to all submittal materials, related documentation, and any correspondence concerning a submittal.
 - 2. Resubmittals to have original number with an alphabetic suffix.
- C. Identify each component of submittal with a permanent label for identification. Provide the following information on the label:
 - 1. Project Name.
 - 2. Submittal Number (as outlined above).
 - 3. Date.
 - 4. Name and address of the Project Consultant.
 - 5. Name and address of the Contractor.
 - 6. Name and address of the Subcontractor.
 - 7. Name and address of the Supplier.
 - 8. Name of Manufacturer.
 - 9. Number and title of related specification section.
 - 10. Drawing number and detail reference.
 - 11. Applicable standards (such as ASTM or ANSI numbers)
 - 12. Similar information as necessary to define and distinguish submittal.

**The School Board of Broward County, Florida
Facilities and Construction Management Division**

- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
1. Submittals shall be fully approved by the Contractor prior to their submittal to the project Consultant.
 2. Submittals not bearing the Contractors approval stamp and/or not fully approved by the Contractor will be returned to the Contractor without review.
 3. Unsolicited or informational submittals not required by the Contract Documents will be returned to the Contractor without review.
 4. Partial submittals not preapproved by the Project Consultant will be returned to the Contractor without review.
- E. Schedule submittals to expedite the Project, and deliver to the Project Consultant at his business address.
1. Provide Owner with "concurrent informational copies" of special systems including, but not limited to:
 - a. HVAC Systems and Controls.
 - b. Fire Alarm Systems.
 - c. Electrical Power Systems.
 - d. Intercom Systems
 2. Deliver concurrent informational copies to the Owner at:

The Facilities and Construction Management Department
1700 SW 14th Court
Fort Lauderdale, FL 33312
- F. Coordinate submission of related items.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Project Consultant's review stamps.
- I. Do not reproduce Contract Documents as the basis for any submittal.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal.
1. Shop Drawings:
 - a. Revise initial drawings as required and resubmit as specified for initial submittal.

- b. Indicate on the drawings any changes which have been made other than those required by the Project Consultant.
 2. Product Data, Samples and other Submittals: Transmit new submittal as required for initial submittal.
 3. Revise and correct rejected submittals to make the Work conform to the requirements of the Contract Documents. If requested, the Project Consultant will meet with the Contractor to advise and assist in achieving compliance.
 4. Contractor shall reimburse the Owner for all time spent by the Project Consultant and associated Subconsultants for meetings, consultations and reviews required on re-submittals after the first re-submittal until the rejection is removed. Charges will be based on the Owner's actual costs and will be deducted from the Contract Sum in the form of a Change Order.
- K. Distribute copies of reviewed submittals to concerned parties including Subcontractors, suppliers, fabricators, manufacturers, installers and others as required for the proper performance of the Work. Instruct parties to promptly report any inability to comply with provisions.

1.05 PROPOSED PRODUCTS LIST

- A. Within 15 days from receipt of Document 00550, Notice to Proceed, submit complete list of major products proposed for use as required by Section 01610, Basic Product Requirements.

1.06 SHOP DRAWINGS

- A. Original drawings, prepared by the Contractor, Subcontractor, supplier or distributor which illustrates some portion of the Work; showing fabrication, layout, setting or erection details.
- B. Utilize a qualified detailer to prepare shop drawings.
- C. Submit in the form of one (1) correctable, reproducible transparency and three (3) opaque reproductions. (Opaque reproductions will be retained by the Project Consultant and the Owner.)
 1. Provide on 24 inch by 36 inch sheets or 8-1/2 inch by 11 inch sheets.
 2. Provide accurately scaled drawings showing dimensions and noting which are based on field measurement.
 3. Identify materials and products shown.
 4. Indicate compliance with standards and special coordination requirements.
 5. Identify details by reference to sheet and detail numbers shown on the Contract Documents.

6. Provide project information as required above in a title block. Allow space of not less than 20 square inches adjacent to the title block for Project Consultant's review stamps.
- D. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01780 - Closeout Submittals.

1.07 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
 1. Modify drawings to delete information not applicable to the Work.
 2. Supplement standard information to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 1. Clearly mark each copy to identify pertinent materials, products or models.
 2. Show dimensions and clearances required.
 3. Show performance characteristics and capacities.
 4. Show wiring diagrams and controls.
 5. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Owner.
- D. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01780, Closeout Submittals.

1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Office Samples: Submit samples of finishes in the specified colors, textures and patterns.
- C. Field Samples and Mock-Ups:
 1. Provide field samples and mock-ups as specified in Section 01450, Quality Control.

2. Construct each sample or mock-up complete, including all work of all trades required in finishing the Work.
- D. Provide units identical with final condition the proposed materials or products for the Work.
 1. Include "range" of samples (not less than 3) where unavoidable variations must be expected, and describe or identify variations between units of each set.
 2. Provide full set of optional samples where Project Consultant's selection is required. Prepare samples to match Project Consultant's sample where so indicated.
 - E. Include identification on each sample, with full Project information as required above.
 - F. Submit the number or samples specified in individual specification Sections; one of which will be retained by the Project Consultant.
 - G. Color selections for interior materials will not occur until the Project Consultant has approved samples of all interior finish items. No extension of time or substitution of materials will be granted as a result of the Contractor's failure to provide the Project Consultant with timely color samples of interior finish materials.
 - H. Reviewed samples which may be used in the Work are indicated in individual specification Sections and must be in undamaged condition when incorporated into the Work.

1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Owner for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner.
- D. Submit original documents or copies of project specific certificates to be issued in relation to the Work of this Contract. Standard, generic sample certificates are not acceptable.

1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit three (3) copies of reports within 15 days of observation to Project Consultant for information.

1.12 MISCELLANEOUS SUBMITTALS

- A. Inspection and Test Reports: Classify each inspection or test report as a "shop drawing" or "product data" depending upon whether the report is specifically prepared for this project, or a standard publication of workmanship testing at the point of production. Process inspection and testing reports accordingly.
- B. Survey Data: Where required in the individual specification sections, submit survey for property, field measurements, quantitative records of actual work, damage surveys, and other similar data. None of the specified copies will be returned to the Contractor.
- C. Standards: Where submittal of a standard is required, and where copies of the standard are specified as an integral part of a "product data" submittal, submit two (2) for the use of the Project Consultant and the Owner.
- D. Warranties, Product Bonds, Workmanship Bonds, and Maintenance Agreements: Refer to subsequent specification sections.
- E. Closeout Submittals: Refer to Section 01780, Closeout Submittals and to individual specification sections for closeout submittal requirements and project record documents.
- F. Warranty and Maintenance Manuals: Refer to Section 01780, Closeout Submittals and to individual specification sections for submittal of warranty information and Maintenance Manuals.
- G. Materials and Tools: Refer to individual specification sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be distributed.
- H. Other submittals specified within the Project Manual: Conform to the submittal requirements specified above.

1.13 PROJECT CONSULTANT'S REVIEW

- A. The Project Consultant will review and take appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review is only for general conformance with the information given in the Contract Documents.
- B. The Project Consultant's review will not include review of quantities, dimensions, weights or gages, fabrication processes, construction safety precautions which are the responsibility of the Contractor.

- C. The Project Consultant's review will be conducted with reasonable promptness consistent with sound professional practice and where possible, return the submittals to the Contractors within 14 days. Where submittal must be held for coordination, the Contractor will be so advised by the Project Consultant.
- D. The Project Consultant's review of a specific item does not indicate acceptance of an assembly of which the item is a component.
- E. The Project Consultant will review partial submissions of complex systems or assemblies when requested by the Contractor and pre-approved in advance by the Project Consultant.
- F. The Project Consultant will not review those submittals not approved by the Contractor.
- G. Review and comment by the Project Consultant will be limited to simple notations that can be easily communicated and understood on the reproducible drawings, product data or samples submitted. The Project Consultant's review will not include lengthy or detailed explanations, clarifications, or design information.
- H. Submittals will be rejected in the event examination and review of such documents reveals that the Work does not comply with the Contract Documents, are unclear, or it is evident that the Contractor has not reviewed and approved the submitted data.
- I. The Project Consultant, after his review, will
 - 1. Affix his stamp and initials or signature indicating approval or the requirements for re-submittal or review of the submittal.
 - 2. Return submittals to the Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

Document 01330a: Transmittal Form

To:

(Project
Consultant)

Attn:

Project No:
Project Title:
Facility Name:

Submittal No.:

Date:

Resubmittal

(One Submittal item per form)

We hereby submit:

Qty	Reference Number	Title/Description/ Manufacturer	Spec Section Title, Paragraph/ Drawing Detail Reference

- Submitted for Review and Approval.
- Resubmitted for Review and Approval.

- Complies with contract requirements.
- Will be available to meet construction Schedule.
- Reviewed, coordinated and approved by the General Contractor.

Other remarks concerning submittal:

Contractor:
Retain copy for Project Files

By: (Signature)

Contractor:

To:
(Contractor)

Date Received: _____	Date Returned: _____
-----------------------------	-----------------------------

FROM: _____, Project Consultant

The referenced submittal has been/is:

- Approved
- Approved as Noted
- Disapproved/Resubmit
- Not Subject to Review
- Incomplete/Resubmit
- Provide file copy with corrections identified.
- Full Point by Point Comparative Data Required for Evaluation and Approval Process.
- Other:

By: (Signature)

Project Consultant:

Distribution: Contractor Owner Retain Copy for Project File

SECTION 01350 SPECIAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hurricane/Storm Precautions.
- B. Owner's Full-Time Project Representative.
- C. Partnering

1.02 HURRICANE/STORM PRECAUTIONS

- A. Preliminary preparations: Hurricane Season
 - 1. Discuss hurricane procedures at Progress meetings.
 - c. Designate the Superintendent as the Contractor's point of contact for hurricane preparedness activities.
 - d. Coordinate with the Owner and cooperate with hurricane preparedness activities in both pre-, trans- and post-storm periods.
 - 2. Rosters of Available Personnel:
 - a. Ensure Superintendent maintains a roster of names, addresses, and telephone numbers of:
 - 1) At least three laborers and two carpenters that can be reached in an emergency situation who could and would work around-the-clock, if necessary.
 - 2) Electricians, plumbers and other technicians necessary to secure the site before the storm and remobilize it afterwards.
 - b. Ensure Superintendent maintains a roster and key contacts for all subcontractors, suppliers, and manufacturers.
 - 3. Ensure that Contractor's office on site is equipped with a hurricane tracking map. Watch and track all tropical storms and hurricanes on a daily basis.
 - 4. Temporary Facilities:
 - a. Ensure proper anchoring of All jobsite office trailers, tool trailers and other temporary storage facilities with hurricane anchor straps. Maintain anchorage throughout contract term.

- b. Ensure that adequate plywood or aluminum storm shutters are available for all openings (windows and doors).
 - c. Plan for securing contents or relocating them to a safe location during storm periods. Ensure protection for project records and project record documents.
 5. Maintain clean site and work areas.
 6. Verify that the Builder's Risk policy is in effect and covers wind damage or storm damage.
 7. Make arrangements for and secure cleanup materials and tarps or plastic sheeting for protection of indoor equipment.
- B. Preparation 72 hours prior to Hurricane:
 1. Check to see that all preliminary preparations have been made.
 2. Photograph entire project site. Ensure film and photographs are maintained in a safe location during and after the storm.
 3. Delay delivery of materials that cannot be adequately protected such as cabinets, light fixtures, appliances.
 4. Clean site of loose debris, tools and materials:
 - a. Broom clean entire project inside of building and outside.
 - b. Empty and secure all trash containers: remove trash from site.
 - c. Ensure that no part of the Owner's or adjacent properties will suffer damage from windblown debris originating on the project site.
 5. Protection of the Work:
 - a. Pour any slabs, columns or beams that are available and ready to be poured.
 - b. Secure all loose objects, both inside and outside.
 - c. Band all loose materials on the site with metal straps. Secure banded materials to floors and columns.
 - d. Make projects as wind and watertight as possible by covering all openings with plywood or shutters as appropriate to the level of finish of the Work.
 - e. Power down energized buildings prior to leaving the site before the storm.
 - f. Lower all cranes and free wheel all tower cranes.

1. Tower Cranes: Verify requirements for additional shoring or bracing with engineers and provide if necessary to withstand anticipated wind pressures.
 - g. Check all material hoists to insure that hoist platforms are on the ground and that all towers are securely in place.
6. Temporary Facilities:
- a. Bring all jobsite files, computers, typewriters, calculators, levels, transits, and small tools into the main office or temporarily relocate them to a safe location.
 - b. Secure temporary buildings and shutter openings.
 - c. Power down energized buildings prior to leaving the site before the storm.
7. Ensure security and safety of the site prior to storm.
8. Ensure workers have personally prepared for the storm and are instructed to return as soon as possible after the storm is past.
- C. Post-Storm Activities
1. Photograph project site immediately upon return.
 2. Coordinate and cooperate with Owner and Project Consultant to assess damage.
 3. Ensure immediate safe re-mobilization of site and workforce.
 4. Ensure minimized impact on project schedule.

1.03 OWNER'S FULL-TIME PROJECT REPRESENTATIVE

- A. The Owner may elect to utilize a Full-Time Project Representative. This Full Time-Project Representative may be an employee of the Owner or a special consultant to the Owner but is not designated as a Uniform Building Code Inspector (UBCI) for the purposes of the Work of this Project nor shall that Representative conduct inspections of the Work in lieu of the Owner's (or other designated agency's) UBCI's.
- B. The duties of the Owner's Full-Time Project Representative shall include but not be limited to the following:
 1. Be present at the site at all times when construction is being performed and conduct daily on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.
 2. Anticipate problems which may create delays and problems in construction and report these to the Owner's Inspector of Record (or other Owner designated project manager) for solution.
 3. Attend all pertinent construction conferences and meetings.

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4. Maintain a daily log of project activity including but not limited to: hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal directives to the Contractor and visits of governmental officials and the Project Consultant.
5. If, upon inspection or observations, work is believed not to be in accordance with Contract Documents, advise the Owner's Inspector of Record (or other Owner designated project manager) verbally and in writing.
6. Check that tests and inspections to be performed by others, in addition to those performed by Project Consultant, Subconsultants, Commissioning Authority or other consultants to the Owner, are actually performed in accordance with the Contract Documents.
7. When requested, accompany all Local, State and/or Federal officials on inspections of construction and record the inspection in the log.
8. Cooperate with and facilitate the administration of the contract by the Project Consultant and act to facilitate communications between all parties to the Contract while not circumventing the respective roles of the Contractor, Project Consultant, or various members of the Owner's staff.
9. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings and job log.
10. Review Applications for Payment submitted by the Contractor via the Project Consultant and transmit to the Owner's Inspector of Record (or other Owner designated project manager) with recommendations.
12. Facilitate the inspections of construction with the Owner's Inspector of Record (or other Owner designated project manager) at regular intervals and participate in inspections at substantial and final completion and provide the Owner's Inspector of Record (or other Owner designated project manager) with information as to work which he feels is not complete, defective, or not in accordance with Contract Documents.
13. Refer all communications from School-based personnel that will occupy the Work to the Owner's Inspector of Record and the Manager, Facilities Projects assigned to the Project.
14. Copy the Owner's Inspector of Record (and other Owner designated personnel) on all correspondence related to the Project.
15. Review plans, specifications and various Contractor and Project Consultant submittals on an as required basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Owner's Inspector of Record (or other Owner designated project manager) when he feels problems exist.

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16. Advise the Owner's Inspector of Record (or other Owner designated project manager) when he observes work being performed with unapproved submittals (shop drawings, samples, product information, etc.) or without submittals when such submittals are required by the respective sections of the specifications.
 17. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings and related correspondence. If believed to be in conflict, advise the Owner's Inspector of Record (or other Owner designated project manager).
 18. Check that Contractor is maintaining record notated documents of as-built conditions as required by the Contract Documents.
- B. The Owner's Full-Time Project Representative is not authorized to do the following:
1. Authorize deviations from the Contract Documents.
 2. Expedite the work for the Contractor.
 3. Advise the Contractor on building techniques or scheduling.
 4. Approve Shop Drawings.
 5. Issue Certificates for Payment.
 6. Approve Substitutions.
 7. Interpret the Contract Documents for the Contractor.
- C. The Owner's Full-Time Project Representative should not:
1. Get involved in disputes or problems between Subcontractor and Subcontractor.
 2. Get involved in disputes or problems between Contractor and Subcontractors.
 3. Offer gratuitous advice to Contractor and Subcontractors on how to perform the work whether solicited from Contractors or not.
 4. Make vague and unclear log entries as to the acceptability of the Contractor's work. If unacceptable and not corrected properly and in a timely way, the conditions should be entered into the job log clearly as a statement made with follow-up written communications to the Owner's Inspector of Record (or other Owner designated project manager).
 5. Order a work stoppage except in extreme emergencies affecting Life Safety.

1.04 PARTNERING

- A. The Owner may elect to initiate a "partnering" process for this project. The Contractor, Owner and Project Consultant shall attend facilitated partnering sessions and any regularly scheduled partnering meetings during the course of the Project and shall participate in project related activities associated with the Partnering process at no additional expense to the Owner.

- B. The Contractor shall assist in selecting an independent firm to facilitate the Partnering process, attend facilitated partnering meetings with Contractor and Subcontractor Personnel as required, and facilitate any partnering activities during the execution of the Work as mutually agreed upon by the Contractor, Owner and Project Consultant during the facilitated partnering sessions and as may be written as part of a signed "Partnering Agreement" developed for this project.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01430 QUALITY ASSURANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricator's Qualifications
- B. Installer's Qualifications
- C. Manufacturer's Qualifications
- D. Manufacturer's Field Services
- E. Supplier Qualifications
- F. Testing And Inspection Agency Qualifications
- G. Broward County Licensure Requirements.

1.02 RELATED SECTIONS

- A. Section 01330: Submittal Procedures: Submission of Manufacturers' Instructions and Certificates and other documentation.

1.03 FABRICATOR'S QUALIFICATIONS

- A. A "Fabricator" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor to construct assemblies required for the Work from diverse, usually standardized manufactured parts or components either on the project site or in a shop setting.
- B. The term "experienced," when used with the term "fabricator" means:
 - 1. Having a minimum of five (5) previous consecutive years of experience in the regular fabrication of assemblies, sub-assemblies or components similar to those specified, and
 - 2. Being familiar with the requirements of The School Board of Broward County, Florida.
- D. Fabricators, and the Contractor's workforce in general, are required to comply with the workforce composition requirements specified in Document 00700 (General Conditions of the Contract) and further specified below.

1.04 INSTALLER'S QUALIFICATIONS

- A. An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar

operations. Installers are required to be experienced in the operations they are engaged to perform.

- B. The term "experienced," when used with the term "Installer" means:
1. Having a minimum of five (5) previous Projects similar in size and scope to this Project,
 2. Being familiar with the precautions required.
 3. Having complied with the workforce composition and other requirements of the School Board of Broward County, Florida and other jurisdictional authorities involved in the Work.
- C. Provide the levels of more extensive experience that may be specified within the respective specification sections contained in this Project Manual.
- D. Installers, and the Contractor's workforce in general, are required to comply with the workforce composition requirements specified in Document 00700 (General Conditions of the Contract) and further specified below.

1.05 MANUFACTURER'S QUALIFICATIONS

- A. A "Manufacturer" is a person or entity who produces materials or equipment for the Work, including that manufactured to a special design, but who does not perform labor at the site. Manufacturers are required to be experienced in the operations they are engaged to perform.
- B. The term "experienced," when used with the term "Manufacturer" means:
1. Having a minimum of five (5) previous consecutive years of experience in the regular manufacture of products, materials, components and assemblies similar to those specified, and
 2. Being familiar with the requirements of The School Board of Broward County, Florida.
- C. Upon request, provide:
1. Location of the Manufacturer including foreign or domestic status.
 2. Evidence of the time period in which the manufacturer has been producing the specified products, materials, components or assemblies without formulation, engineering, design or other production changes which would alter or modify their performance characteristics.
 3. Listings of the manufacturer's authorized franchised distributors, installers or applicators.
 4. Manufacturer's latest product performance criteria and test results.

5. List of the manufacturer's technical services and their local availability.
 6. Other pertinent information to establish the capacity, capability and quality of the manufacturer as may be requested by the Project Consultant or Owner.
- D. The Owner reserves the right to require replacement of any manufacturer to whom reasonable objection is made by the Owner or Project Consultant.

1.06 MANUFACTURER'S FIELD SERVICES

- A. Submit qualifications of manufacturer's, suppliers, distributors or other entity's observers to Project Consultant and Owner thirty (30) days in advance of required observations. Observer subject to approval of Project Consultant and Owner and the Owner reserves the right to replace any observer for whom reasonable objection is made.
- B. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or other conditions as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within fifteen (15) days of observation to Owner for review.

1.07 SUPPLIER QUALIFICATIONS

- A. A "Supplier" is a person or entity who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site. Suppliers are required to be experienced in the operations they are engaged to perform.
- B. The term "experienced," when used with the term "Supplier" means:
 1. Having supplied products or materials for a minimum of five (5) previous projects similar in size and scope to the Work specified herein.
 2. Having been in the regular business of supplying similar products and materials for the preceding consecutive three (3) years, and
 3. Being familiar with the requirements of The School Board of Broward County, Florida.
- C. The Owner reserves the right to require replacement of any Supplier to whom reasonable objection is made by the Owner or the Project Consultant.

1.08 TESTING AND INSPECTION AGENCY QUALIFICATIONS

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- A. A "testing laboratory" or "Inspection Agency" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- B. Testing and Inspection Agencies may be hired, paid for and utilized by the Contractor for the Contractor's use at no additional expense to the Owner except as otherwise provided in the Contract Documents.
- C. Such testing and inspection agencies: meet the following qualifications:
 - 1. Laboratory: Authorized to operate in State in which Project is located.
 - 2. Laboratory Staff: Maintain a full time registered Engineer and the necessary specialists on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.09 BROWARD COUNTY LICENSURE REQUIREMENTS

- A. Broward County requires the utilization of a workforce which holds State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the following crafts or trades. Ensure compliance with the Broward County licensure requirements if the listed crafts or trades (as mandated by Chapter 489 of the Florida Statutes and Broward County Ordinance 90-45 respectively) are required for the execution of the Work:
 - 1. Liquified Petroleum Gas (LPG) Contractors:
 - a. General LPG Contractors
 - b. Service and Installation LPG Contractors
 - 2. Plumbing and Specialty Plumbing Contractors:
 - a. Master Plumber
 - b. Specialty Plumbing Contractors:
 - 1) Lawn Sprinkler Plumber
 - 2) Master Natural Gas Fitter
 - 3) Solar Heat Installer
 - c. Journeyman Plumber
 - d. Journeyman Natural Gas Fitter: Specialty Journeyman Plumber
 - 3. Electrical and Specialty Electrical Contractors:
 - a. Master Electrician
 - b. Specialty Electricians:
 - 1) Burglar Alarm Electrician
 - 2) Central Community TV and Radio Specialty Contractor
 - 3) Electrical Sign Master Electrician
 - 4) Fire Alarm Electrician
 - 5) Lightning Protection Systems Contractor
 - 6) Low Voltage Electrician
 - 7) Communications

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- c. Journeyman Electrician
 - d. Electrical Sign Journeyman
 - e. Maintenance Electrician Journeyman
4. Mechanical and Specialty Mechanical Contractors:
- a. Sheet Metal Contractor
 - b. Class A Air Conditioning Contractor
 - c. Mechanical Contractor
 - d. Transport Assembly Contractor
 - e. Insulation Contractor
 - f. Central Vacuum System Contractor
 - g. Pneumatic Control Contractor
 - h. Specialty Mechanical Technicians
 - i. Specialty Air Conditioning Technicians Class "C"
 - j. Specialty Air Conditioning Technicians Class "D":
 - 1) Class "A" Refrigeration Technician
 - 2) Class "B" Refrigeration Technician
 - 3) Warm Air Heating Technician
 - 4) Insulation Contractor
 - 5) Mechanical Maintenance Technician
 - k. Mechanical Journeyman:
 - 1) Insulation Journeyman
 - 2) Journeyman Mechanical Technician
 - 3) Sheet Metal Journeyman
5. Engineered Construction Contractors:
- a. General Engineered Construction Builder
 - b. Special Engineered Construction Categories
 - c. Specialty Engineered Utility and Drainage Builders:
 - 1) Primary Pipelines (Water, Sewer, Drainage) - Class "A"
 - 2) Secondary Pipelines (Water, Sewer, Drainage incidental to parking lots) - Class "B"
 - 3) Plant Construction (Water Treatment, sewage treatment, industrial complexes, pump and lift stations, incinerators) - Class "C"
 - 4) Fuel Transmission and Distribution Lines - Class "D"
 - 5) Underground and Aerial Utility Transmission and Distribution Lines - Class "E"
 - 6) Feeder Distribution Interface (FDI Telephone Boxes) Installer - Class "F"
 - 7) Cable Television - Class "G"
 - 8) Jack and Bore Installer - Class "H"
 - 9) Limited to Irrigation Systems in the Public Right of Way
 - d. Specialty Engineered Structural Builders:
 - 1) Heavy Marine (Harbor facilities, Docks, Shipyards, Bulkheads, Retaining Walls, Seawalls, Dams, Locks) - Class "A"
 - 2) Bridges, Overpasses, Underpasses - Class "B"
 - 3) Tunnels - Class "C"
 - 4) Light Marine (Seawalls, Retaining Walls, Davits, Boat Lifts, Small Docks) - Class "D"
 - 5) Pile Driving - Class "E"
 - e. Specialty Engineered Paving Builders:

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- 1) Major Roads (Asphalt and Concrete Paving for Interstate, Primary, Secondary and Arterial Roadways and Airports and Work Incidental Thereto) - Class "A"
- 2) Minor Roads - (Asphalt and Concrete Paving for Subdivision Facilities and Work Incidental Thereto) - Class "B"
- 3) Concrete Driveways, Curbs, Gutters, and Sidewalks - Class "C"
- 4) Sealcoating - Class "D"
- 5) Surfacing (Tennis Courts, bikepaths, driveways, parking lots, with drainage incidental thereto being limited to soakage pits and drywells) - Class "E"
- 6) Striping, Marking, and Signage of Major and Minor Roadways to include pavements - Class "F"
- f. Specialty Engineered Earthwork Builders:
 - 1) Excavating (canals, lakes, levees) - Class "A"
 - 2) Clearing and Grading - Class "B"
 - 3) Dredging (Canals, lakes and waterways) - Class "C"
6. General and Specialty Building Contractors:
 - a. General Building - Class "A" - Unlimited
 - b. General Building - Class "B" - Commercial
 - c. General Building - Class "C" - Residential
 - d. Limited Specialty Building Categories:
 - 1) Acoustical Ceilings Category - Class "A"
 - 2) Awning Erection Category - Class "AE"
 - 3) Cabinet Installation Category - Class "C"
 - 4) Concrete Placing and Finishing Category - Class "CP"
 - 5) Demolition Category (Nonexplosive) - Class "A"
 - 6) Down Spouts and Gutters: Under Miscellaneous metals or roofing.
 - 7) Drywall and Lathing Category - Class "DL"
 - 8) Elevator Installation and Maintenance Category - Class "E"
 - 9) Fence Erection Category - Class "F"
 - 10) Finish Carpentry Category - Class "FC"
 - 11) Flooring Category - Class "FL"
 - 12) Glazing Category - Class "G"
 - 13) Gunite Category - Class "GU"
 - 14) Insulation Category - Class "I"
 - 15) Masonry Category - Class "M"
 - 16) Miscellaneous Metals Erection Category - Class "MM"
 - 17) Painting (Interior and Exterior) Category - Class "P"
 - 18) Painting Unlimited Category - Class "PU"
 - 19) Plastering and Stucco Category - Class "PS"
 - 20) Roof Decks Category - Class "RD"
 - 21) Roof Painting and Cleaning Category - Class "RP"
 - 22) Roofing Category - Class "R"
 - 23) Rough Carpentry and Framework Category - Class "RC"
 - 24) Sandblasting Category - Class "S"
 - 25) Screen Enclosures Category - Class "SC"
 - 26) Sign Erection Category - Class "SE"
 - 27) Steel Reinforcing and Iron Category - Class "SR"
 - 28) Structural Steel Category - Class "SS"
 - 29) Swimming Pool Construction Category - Class "PC"

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- 30) Swimming Pool Maintenance Category - Class "PM"
- 31) Terrazzo Category - Class "T"
- 32) Tile and Marble Category - Class "TM"
- 33) Waterproofing Category - Class "W"

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01450 QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contractor's Quality Control
- B. Field Samples and Mock-Up Requirements
- C. Plant Inspections and Source Quality Control
- D. Inspection And Testing Laboratory Services
- E. Threshold Inspector
- F. Inspections

1.02 RELATED DOCUMENTS

- A. Document 00520: Agreement Form: Inspections, testing, and approvals required by public authorities.
- B. Document 00700: General Conditions: Inspections, testing, and approvals required by public authorities.
- C. Section 01330: Submittal Procedures.
- D. Section 01710: Examination
- E. Section 01720: Preparation
- F. Section 01730: Execution
- G. Section 01750: Starting and Adjusting, and Section 15995: Start-up and Certification of Air, Water, and Control Systems.
- H. Section 01770: Closeout Procedures: Substantial Completion and Acceptance Inspections.
- I. Individual Specification Sections: Quality control measures, inspections and tests required, and standards for testing.

1.03 REFERENCES

- A. Rules of Florida State Board of Education, Educational Facilities, SREF.

- B. South Florida Building Code, Broward Edition. (For work outside Owner's property line and as otherwise specified)

1.04 CONTRACTOR'S QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence except where those instructions are superceded by more exacting or stringent requirements in the Contract Documents.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Project Consultant before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.05 FIELD SAMPLES AND MOCK-UP REQUIREMENTS

- A. Field Samples and Mock-Ups:
 - 1. Erect at the Project site at location acceptable to the Owner and Project Consultant.
 - 2. Construct each sample or mock-up complete, including all work of all trades required in finishing the Work.
- B. Provide field samples and mock-ups identical with final condition the proposed materials or products for the Work.
 - 1. Include "range" of samples (not less than 3) where unavoidable variations must be expected, and describe or identify variations between units of each set.
 - 2. Provide full set of optional field samples where Project Consultant's selection is required. Prepare samples to match Project Consultant's sample where so indicated.
- C. Include identification on each field sample or mock-up, with full Project information as required in Section 01330, Submittal Procedures.
- D. Provide the number of field samples and mock-ups as specified in individual specification Sections.

- E. Color selections for interior materials will not occur until the Project Consultant has approved samples of all interior finish items. No extension of time or substitution of materials will be granted as a result of the Contractor's failure to provide the Project Consultant with timely color samples of interior finish materials.
- F. Reviewed field samples and mock-ups which may be used in the Work are indicated in individual specification Sections and must be in undamaged condition when incorporated into the Work.

1.06 PLANT INSPECTIONS AND SOURCE QUALITY CONTROL

- A. The Project Consultant, UBCI and other inspectors, and other personnel authorized by the Owner, shall at all times have access to the Work whenever it is in preparation or progress and wherever located.
- B. Provide safe facilities for such access so the Project Consultant and the Project Manager may perform their functions under the Contract.
- C. Ensure that off-site work locations (including factories, shops, warehouses and other structures which might be used for the manufacture, fabrication, assembly and storage of any element which will be incorporated into the Work) conforms the quality standards specified herein.
- D. Ensure that all off-site work is performed to the standards specified in this Project Manual for the respective elements of the Work.

1.07 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Owner.
- C. Reports will be submitted by the independent firm to the Owner, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Owner independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Owner. Payment for

retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

1.08 THRESHOLD INSPECTOR

- A. For threshold buildings as defined in Section 553.71(7), Florida Statutes, the Owner will provide a "Special Inspector" who will inspect all structural work in accordance with the "Inspection Plan" as provided by others and who will also inspect the shoring and reshoring construction for conformance to the shoring and reshoring plans.
- B. Provide one (1) set of shoring and reshoring plans applicable to the construction of structural elements required by the Contract Documents to the Project Consultant and the Owner. Provide all revisions, corrections and modifications to the shoring and reshoring plans to the Project Consultant, Owner and Special Inspector.
- C. Notify the Special Inspector not less than twenty-four (24) hours in advance to permit structural inspections prior to the Work being covered or concealed.
- D. Schedule inspections at times indicated on the Inspection Plans or as otherwise coordinated with the Special Inspector as necessary to ensure compliance with the Contract Documents.
- E. Contractor's responsibility for reinspections, concealed Work that must be uncovered, correction of deficient elements of the Work, and cutting and patching are the same as specified elsewhere in the Contract Documents.

1.09 INSPECTIONS

- A. Uniform Building Code Inspector:
 1. Uniform Building Code Inspector (UBCI): Employees of The School Board of Broward County, Florida and others designated by the Facilities and Construction Management Department who are certified as a UBCI by the Florida Department of Education (DOE).
 2. UBCI's are required by SREF to inspect the Work on an at least weekly basis and to conduct mandatory inspections required by SREF or the technical specifications of the Project Manual to determine the Work's compliance with SREF. UBCI's also provide construction observation services as directed by the Director of Facilities.
 3. In addition to the list of Mandatory Inspections scheduled below, UBCI's may also inspect any other aspect of Work at any other time during the progress of the Work.
 4. If the UBCI observes what is believed to be a procedure incompatible with the Contract Documents, the UBCI will immediately notify the Project Consultant and Project Manager with a request for clarification and/or correction.

5. The Owner may designate members of Owner selected consulting firms as inspectors.

B. Municipal, Broward County, And Other Jurisdictions

1. The Owner is exempt from all other state, county, district, municipal, or local building codes, interpretations, building permits, ordinances, and assessments of fees for building permits, ordinances, and impact fees or service availability fees except for Work outside the Owner's property line and for water and sewer connections to municipal or county systems.
2. Work outside the Owner's property line, such as that within roadways, public rights-of-way, or on adjacent properties are within the jurisdiction of the respective municipality, Broward County, Florida, Federal or other special district within which the Work is located. Generally, these areas of Work are governed by the South Florida Building Code, latest Broward Edition, and other administrative requirements established by the jurisdictional agency.
3. The Contractor is responsible for procuring and paying for all permits required by respective jurisdictional authorities for Work located outside the Owner's property line.
4. Coordinate with respective jurisdictional agencies to verify their requirements and procedures for requesting and conducting inspections of the Work.

C. Inspection Procedures:

1. On-Site Inspections:

- a. Requests for Inspection: For on-site inspections (for work with-in the Owner's property line), notify the UBCI a minimum of **24 hours prior** to the time of the requested inspection. Inspections requested which fall on weekends or holidays observed by the Owner will be scheduled for the next business day except for exceptional circumstances approved by the Owner in advance. Provide a simultaneous notification to the Project Consultant that the Request for Inspection has been made. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
- b. Inspections will be conducted by the UBCI.
- c. Do not contact municipal or Broward County Building Departments for inspection of on-site Work. Coordinate any required County and Municipal inspections on site with the Project Consultant and Owner.
- d. Cooperate with and facilitate the UBCI's inspection by providing incidental labor and facilities:
 - 1) To provide access to Work to be inspected.

- 2) To obtain and handle samples at the site or at source of Products to be inspected or tested.
- 3) To facilitate tests and inspections.
- 4) To provide storage and curing of test samples.
- 5) Maintaining complete set of submittals on site as specified in Section 01330, Submittal Procedures, and having them available for the UBCI's use.

2. Off-Site Inspections:

- a. Requests for Inspection: For off-site inspections (for work outside the Owner's property line), request inspection from the respective jurisdictional agency according to that agency's standard request procedures. Notify the UBCI and the Project Consultant a minimum of **24 hours prior** to the time of the requested inspection. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
- b. Inspections will be conducted by the inspector representing the respective jurisdictional agency in the presence of the UBCI, and the Project Consultant.
- c. Cooperate with and facilitate the jurisdictional agency's inspection by providing incidental labor and facilities:
 - 1) To provide access to Work to be inspected.
 - 2) To obtain and handle samples at the site or at source of Products to be inspected or tested.
 - 3) To facilitate tests and inspections.
 - 4) To provide storage and curing of test samples.
- d. Provide Inspection Report as specified below.

3. Non-Conforming Work

- a. Re-execute or correct Work identified during inspections as deficient.
- b. Upon completion of re-executed or corrected Work, request re-inspection following procedures specified above.

D. Inspection Reports:

**The School Board of Broward County, Florida
Facilities and Construction Management Division**

1. After each inspection promptly submit three copies of inspection report to Project Consultant.
2. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name and affiliation of inspector (UBCI, municipal, Broward County, etc.).
 - d. Date and time of inspection.
 - e. Weather conditions and temperature at the time of inspection.
 - f. Identification of product and relative specification sections.
 - g. Location in the Project.
 - h. Type of inspection.
 - i. Results of tests,
 - j. Conformance with Contract Documents.
3. When requested by Project Consultant, provide interpretation of inspection results.

E. Limits On Inspector's Authority:

1. UBCI and jurisdictional agency inspectors may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. UBCI and jurisdictional agency inspectors may not accept any portion of the Work.
3. UBCI and jurisdictional agency inspectors may not assume any duties of Contractor or the Project Consultant.

F. Schedule Of Mandatory UBCI Inspections:

1. This schedule indicates mandatory inspections required, as applicable, to every project:
 - a. **Soil Compaction:** Special inspections and related testing. Schedule inspections for all lifts of entire building pad.
 - b. **Driving of Piles:** Inspections during the driving of piles (Special Inspector)
 - c. **Footings and Foundations** (Including footings, pile caps and grade beams): Inspection prior to pouring concrete and after excavations, placement of fill and compaction, form erection, and placement of reinforcing steel placement and prior to pouring concrete.
 - d. **Slabs on Grade:** Inspection prior to pouring concrete and after excavations, placement of fill and compaction, form erection, steel reinforcing bar placement, wire mesh placement, and vapor barrier installation.
 - e. **Concrete Columns:** Inspection prior to erection of forms and pouring of concrete and after placement of reinforcing steel.

- f. **Concrete Unit Masonry:** Inspection after each successive pour after placement of reinforcement and prior to pouring of the grout.
- g. **Concrete Beams and Tie Beams:** Inspection prior to pouring concrete and after erection of forms, placement of reinforcing steel, bracing, and shoring.
- h. **Structural Steel:** Inspection after erection of steel framing members, permanent and temporary bracing, steel floor joists, steel roof joists or trusses, and anchors/welds.
- i. **Roof Trusses:** Inspection after erection of truss members, permanent and temporary bracing, roof sheathing and bottom chord furring members and anchors/welds.
- j. **Roof Deck or Sheathing:** Inspection after placement and attachment of panels or planking and prior to application of base or anchor sheets of roofing system.
- k. **Roofing Dry-In:** Prior to application of membrane plies or other elements of finish roofing system.
- l. **Roofing:** At completion of roofing installation with all flashing systems and roof accessories, roofing aggregate, roof coatings, walkways and other related items are installed.
- m. **Above Ceilings:** Inspection after framing, support system and/or ceiling grid and prior to the application of ceiling finish materials or acoustic lay-in panel.
- n. **Framing:** Inspection prior to application of gypsum wall board, tile backer boards, metal lath, or other interior finish systems and after:
 - 1) Installation of all structural elements including: furring, firestops, nailers, anchors, and bracing, and
 - 2) Completion of inspections for rough-in electrical, plumbing and HVAC systems. Refer to mandatory inspections for each of these respective systems.
- o. **Insulation:**
 - 1) Interiors: Inspection prior to installation of gypsum wallboard or other wall/partition systems.
 - 2) Exteriors: Inspection prior to application of finish systems.
- p. **Lathing:** Inspection prior to application of plaster, stucco or other coatings, and after installation of lath and all accessory items (plaster stops, expansion and corner beads, etc).

- q. **Plaster Base:** Inspection prior to application of plaster basecoat and after installation of plaster base (including gypsum board, wire lath, and masonry type bases) and all associated accessories including corner beads, expansion joints, strip reinforcing, and nailers for molding, trim and other items.
- r. **Gypsum Wallboard Systems:**
 - 1. Screw inspection: prior to application of joint reinforcement and joint compounds.
 - 2. Installation inspection: after application of joint reinforcement and joint compounds, completion of sanding and preparation for finish material application or painting.
- s. **Curtain Wall:** Inspection at each floor level prior to concealing curtain wall attachments to structural substrate..
- t. **Store Front:** Inspection prior to concealing store front attachments to structural substrate.
- u. **Windows and Glass Doors:** Inspection prior to concealing window and door attachments to structural substrate.
- v. **Ceramic and Quarry Tile Installation:** Upon completion of installation of tile.
- w. **Hardware:** Upon completion of installation hardware.
- x. **Swimming Pool:** Minimum of three mandatory inspections per pool:
 - 1) Structural Inspection: Inspection prior to placement of concrete and after excavation and installation of reinforcing steel, bonding and main drain.
 - 2) Dry Pool Inspection: After completion of all pool elements including piping, electrical connections, installation of accessories and finishes.
 - 3) Wet Pool Inspection: Pool filled with water and and all systems (pumps, filter, lighting, etc) operating.
- y. **Mechanical:**
 - 1) **Plumbing:**
 - a) Temporary services.
 - b) Underground: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
 - c) Rough: Inspection at completion of ground work and at completion of rough plumbing for each floor.

- d) Trim: Inspection at completion of fixture installation.
- e) Sprinkler: Testing and inspection at completion of sprinkler plumbing.
- f) Plumbing System Disinfection

2) HVAC Systems:

- a) Underground: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- b) Piping:
- c) Chiller-AHU:
- d) Insulation:
- e) Duct Work:
- f) Controls:

z. Electrical:

- 1) Underground: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- 2) Temporary Electrical Service:
- 3) Duct Bank
- 4) Slab
- 5) Rough
- 6) Trim

aa. Playground Installation

- 1) Footings: Prior to installation of equipment.
- 2) Equipment: Including all equipment items, resilient finish surfaces, landscape and accessory elements.

bb. Irrigation System Tests and Inspections

cc. Elevators

dd. Substantial Completion Inspection

ee. Final Completion Inspection

ff. DOE Final and Occupancy Inspection

2. Additional inspections may be required by the respective technical specifications or as determined by the UBCI or jurisdictional inspector. The Contractor will be notified in advance of any additional inspections required.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01610 BASIC PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product List Schedule
- B. General Product Requirements

1.02 RELATED DOCUMENTS

- A. Section 01330: Submittal Procedures
- B. Section 01620: Product Options

1.03 SUBMITTALS

- A. Proposed Product List:
 - 1. Prepare a schedule showing products specified in a tabular form acceptable to the Project Consultant as specified below.
 - 2. Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
 - 3. Format: Prepare the product listing schedule with information on each item tabulated under the following column headings:
 - a. Related Specification Section number.
 - b. Generic name used in Contract Documents.
 - c. Proprietary name, model number and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date, or time span of delivery period.
 - 4. Initial Submittal: Within 15 days from receipt of Document 00550, Notice to Proceed, submit 3 copies of an initial product list schedule.

- a. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
 - b. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
5. Completed Schedule: Within 45 days from receipt of Document 00550, Notice to Proceed, submit 3 copies of the completed product list schedule.
- a. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
 - b. Provide comprehensive listing of product selections and designations for all major products.
6. Project Consultant's Action:
- a. The Project Consultant will respond in writing to the Contractor within 2 weeks of receipt of the completed product list schedule.
 - b. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents.
 - c. The Project Consultant's response will include:
 - 1) A list of unacceptable product selections, containing a brief explanation of reasons for this action.
 - 2) A request for additional data necessary for the review and possible acceptance of the products and manufacturers listed.

1.04 GENERAL PRODUCT REQUIREMENTS

A. Definitions:

1. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
2. Materials: are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. Equipment: is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

- B. Do not use products removed from existing premises, other facilities or other construction sites, except as specifically permitted by the Contract Documents.**

- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 - 1. Provide manufactured and fabricated products that produced and assembled in accord with the best design, engineering and shop practices.
 - 2. Provide products that are suitable for the service conditions.
 - 3. Adhere to specified product, equipment and component capacities, sizes and dimensions.
 - 4. Provide identical products when multiples of the same product are required.
 - 5. Do not use material or equipment for any purpose other than that designated or specified.
- E. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- F. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- G. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.
- H. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- I. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- J. Equipment Nameplates:
 - 1. Provide a permanent nameplate on each item of service-connected or power-operated equipment.
 - 2. Locate on an easily accessible surface which is inconspicuous in occupied spaces.
 - 3. The nameplate shall contain the following information and other essential operating data:

- a. Name of product and manufacturer.
- b. Model and serial number.
- c. Capacity.
- d. Speed.
- e. Ratings.

1.05 TOXIC SUBSTANCES

- A. Chapter 87-202, Laws of Florida, delineates the parameters for the use of toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair and maintenance of educational facilities.
- 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:
 1. Name of substance to be used.
 2. Where substance is to be used.
 3. When substance is to be used.
- C. **Other Prohibited Materials:** In addition to the restrictions placed by Chapter 87-202, Laws of Florida, use of the following materials is strictly prohibited on School Board of Broward County, Florida projects:
 1. **Asbestos bearing materials.**
 2. **Cellulose or urea formaldehyde foam insulation products.**
 3. **Lead in plumbing pipe solders or other plumbing components.**
- D. Handling of toxic or hazardous materials:
 1. Storage: Do not store any chemical or otherwise hazardous product in any size container outside of a building. Provide proper secondary containment barriers for all stored chemicals or hazardous materials.
 2. Do not discharge any volume of any material or chemical directly onto the ground, into any water source, or into any storm drain. Discharge materials or chemicals into sanitary sewer system in accordance with local, Broward County, and State of Florida requirements.

3. Do not store buckets, drums, large containers of chemicals or other hazardous materials on site. Dispose of on any such containers off site in accordance with local, Broward County, and State of Florida requirements.
4. The Contractor shall remove all chemical products from the site at the completion of its use for immediate prosecution of the Work. Extra stock materials shall be properly stored on site and conveyed by the Contractor upon notice by the Owner to a storage area designated by the Owner.
5. Material Safety Data Sheets (MSDS) shall be maintained by the Contractor on site at all times for all chemicals/products.

E. Contractor's Responsibility:

1. The Contractor is responsible for materials and chemicals used during the prosecution of the Work.
2. Any contractor who spills or leaves hazardous materials on or near the site or any other location used in connection with prosecuting the Work which cause an environmental problem or cause a notice of compliance issued by any authoritative Federal, State and Local governmental agency; shall be responsible for:
 - a. Any and all cleanup costs
 - b. Any and all enforcement fines/penalties and any other associated cost and/or actions deemed necessary as to resolve the problem, to the satisfaction of the respective jurisdictional agency and the Owner.

PART 2 PRODUCTS

2.01 See Section 12664 Telescoping Bleachers

PART 3 EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01620 PRODUCT OPTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product Quality Assurance.
- B. Product Selection

1.02 RELATED DOCUMENTS

- A. Section 01610: Basic Product Requirements
- B. Section 01630: Product Substitution Procedures

1.03 PRODUCT QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
 - 1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Project Consultant for a determination of the most important product qualities before proceeding.
 - 2. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility.
 - 3. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other contractors or the Owner's own forces.
 - 2. If a dispute arises between Contractors over concurrently selectable, but incompatible products, the Project Consultant will determine which products shall be retained and which are incompatible and must be replaced.

- C. Foreign Product Limitations: Provide domestic products except where particular foreign products are specified or in instances where no available domestic product complies with the Contract Documents.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

- A. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 - B. General: The compliance requirements, for individual products as indicated in contract documents; are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.
 - C. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the contract documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying:
 - D. Single Product/Manufacturer Name as Basis of Design or Standard of Comparison: Provide product indicated, unless "equivalent" products with listed salient features for equivalency are permitted.
 - 1. Advise Project Consultant before proceeding, where known that named product is not a feasible or acceptable selection.
 - 2. Submit substitution request under provision of Section 01630, Product Substitution Procedures, where equivalent products are not listed.
 - E. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products that do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Project Consultant before proceeding.
 - F. "Named" Products, except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Project Consultant for acceptance before proceeding.
 - G. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with

requirements including these standards, codes and regulations, is Contractor's option.

- H. Performance Requirements: Provide products which comply with specific performances indicated, and that are recommended by manufacturer for the application indicated.
 - 1. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance.
 - 2. General overall performance of a product is implied where the product is specified for specific performances.
- I. Descriptive Specification Requirements: Provide products which have been produced in accordance with descriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- J. Visual Matching: Where matching an established sample is required, the final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Project Consultant. Where there is no product available within the specified product- category that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
- K. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures... " or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other specified requirements. The Project Consultant is subsequently responsible for selecting the color, pattern and texture from the product line selected by the Contractor.

PART 3 EXECUTION

\\Not Used

END OF SECTION

SECTION 01740 CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Final Cleaning
- B. Progress Cleaning
- C. Site Maintenance

1.02 RELATED DOCUMENTS

- A. Document 00520: Agreement Form
- B. Section 01350: Special Procedures
- C. Section 01410: Regulatory Requirements
- D. Section 01520: Construction Facilities
- E. Section 01570: Temporary Controls
- F. Specification Sections Division 2 through 16: Cleaning for specific products or elements of the Work.

1.03 GENERAL REQUIREMENTS

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.04 QUALITY ASSURANCE

- A. Cleaning:
 - 1. Employ experienced workers or professional cleaners for final cleaning.
 - 2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
 - 3. Comply with manufacturer's instructions:

- a. Use only those cleaning methods recommended by manufacturer of the surface materials to be cleaned.
- b. Use cleaning materials only on surfaces recommended by manufacturer of the surface materials to be cleaned.

1.05 SAFETY REQUIREMENTS

- A. Standards: Maintain Project in accord with safety and Insurance standards.
- B. Hazards Control:
 1. Do not utilize volatile or noxious substances without approval of Project Consultant.
 2. Maintain proper ventilation when using cleansing agents and other chemicals.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish and waste materials on project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oils, or paint thinner in storm or sanitary drains.
 3. Do not dispose of any wastes into canals, streams or waterways.

1.06 COLLECTION AND DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- B. Utilize waste disposal franchise specified by municipal jurisdictional authority if required in the municipality in which the project site is located.
- C. Collect waste from construction areas and elsewhere daily:
 1. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
 2. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by properly containerizing and appropriately ventilating.
 3. Dispose of material in a lawful manner.

1.07 PEST CONTROL

- A. Engage exterminator to make final eradication of rodents, insects and other pests as specified in Section 01570, Temporary Controls.

- B. Repeat final treatments as necessary until Owner occupancy to ensure rodent, insect and pest free facilities.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by product manufacturer suitable for surface to be cleaned.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that site and grounds, and public properties adjacent to site are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Each day during progress of Work, clean immediate work site and adjacent areas, and dispose of project related waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Coordinate with municipality's franchise as specified above.
- E. Vacuum clean interior of building areas:
 - 1. When surfaces are ready to receive painting.
 - 2. Prior to the installation of finish flooring materials.
 - 3. Prior to application or installation of materials, finishes or equipment which would be degraded by dust or dirt.
 - 4. On an as-needed basis to maintain clean work areas through substantial and final completion.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 CLEANING PRIOR TO SUBSTANTIAL COMPLETION

- A. Conduct inspection of sight-exposed interior and exterior surfaces and concealed spaces: Ensure clean condition and removal of debris.

- B. Complete the following cleaning operations before requesting Substantial Completion Inspection:
1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass in doors and windows.
 - a. Remove glazing compound and other substances that are noticeable vision-obscuring materials.
 - b. Replace chipped or broken glass and other damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances:
 - a. Restore reflective surfaces to their original reflective condition.
 - b. Leave concrete floors broom clean.
 5. Vacuum carpeted and other "soft" finished surfaces:
 - a. Remove and repair stains, discolorations, abrasions, cuts or other damage.
 - b. Do not "spot patch" sheet or roll products unless approved by the Project Consultant and Owner.
 4. Wipe surfaces of mechanical and electrical equipment:
 - a. Remove excess lubrication and other substances.
 - b. Clean plumbing fixtures to a sanitary condition.
 - c. Clean light fixtures and lamps, including reflectors, bulbs and diffusers.
 5. Clean ducts, blowers, coils, diffusers and other elements of air conditioning systems.
 6. Replace air conditioning filters.
 7. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances:
 - a. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - b. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

3.03 FINAL CLEANING

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- A. Site ammenities and manufactured items:
 - 1. In preparation for final completion or occupancy, conduct final inspection of sight-exposed exterior surfaces.
 - 2. Remove grease, dust, dirt, stains, label, fingerprints, and other foreign materials, from sight-exposed exterior finished surfaces.
 - 3. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- B. Broom clean paved surfaces adjacent to playground; rake clean other surfaces of grounds adjacent to playgrounds.
- C. Maintain cleaning until Owner occupancy.

END OF SECTION

**SECTION 01770
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary Procedures.
- B. Substantial Completion Inspection Process.
- C. Final Completion Inspection Process.
- D. Final Adjustment of Accounts.
- E. Reinspection Fees.
- F. Punchlist Completion

1.02 RELATED DOCUMENTS

- A. Document 00520: Agreement Form.
- B. Document 00700: General Conditions of the Contract
- B. Section 01780: Closeout Submittals.
- C. Section 15995: Start-up and Certification of Control Systems.

1.03 RELATED FORMS

- A. Document 01250b: Change Order Request (Proposal).
- B. Document 01770a: Contractor's Request for Substantial Completion Inspection.
- C. Document 01770b: Consultant's Notification of Readiness for Substantial Completion Inspection.
- D. Standard Form 727: Substantial Completion Inspection.
- E. Standard Form 728: Substantial Completion Punch List.
- F. Document 01770f: Contractor's Request for Final Completion Inspection.
- G. OEF 110: Request for Inspection and Occupancy Certificate.

1.04 PRELIMINARY PROCEDURES

**The School Board of Broward County, Florida
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- A. If the date required for Substantial Completion has past or cannot otherwise be met by the Contractor, the Contractor shall submit:
1. A request for time extension if the required date of Substantial Completion stipulated by the Contract Documents (or as modified by an Owner approved Change Order allowing a change in Contract Time) has past.
 2. Provide complete details and attach substantiating evidence concerning reasons for requested Time extension.
 3. Format: Submit request for time extension on Document 01250B: Change Order Request (Proposal) with associated detail sheets as specified in Section 01250, Contract Modification Procedures.
- B. Before requesting inspection for certification of Substantial Completion, complete the following:
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 2. Advise Owner of pending insurance change-over requirements.
 3. Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents for submittal under provisions of Section 01780, Closeout Submittals.
 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information under provisions of Section 01780, Closeout Submittals.
 6. Deliver tools, spare parts, extra stock, and similar items as specified in respective specification sections of Divisions 2 through 16 and in Section 01780, Closeout Submittals.
 7. Advise the Owner's personnel of pending change-over in security provisions.
 8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel.
 9. Complete final clean up requirements, including touch-up painting.
 10. Touch-up and otherwise repair and restore marred exposed finishes.

1.05 CONTRACTOR'S REQUEST FOR INSPECTION

- A. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant Document 01770a, Contractor's Request for Substantial Completion Inspection including a comprehensive list of items to be completed or corrected.
- B. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- C. Project Closeout Submittals: Project closeout submittals required by the Contract Documents for the Work, or a portion thereof, shall be submitted by the Contractor at or prior to the time of his request under provisions of Section 01780, Closeout Submittals.

1.06 PROJECT CONSULTANT'S DETERMINATION OF READINESS

- A. Upon receipt of the Contractor's Request for Substantial Completion Inspection, the Project Manager will make a preliminary inspection to determine whether the Work or designated portion thereof is appropriately ready for a Substantial Completion Inspection.
- B. The Project Manager will notify the Owner and the Contractor of the results of his inspection by completing and distributing Project Manager's Notification of Readiness for Substantial Completion Inspection.
 - 1. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents and which would preclude beneficial occupancy and would render the Work not Substantially Complete, the Contractor shall correct such item upon receipt of Document 01770b. The Contractor shall then submit another request for inspection by the Project Manager to determine the completion status of the Work or designated portion thereof.
 - 2. When the Project Manager judges that the Project may be substantially complete in accordance with the terms of the Contract Documents, he will notify the Owner that the Work, or portion thereof, is ready for the Owner's Substantial Completion Inspection.

1.07 SUBSTANTIAL COMPLETION INSPECTION

- A. The Owner, upon notification from the Project Consultant that the Work, or a portion thereof, may be substantially complete and all project closeout submittals pertaining to the Work, or portion thereof, have been approved and forwarded to the Owner, will direct the Project Consultant to schedule and coordinate the Owner's Substantial Completion Inspection.

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Facilities and Construction Management Division**

- B. The Owner's Substantial Completion Inspection will be conducted by the Project Consultant, the Owner, and the Contractor.
- C. The following representatives shall attend and conduct the Substantial Completion Inspection:
 - 1. Contractor Personnel:
 - a. Project Manager
 - b. Superintendent
 - c. Electrical Superintendent
 - d. Specialty Sub-Contractors.
 - 2. Owner Personnel:
 - a. Project Manager
 - b. Inspector of Record
 - c. Supervisor I, UBCI Inspector (Architectural/Civil)
 - d. Supervisor I, UBCI Inspector (Electrical)
 - e. Other specialty representatives of the Owner.
- D. Inspection Teams:
 - 1. At the direction of the Project Consultant's senior representative, inspection teams will be established at the project site based upon the following disciplines:
 - a. Architectural/Civil
 - b. Electrical
 - 2. Each inspection teams will be composed of specialty representatives of the Owner, Project Consultant and Contractor who will perform independently of each other.
 - 3. Each team will appoint a Team Leader .
 - 4. The Project Manager will provide each Team Leader with:
 - a. Copy of the Contractor's List of Deficiencies
 - b. Florida Inventory of School Houses (FISH) floor and site plans.
- E. At the Completion of the Substantial Completion Inspection, the Project Manager will issue Standard Form 727, Substantial Completion Inspection and Standard Form

728, Substantial Completion Punch List and either approve or deny substantial completion of the Work, or portion thereof.

- F. If Substantial Completion of the Work, or portion thereof, is denied, the Contractor shall promptly correct deficiencies noted which caused the denial of substantial completion. Upon correcting these deficiencies, the Contractor shall notify the Project Manager that these deficiencies are ready for reinspection by submitting a new Document 01770a (Contractor's Request for Substantial Completion) at which time the Project Manager, Owner, and Contractor will re-conduct the Owner's Substantial Completion Inspection for substantial completion deficiencies only.
- G. When Substantial Completion of the Work, or portion thereof, is granted, the Project Consultant will issue Letter Establishing Substantial Completion Date to indicate the date of substantial completion.

1.08 READINESS FOR FINAL COMPLETION (ACCEPTANCE) INSPECTION

- A. Deficiencies noted on or attached to Standard Form 727, Substantial Completion Inspection and Standard Form 728, Substantial Completion Inspection Punch List, must be completed prior to the Owner's Final Completion Inspection. Limitations on the Time during which these corrections must be made shall be consistent with the Time specified in the Contract.
- B. Upon correction of the punch list, the Contractor shall notify the Project Manager on Document 01770f, Contractor's Request for Final Completion Inspection, that the Work, or portion thereof is ready for the Owner's Final Completion Inspection.
- C. Upon receipt of the Contractor's Request for Final Completion Inspection, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is complete. The Project Manager will notify the Owner and the Contractor of the results of his inspection by completing and distributing 01770g, Consultant's Notification of Readiness for Final Completion Inspection.
 - 1. If the Project Manager's inspection discloses any item which is not in accordance with the requirements of the Contract Documents and which would render the Work not complete, the Contractor shall correct such item upon receipt of Document 01770g. The Contractor shall then submit another request for inspection by the Project Manager (Document 01770f) to determine the completion status of the Work or designated portion thereof.
 - 2. When the Project Manager judges that the Project is complete in accordance with the terms of the Contract Documents, he will notify the Owner that the Work, or portion thereof, is ready for the Owner's Final Completion Inspection.

1.09 OWNER'S FINAL COMPLETION INSPECTION

- A. The Owner, upon notification from the Project Manager that the Work, or a portion thereof, is complete will direct the Project Manager to schedule and coordinate the Owner's Final Completion Inspection.

- B. The Owner's Final Completion Inspection will be conducted by the Project Manager, the Owner, and the Contractor.
 - 1. Members of the inspection teams which inspected the facility for Substantial Completion will reconvene to conduct the Final Completion Inspection.
 - 2. Members of the inspection teams for which there are no outstanding Punch List Items may be excused upon request to and approval by the Project Manager.
- C. If Final Completion of the Work, or portion thereof, is denied, the Contractor shall promptly correct deficiencies noted which caused the denial of final completion.
- D. Upon correcting these deficiencies, the Contractor shall notify the Project Manager that these deficiencies are ready for reinspection (by submitting a new Document 01770f (Contractor's Request for Final Completion Inspection) at which time the Project Manager, Owner, and Contractor will re-conduct the Owner's Final Completion Inspection.

1.10 FINAL COMPLETION DATE

- A. When Final Completion of the Work, or portion thereof, is granted, the Project Manager will issue Document 01770h, Consultant's Letter Establishing Final Completion Date to indicate the date of final completion.
- B. Upon receipt of Document 01770h (Consultant's Letter Establishing Final Completion Date), the Contractor may make application for final payment.
- C. If correction of Punch List is not fully completed within a period twice as long as that allowed by the Contract Documents, the Owner, at his option, may close out the Work or designated portion thereof, by deducting his estimate of the cost to correct the outstanding items and complete with Work by a separate contractor or the Owner's own forces.

1.11 DOE FINAL AND OCCUPANCY INSPECTION

- A. The Florida State Department of Education or its UBCI designee will conduct an inspection for the purpose of determining that the Work, or portion thereof, is in compliance with the statutes, rules, and codes affecting the health and safety of the occupants.
- B. Upon successful completion of this inspection, the Department of Education or its UBCI designee will issue OEF 110, Request for Inspection and Occupancy Certificate authorizing occupancy of the Work, or portion thereof.
 - 1. The Contractor shall be responsible for corrections to discrepancies noted by the Owner and Department of Education during the Owner's Acceptance Inspection, except for items identified which are not part of the requirements of the Contract Documents.

2. Corrections to identified discrepancies which are not part of the requirements of the Contract Documents will be made by the Owner using his own forces or separate contractor, or by the Contractor after execution of a change order instructing the Contractor to complete such Work.

1.12 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to the Project Consultant.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncorrected work.
 - c. Deductions for liquidated damages.
 - d. Deductions for reinspection payments.
 - e. Other adjustments.
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
 6. The applicable Purchase Order Number issued by the Owner.

1.13 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedure and requirements stated in Document 00520, Agreement Form.

1.14 REINSPECTION FEES - NOT APPLICABLE

1.15 PUNCH LIST COMPLETION

- A. The facilities may be occupied by the Owner during completion of all or a portion of the Punch List.
- B. Complete Punch List work during the School District's normal hours of operation (8:30 AM to 5:00 PM Monday through Friday).

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

**Document 01770a: Contractor's Request for Substantial
Completion Inspection**

To:

(Project
Consultant)

Project No: 1741-97-05 and 0403-97-05

Project Title: Gym Bleachers

Facility Name: Boyd Anderson High School and Hallandale High School

Request No.: _____	Date: _____
<input type="checkbox"/> Full Project	<input type="checkbox"/> Designated Portion (Attach Description)

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

- The above named project or designated portion thereof will be substantially complete in accordance with the contract requirements and ready (excluding the attached list of deficiencies) for inspection on:

- The Date of Substantial Completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

- I understand that I am to continue with builder's risk insurance coverage required by the Contract until the Date of Substantial Completion is agreed upon by the parties to the Contract. Additionally, I understand that I am to continue with liability coverage and maintenance required by the Contract until the Owner's Final Acceptance of the Work.
- I have assembled and attached complete sets of Operations and Maintenance Manuals and other required closeout documents along with my Contractor's List of Deficiencies that will not preclude Substantial Completion. I have also attached my Time Extension Request for any delays related to this portion of the Work.

Submitted By:

Company Name
& Address:

Phone:

Signature

Title

Distribution

- Project Consultant
- Inspector of Record
- Contractor's Surety

Attachments:

- Contractor's List of Deficiencies
- Applicable Closeout Documents
- Time Extension Request (if applicable)

Notice to Contractor
Submit this form at least 10 calendar days prior to the requested inspection date to allow scheduling of the inspection.

Neither the determination by the Project Consultant that the Work is substantially complete, nor the acceptance thereof by the Owner, shall preclude subsequent claims against the Owner pursuant to portions of the Work not meeting the requirements of the Contract or for the Contract's provisions for the Contractor's warranty of the Work.



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(954) 765-6390

**Document 01770f: Contractor's Request for Final
Completion Inspection**

To:

(Project
Consultant)

Project No:

Project Title: Gym Bleachers

Facility Name:

Request No.: _____ **Date:**

- Full Project
- Designated Portion (Attach Description)

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

1. The above named project or designated portion thereof will be fully complete in accordance with the contract requirements including all punch list items, and ready for the Owner's acceptance inspection on:

2. The date of final completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

3. I understand that I am to continue with insurance coverage and maintenance required by the Contract until the Owner's Final Acceptance of the Work.

4. I have attached my Time Extension Request for any delays related to work required for completion of the punch list.

Submitted By:

Company Name
& Address:

Phone:

Signature

Title

Distribution

- Project Consultant
- Inspector of Record
- Contractor's Surety

Attachments:

- Contractor's List of Deficiencies
- Applicable Closeout Documents
- Time Extension Request (if applicable)

Notice to Contractor

Neither the determination by the Project Consultant that the Work is complete, nor the acceptance thereof by the Owner, shall preclude subsequent claims against the Owner pursuant to portions of the Work not meeting the requirements of the Contract or for the Contract's provisions for the Contractor's warranty of the Work.

SECTION 02223 MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of designated building equipment and fixtures.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01500 - Construction Facilities and Temporary Controls
- C. Section 01700 - Project Closeout

1.03 SUBMITTALS

- A. Submit schedule indicating proposed sequence of operations for selective demolition work to Owner for review and approval prior to commencement of work. Include coordination for shut-off, capping, continuation of utility services as required, together with details dust noise control protection.
- B. Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new addition, alteration, renovation.

1.04 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01700, "Project Closeout".
- B. Accurately record actual locations of capped utilities, subsurface obstructions, and unanticipated structural, mechanical and electrical elements uncovered during demolition.

1.05 REGULATORY REQUIREMENTS

- A. Conform to Standard Building Code, 1994 edition for demolition work, safety of structure, dust control and safeguards required during construction.
- B. Notify affected utility companies before starting work and comply with their requirements.
- C. Do not close or obstruct egress width to exits.
- D. Do not disable or disrupt building fire or life safety systems without three (3) day prior written notice to the Owner.
- E. If the Contractor believes asbestos bearing or other hazardous products have been encountered during demolition, immediately stop work in the affected area. Evaluate the affected area and notify the Owner. Do not resume Work in the affected area until written direction from the Owner is received.

1.06 SEQUENCING

- A. Sequence work in phases under the provisions of Section 01010, "Summary of Work".

1.07 SCHEDULING

- A. Schedule work under the provisions of Section 01010, "Summary of Work".
- B. Schedule demolition work in gymnasium area to coincide with time restrictions for interior work as specified in Section 01010 , "Summary of Work".
- C. Describe demolition removal procedures and schedule.

1.08 JOB CONDITIONS

- A. Owner will be continuously occupying areas of building and site immediately adjacent to areas of selective demolition. Conduct demolition work in manner that will minimize disruption of Owner's normal operations. Provide minimum of five (5) working days advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Cover, protect adjacent finished building surfaces (walls, floors, ceilings, etc.), furniture, equipment and fixtures to remain from soiling or damage when selective demolition work is performed in rooms or areas from which items have not been removed.
- B. Where selective demolition which will create excessive dust occurs immediately adjacent to or within occupied portions of building, construct dust-proof partitions or barriers to mitigate spread of airborne dust or debris.
- C. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
- D. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of five (5) working days advance notice to Owner if shut-down of services is necessary.

3.02 DEMOLITION REQUIREMENTS

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with selective demolition schedule, governing regulations.
- B. Cease operations, evacuate, notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determinations is made for continuing operations.

- C. Maintain protected egress and access to the Work.

3.03 DEMOLITION

- A. Disconnect, remove, cap, and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members and all items to remain.
- C. Promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
- D. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate, measure both nature, extent of the conflict. Submit report to Owner in written, accurate detail.
- E. Pending receipt of directive from Owner, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish other materials resulting from demolition operations from building site. Transport legally, dispose of materials off site.
- B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, ordinances concerning removal, handling and protection against exposure or environmental pollution.
- C. Burning of removed materials will not be permitted on project site.

3.05 REPAIR

- A. Repair demolition performed in excess of that required. Return damaged structures, surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction on surfaces soiled or damaged by selective demolition work.

3.06 CLEAN UP

- A. Upon completion of selective demolition work, remove tools, equipment, demolished materials from site. Remove protections, leave interior areas broom clean.

END OF SECTION

SECTION 12664 TELESCOPING BLEACHERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Telescopic Gym Seats and accessories.

1.02 SUBMITTALS

- A. Provide submittals under provisions of Section 01300, "Submittal Procedures".
- B. Submit documentation of qualification data specified in Section 01400, "Quality Control" to demonstrate capability and experience.
- C. Provide Shop Drawings showing all furnished equipment with details of accessories supplied including necessary electrical service. Ensure Drawings are sealed, dated and signed by a Professional Engineer (Registered in Florida).
- D. Provide samples of material and color finish.
- E. Submit manufacturer's descriptive literature, specifications, and installation, operation, and maintenance instructions.
- F. Sample copy of manufacturers written warranty.

1.03 QUALITY ASSURANCE

- A. NFPA Standard: Comply with requirements of NFPA 102, "Standard for Assembly Seating, Tents, and Membrane Structures", specifically with Chapter 5, "Folding and Telescopic Seating" except where other requirements are indicated.
- B. Manufacturer: Company specializing in telescopic seating with a minimum of ten (10) years experience in manufacturing gym seats.
- C. Engineer Qualifications: Manufacturer to employ a Florida registered licensed professional Engineer to certify that the equipment supplied meets or exceeds the design criteria of this specification.
- D. Installation: By the manufacturer or by a factory certified installation subcontractor.
- E. Product Liability: Certification of insurance coverage for the life of the product.
- F. Welding Processes: Performed by certified professional welding operators under provisions of AWS D1.1 "Structural Welding Code-Steel."
- G. Product Improvements: Incorporate manufacturer's design improvements and materials current at time of shipment, provided that such improvements and materials are consistent with the intent of these specifications.

1.04 WARRANTY

- A. Provide manufacturer's warranty for all work performed under these specifications to be free of defects for a period of one (1) year.

- B. Any materials found to be defective within this period will be replaced at no cost to the Owner.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and protect products under provisions of Section 01600, "Material and Equipment".

1.06 PRODUCT OPTIONS

- A. Substitutions for specified products: Process under provisions of Section 01600, "Material and Equipment".
- B. Submit substitution requests to the Project Consultant prior to the submittal of product data. Substitution requests received after the review of product data or the time allowed by the Owner for substitution requests will be rejected.

PART 2 PRODUCT

2.01 ACCEPTABLE MANUFACTURERS

- A. Interkal, Inc.
- B. Universal Bleachers
- C. Hussy Seating Company
- D. Other Manufacturers: Submit substitution request under provisions of Section 01600, "Material and Equipment".

2.02 SYSTEM DESCRIPTION

- A. The gym seat system: multiple tiered seating rows comprised of seat and deck components, risers, and supportive understructure.
- B. Gym seats: operable on the telescopic principle, stacking vertically in minimum floor area when not in use.
- C. Secure the first moving row with both friction and mechanical locks. All other rows: mechanically locked, operable only upon unlocking and cycling of first row.

2.03 DESIGN CRITERIA

- A. Provide telescopic gym seats designed to support and resist, in addition to their own weight, the following forces:
 - 1. Seats and decking: designed to resist a live load of 120 pounds per linear foot.
 - 2. 100 pounds per square foot of live load.
 - 3. Side sway load: 24 pounds per linear foot of row.
 - 4. Front to rear sway load: 10 pounds per linear foot of row.

- B. Provide railings, posts, and sockets designed to withstand the following horizontal forces applied separately:
 - 1. 50 pounds per foot acting outward at top rail.
 - 2. 25 pounds per foot acting outward at mid-rail.
- C. Base calculation of member sizes and connections on American Institute of Steel Construction (AISC), American Iron and Steel Institute (AISI), and Aluminum Association (AA) design criteria.
- D. Wood members: design under provisions of National Forest Products Association's National Design Specification for Wood Construction.

2.04 FABRICATION

A. Understructure System:

- 1. Wheels:
 - a. Not less than 4 inch diameter x 1 inch non-marring soft rubber face to protect wood or synthetic floor surfaces.
 - b. Molded-in sintered iron oil impregnated bushings to fit 3/8 inch diameter axles secured with E-type snap rings.
- 2. Lower Track:
 - a. Interlock with adjacent lower track with an internal anti-drift bearing at the front of track to prevent separation and misalignment.
 - b. Contain a tier catch to lock each row in open position and allow unlocking automatically.
- 3. Upper Track: provide a captive guide and an adjustable stop to vary row spacing to site conditions.
- 4. Vertical Column: high tensile steel, of boxed channel shape finished inside and out.
- 5. Diagonal Knee Bracing:
 - a. Formed high tensile steel angle members throughbolted to deck stiffeners and columns.
 - b. The maximum unsupported deck length between bracing locations: 8 feet.
- 6. Tapered Deck Stiffeners:
 - a. Formed high tensile steel through-bolted to decking.
 - b. Locate deck stiffeners at all plywood connections and spaced not to exceed 4 feet on center.

B. Deck System:

- 1. Nosing and rear riser:
 - a. Continuous formed galvanized steel members.
 - b. Rear riser: a slantaway design to provide adequate foot room.

2. Decking:
 - a. Fabricated from 5/8 inch AC grade plywood.
 - b. Interior type with exterior glue.
 - c. 5-ply, all plies Southern Pine with plugged crossbands.
 - d. Produced under provisions of National Bureau of Standards' PS-1-83.
 - e. Mixed lumber species unacceptable.
3. Decking: throughbolted front and back to deck stiffeners, doublers, and frame cantilevers. Attachment by the use of self tapping fasteners or retained by friction is unacceptable.
4. Deck end overhang: not exceed vertical column location by more than 4 feet.

C. Seat Systems:

1. 18 inches long unitized interlocking engineered high density polyethylene modules providing scuff resistant textured 10 inches or 12 inches wide anatomically contoured seat surface.
2. Designed with internal reinforcement ribs and cantilevered to the rear to provide not less than 5-1/2 inches smooth toe space beneath the seat. External ribs permitting debris collection are unacceptable.
3. Secure each seat support module against foreword and backward movement by not less than two (2) transversely sited steel fasteners spaced to less than 2-3/4 inch on center tying the structure firmly to the steel nosing.
4. Design the seat module to accept and captively retain seat number plates.
5. Enclose each end of row with matching end caps. Design end caps with concealed attachment and provide indent for row letters

D. Finish:

1. For rust resistance, provide high humidity finish of minimum of 2 ounce p.s.f. hot dipped galvanized coating. Finished on all surfaces with (Federal Specification TT-E508) semi-gloss enamel with primer coat compatible with galvanization. Tubular steel which cannot be painted inside is unacceptable.
2. Provide a finish that does not wear to show a different color underneath for all surfaces subject to normal wear by spectators.
 - a. Steel nosings and rear risers: pre-galvanized with a minimum spangle of G-60 zinc plating. Painted nosings or risers are unacceptable.
 - b. Decking: all surfaces to receive a moisture repellent sealer coat with use surfaces to receive four (4) coats of high solids clear polyurethane finish. Painted decks are unacceptable.
 - c. Comfort curve seats: furnished in ten (10) standard colors for both solid color modules or two-tone seat and base. (Minimum quantities may be applicable.) Color: Selected by Owner as per manufacturer's standards.

F. Accessories:

1. 2 inch wide colored safety strips at front edge of aisles.
2. End Panels: End closure panels to cover exposed ends, finished to be compatible with the closed cabinet appearance of gym seats.

3. Scorer's Table: A removable scorer's table with a tilted 8 inch x 15 inch x 96 inches minimum plastic top with pencil groove on lower edge. Scorer's table assembly and attachment: No bolts required.

2.05 PROPULSION SYSTEMS

- A. Integral Power: Provide an integral automatic electro-mechanical propulsion system to open and close telescopic seating. Operation: assure full visual control of the seating bank.
 1. Operation: with a removable pendant control unit plugged into seating bank.
 2. Electrical:
 - a. Provide all wiring within seating bank including pendant control.
 - b. Provide 120V single-phase power source behind each bank of seating.
 - c. Voltage and amperage: as specified by seating manufacturer depending on the number of power units required.
 - d. For wall attached installations: power source to terminate in a surface mounted junction box, 5 feet above floor, centrally located behind seating.
 - e. For Reverse Fold Units: power source to terminate in a junction box, flush mounted under first seating row (center of a section).
 - f. Perform the connections to the seating equipment at the junction box and control station.
 - g. Motors, housing and wiring: installed and grounded under provisions of the National Electric Code.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that areas to receive products are free of impediments interfering with installation.
- B. Do not begin work until conditions are satisfactory.

3.02 PREPARATION

- A. Seating Contractor: responsible for field checking site conditions and dimensions.

3.03 INSTALLATION

- A. Install products under provisions of manufacturers instructions and approved submittal drawings.

3.04 ADJUSTMENT AND CLEANING

- A. Adjust all equipment for smooth and proper operation.
- B. Clean work area and remove debris from site.

END OF SECTION