

Project Manual

Project Name:

Project Number:

Location Number:

Project Location:

Bid Name:

Construction Services Minor Projects

Bid Number:



The School Board of Broward County, Florida

Donna P. Korn, Chair

Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff

Robin Bartleman

Heather P. Brinkworth

Patricia Good

Laurie Rich Levinson

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Nora Rupert

Robert W. Runcie, Superintendent of Schools

Frank Girardi, Executive Director, Capital Programs

Mary C. Coker, Director, Procurement & Warehousing Services

Barbara J. Myrick, General Counsel

Project Consultant

Date of Advertisement



Document 00002: Project Directory

Project: Project Name: [Insert Project Name]
 Project Number: [Insert Project No.]
 Location Number: [Insert Location Number]

 Location Name: [Insert Location Name]
 Location Address: [Insert Location Address]
 Location City, State Zip: [Insert City, State Zip]

Project [Per Project]
Consultant: [Insert Address of Project Consultant]

Owner: The School Board of Broward County, Florida
 600 SE 3rd Avenue
 Fort Lauderdale, FL 33301

Project Manager: [Unknown At This Time]
 Office of Facilities & Construction
 2301 NW 26th St., Building 7
 Fort Lauderdale, FL 33311



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00006: Professional Signatures & Seals

Architect: (Insert)

**Structural
Engineer:** (Insert)

**Mechanical,
Plumbing &
Electrical Engineer:** (Insert)

Document 00007
Compliance with Davis-Bacon & Related Acts

NOTICE TO ALL BIDDERS

1.00 APPLICABILITY

In accordance with the Code of Federal Regulations (CFR) included in the Davis-Bacon Act (40 USC 276a-276a-7) be advised that all construction contracts for the construction, alteration, or repair of a public building within the United States in excess of \$2,000 and funded with federal dollars in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), Publication L. No 111-5,123 Stat, 115, Division A of ARRA requires the following:

A. The Contractor shall:

1. Comply with all recordkeeping and reporting requirements according to:
 - (a) U.S. Department of Labor Memorandum No. 207 describing applicability of the acts
 - (b) U.S. Department of Labor Payroll Form 347 (The use of this form is mandatory)
 - (c) Wage Determination of latest edition
 - (d) Post Employee Rights Poster in accordance with Davis-Bacon requirements
 - (e) U.S. Department of Labor Overview of Labor Standards Coverage under American Recovery and Reinvestment Act (ARRA)
 - (f) Chapter 15 of the Field Operations Handbook-6/29/90 by the Department of Labor
 - (g) Copeland Act (Anti-Kickback)
 - (h) Davis-Bacon Act
 - (i) Contract Work Hours & Safety Standards Act
 - (j) Part 3 & 5 of the Secretary of Labor's regulation (Part 3&5), Subtitle 29, CFR; and
 - (k) Executive Order 11246 (Equal Employment Opportunity)
2. All these items need to be for the primary site of work and any additional secondary site related or named under the signed contract, the physical place or places where the construction called for in the contract will remain when work on it is completed; and any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (a) Located in the Broward County Jurisdiction of the State of Florida, United States; and
 - (b) Established specifically for the performance of the contract or project;

3. Exempt from the application of these Acts will include any fabrication plants, mobile factories, and batch plants, borrow pits, job headquarters, tool yards, etc., provided--
 - (a) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - (b) They are adjacent or virtually adjacent to the "primary site of the work" or the secondary site of the work.
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or project (with Federal Funds). In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." (Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract).
4. All laborers and mechanics employed or working **upon the site of the work** will be paid unconditionally and not less often than once a week, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)).
 - (a) Full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the **wage determination of the Secretary of Labor** which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
 - (b) Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
 - (c) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of section 4(c)(iv) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
 - (i) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed. (Without regard to skill, except as provided in the section of this clause entitled Apprentices and Trainees).
 - (ii) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records (Department of

Labor Form WH- 347) accurately set forth the time spent in each classification in which work is performed.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (d) The **wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times** by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (e) The wage rate (including fringe benefits, where appropriate) determined pursuant to this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the approved classification. (At the primary and secondary sites).
- (f) The Contractor and its sub-contractors will use Department of Labor Form WH-347, with each weekly submittal of the payroll report to the Contracting Office and/ or his representative on a weekly basis, to the Owners Administrative Office.
- (g) The Contractor and his Sub-Contractors will;
 - (i) Maintain Payrolls and basic records prepared by the Contractor and sub-contractors during the course of the work and preserved them for a period of 3 years thereafter for all laborers and mechanics working at the site of the work.
 - (ii) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act) (daily and weekly number of hours worked, deductions made, and actual wages paid)
 - (iii) Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (iv) **Contractor shall submit the weekly certify payrolls for each week in which any contract work is performed to the Owner's representative. The submitted set shall set out accurately and completely all of the information**

required to be maintained under this clause. This information shall be submitted in **Form WH-347 (Federal Stock Number 029-005-00014-1)** which is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. **The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.**

- (v) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
 - (1)(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (g)(ii) of this clause and that such information is correct and complete;
 - (2)(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (3)(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (h) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 and shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (g)(v) of this clause.
- (i) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (j) The Contractor or subcontractor shall make the records required under paragraph (g) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor.
 - (i) The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as necessary, even to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment from participating in SBBC work or by federal regulations. (29CFR 5.12).
 - (ii) In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the

wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(k) APPRENTICES

(1) Apprentices

- (1)(i) Apprentices will be permitted to work at less than the predetermined rate for the work performed when employed--
- (2)(ii) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
- (3)(iii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(l) TRAINEES

(1) Trainees

(1)(i) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2)(ii) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3)(iii) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(m) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

B. SUBCONTRACTS (LABOR STANDARDS)

1. Definition

(a) Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the primary and secondary site of work as described in this contract and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of this contract.
- (b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the Broward County, Florida, the clauses entitled--
- (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination--Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the project of the Broward County School Board with all the contract clauses cited in paragraph (b).
- (d) The Prime Contractor within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF), "Statement and Acknowledgment", for each subcontract for construction forming part of his workforce, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (1i) or any other contract awarded (subsequently) to a subcontractor, will also within 14 days after the award the Prime Contractor shall deliver to the Contracting Officer an updated "Statement of Knowledge" for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the jurisdiction of the Broward County School Board (SBBC).

5. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.
6. The Contracting Officer (SBBC) shall approve an additional classification and wage rate and fringe benefits there for only when all the following criteria have been met: (Per FAR 22.403 and FAR 22.406-2)
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (b) The classification is utilized in the area by the construction industry.
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (d) With respect to helpers, such a classification prevails in the area in which the work is performed
 - (e) If the Contracting Officer agrees on additional classification and wage rate (including the amount designated for fringe benefits, where appropriate) with the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives. The Contracting Officer will prepare a report to; (Per FAR 22.403 and FAR 22.406-2)
 - (i) The Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (f) If the Contracting Officer does not agree on the proposed classification and wage rate (Including the amount designated for fringe benefits, where appropriate) with the Contractor, the laborers or mechanics to be employed in the classification, or their representatives. The Contracting Officer shall refer the questions (including the views of all interested parties and the recommendation) to;
 - (i) The Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(End of clause)

DOCUMENT 00007a

COMPLIANCE WITH DAVIS-BACON & RELATED ACTS

NOTICE TO ALL BIDDERS

DEPARTMENT OF LABOR NEW & CURRENT WAGE DETERMINATION AS ISSUED BY THE CONTRACTING AGENT

DOCUMENT 00007b

COMPLIANCE WITH DAVIS-BACON & RELATED ACTS

NOTICE TO ALL BIDDERS

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF), OMB Control No. 1235-0008, Expires 04/30/2021.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No. and Location No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

(End of Section)

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS																
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.						
(1)		(2)	(3)	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS					(9)				
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT	OR	ST	HOURS WORKED EACH DAY								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.



Document 00008: Pre-Qualification of Contractors Notice

NOTICE TO ALL BIDDERS

Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003.1 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

For Group A: Projects Valued Below \$200,000

Per project, Pre-Qualification Requirement for This Category: Up To \$1 Million

This Group Will Include An Unlimited Pool of Vendors in the following Work Categories

- General Contractor
- Mechanical Contractor
- Electrical Contractor
- Roofing Contractor

For Group B: Projects Valued From \$200,000 - \$1 Million

**Per project, Pre-Qualification Requirement for the following Work Categories:
At least \$1 Million to Not More Than \$2 Million**

Ten (10) Vendors for These Work Categories

- General Contractor
- Mechanical Contractor
- Electrical Contractor
- Roofing Contractor



Document 00008: Pre-Qualification of Contractors Notice

For Group C: Projects Valued From \$1 Million - \$2 Million

Per project, Pre-Qualification Requirement for these Categories: At least \$2 Million

Ten (10) Vendors for these Work Categories

- General Contractor
- Mechanical Contractor
- Electrical Contractor
- Roofing Contractor

Group D: For Projects Valued From \$0 - \$2 Million

Per project, Pre-Qualification Limit Requirement for these Categories: At least \$2 Million

Five (5) Vendors for these Work Categories:

- Fire Sprinklers – Suppression Contractor
- Site Utilities Contractor

Awarded bidders must maintain a Pre-Qualification Certificate with The School Board of Broward County, Florida throughout the life of the contract with the minimum pre-qualification limit requirement.

For your convenience, Procurement & Warehousing Services have an eProcure Online Supplier Portal. A one-stop shop for Online Registration, E/S/M/W Business Enterprise Certification and Contractor Pre-Qualification.

Simply click the link below to access the eProcure Online Supplier Portal, powered by Ariba.

- <http://schoolboardofbrowardcounty.supplier.ariba.com/register>



Document 00009: Background Screening of Contractual Personnel

NOTICE TO ALL BIDDERS

Background Screening. Bidder, if awarded a contract, agrees to comply with all requirements of Sections 1012.32, 1012.465 and 1012.467, Florida Statutes, and that Bidder and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by The School Board of Broward County, Florida (SBBC or Owner) in advance of Bidder or its personnel providing any services under the conditions described in the previous sentence. Bidder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder and its personnel. The Parties agree that the failure of Bidder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Bidder agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirements of this section or Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Sections 1012.32, 1012.465 and 1012.467, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to Article 38 of the General Conditions and the laws of Florida.

The Work included in these documents will require the successful Bidder to comply with the foregoing requirements.

PLEASE REVIEW THE FOLLOWING DOCUMENTS FOR OTHER INSTRUCTIONS RELATING TO BACKGROUND SCREENING REQUIREMENTS:

**Document 00101
Document 00200
Document 00455
Document 00700
Document 01560**



Document 00010: Project Manual

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The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00015: List of Drawings

Bid No/Name: ##### – Construction Services Minor Projects
Project No:
Project Title:
Location No:
Location Name:

Firm Name:
Original Date:
Revision #:
Revision Date:

Drawing Number	Drawing Title	Revision No.	Date
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The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00020: List of Schedules

Bid No. / Name: ##### - Construction Services Minor Projects
Project No:
Location No:
Project Title:
Location Name:

Schedule Title	Drawing Location	Project Manual Location
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Civil Engineering

Landscape Architecture

Architecture

Structural Engineering

Mechanical Engineering

Electrical Engineering



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00101: Advertisement for Bids

Notice is hereby given the SEALED BIDS will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (SBBC) at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351 up to 02:00 PM the _____ day of _____, _____ and opened immediately thereafter in Bid Room #1, #2, #3 and/or #4, for provision of all materials and labor necessary for:

Bid No:

Bid Title: Construction Services Minor Projects (CSMP)

Project No/Name: Various Projects

Location No/Name: Various Locations

Scope of Work: The purpose of this bid is to pre-position contracts for open-end minor construction services, as needed, when needed, in response to District needs, and award multiple term contracts for construction services for minor projects.

For Group A: Projects Valued up to \$200,000

The SBBC is looking to award an Unlimited Pool of Vendors in this group.

1. General Contractor
2. Mechanical Contractor
3. Electrical Contractor
4. Roofing Contractor

For Group B: Projects Valued over \$200,000 to less than \$1 Million

The SBBC is looking to award up to a Maximum of Ten (10) Vendors in each Work Category in this group.

1. General Contractor
2. Mechanical Contractor
3. Electrical Contractor
4. Roofing Contractor

For Group C: Projects Valued from \$1 Million - \$2 Million

The SBBC is looking to award up to a Maximum of Ten (10) Vendors in each Work Category in this group.

1. General Contractor
2. Mechanical Contractor
3. Electrical Contractor
4. Roofing Contractor

For Group D: Projects Valued From \$0 - \$2 Million

The SBBC is looking to award up to a Maximum of Five (5) Vendors in each Work Category in this group.

1. Fire Sprinklers – Suppression Contractor
2. Site Utilities Contractor

Contract Amounts and terms for this CSMP are indicated below by Group for each work category.

Group A: Projects valued from \$0 to \$200,000. Seeking an Unlimited Pool of Contractors					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$9,000,000	\$3,000,000	3 Year	1 Year	2
Mechanical	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Electrical	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Roofing	\$9,000,000	\$3,000,000	3 Year	1 Year	2

Group B: Projects valued over \$200,000 to under \$1,000,000. Seeking up to a maximum of ten (10) Contractors					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$30,000,000	\$10,000,000	3 Year	1 Year	2
Mechanical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Electrical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Roofing	\$30,000,000	\$10,000,000	3 Year	1 Year	2

Group C: Projects valued from \$1,000,000 to \$2,000,000. Seeking up to a maximum of ten (10) Contractors					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$30,000,000	\$10,000,000	3 Year	1 Year	2
Mechanical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Electrical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Roofing	\$30,000,000	\$10,000,000	3 Year	1 Year	2

Group D: Projects valued from \$0 to \$2,000,000. Seeking up to a maximum of five (5) Contractors					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Fire Sprinklers / Suppression	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Site Utilities	\$12,000,000	\$4,000,000	3 Year	1 Year	2

Bid details can be found online by visiting the following website:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&LP=BB&mi=10150
(Click the "View Our Bids on Demand Star" link)

Bidding Documents may be obtained from the Bid posting on Demand Star under the heading "Documents".

A (non-mandatory) bidder's conference has been scheduled for:

Time: XX:00 AM
Date: XXXXXXXX XX _____, 2020
Location: 7720 W. Oakland Park Blvd
Suite 323
Sunrise, FL 33351

All general contract and subcontract Bidders and suppliers are invited. Representatives of the Owner and the Project Consultant will be in attendance.

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 \$5,000.00 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. Review Document 00700 for insurance requirements.

Be advised that in order for Bids for this project to be accepted by the School Board of Broward County, Florida SBBC the Bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1 (1), and Board Policy 7003.1 at the time of the Bid opening. A Bidder must meet the minimum prequalification limits to participate in the Group in which it is bidding. Bids submitted from firms not in compliance with these requirements will not be opened.

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Supplier Diversity Outreach Program (SDOP)

SBBC has implemented School Board Policy 3330 Supplier Diversity Outreach Program. The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities and other contractual services, and any resulting contract documents including change orders, and amendments.

SBBC is committed to ensuring the awarding of construction subcontracts to Minority and Women-owned businesses. In accordance with Florida Statute 1001.41(1) & (2) and the School Board Policy 3330, EDDC requires that all projects be assigned an Affirmative Procurement Initiative (API) or APIs and that Contractors awarded work on such projects fully participate in the SDOP. Compliance with the SDOP requirements is **mandatory**.

Minority/Women-Owned Business Enterprise (M/WBE) Subcontracting Program:

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct:

In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the BIDDER on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SBEs), or are at least fifty-one (51%) percent legitimately owned, operated and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the Bid Opening.

Important Points to Remember:

- a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to sixty (60) days after receipt of the completed application.
- b) Please contact the EDDC for the application or information on the certification requirements and process at (754) 321-0505 or email at sdopcertification@browardschools.com. The **Bidder shall be responsible to ensure that all SBBC certified subcontractor (s) are certified and licensed for the scope of work to be performed.** Otherwise, dollar/percentage committed may not be counted towards overall participation.

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and controlled by one or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by the SBBC. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and

meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being “small” as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBE).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The GSC has considered the following in the course of reaching a determination regarding which, S/M/WBE industry-specific remedial programs shall be applied to this Bid and resulting contract:

Groups A, B, and C are applicable to the following trades:

- General Contractors
- Mechanical Contractors
- Electrical Contractors
- Roofing Contractors

Group A (For projects valued from \$0 - \$200,000.00

Pre-Qualification Bonding Requirement per project limit up to \$1 Million):

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program** goals for this Bid. Under this Program element, the GSC may establish an SBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its “Best Value” on Construction projects using alternative construction delivery methods of contracting in accordance with Florida law. **Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. All SBBC certified S/M/WBEs are considered SBEs.**

SBE Primes must submit Form 00470 – Statement of Intent – listing percentage of self-performance. NOTE: An M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force pursuant to Document 00425 Certificate of Intent. An SBE Prime contractor that is awarded a contract under this Program may not subcontract more than forty-nine (49%) percent of the contract value to a non-SBE certified Firm.

Group B (For projects valued over \$200,000.00 and less than \$1,000,000.00

Pre-Qualification Bonding Requirement per project limit at least \$1 Million – up to \$2 Million)

Group C (For projects valued from \$1,000,000.00 to \$2,000,000.00

Pre-Qualification Bonding Requirement per project limit at least \$2 Million)

Group D is only applicable to the following trades:

- Fire Sprinklers – Suppression
- Site Utilities Contractor

Group D (Projects valued from \$0 to \$2,000,000.00

Pre-Qualification Bonding Requirement per project limit at least \$2 Million):

For Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established an **M/WBE Subcontracting Program** to provide opportunities to firms certified as M/WBE by The School Board of Broward County, Florida (SBBC). It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts. SBBC has identified a 12% participation goal for eligible SBBC-certified M/WBE firms who are subcontracted for or self-performing at least 12% of the total contract value. **NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force pursuant to Document 00425 – Certificate of Intent.**

For this Bid and the resultant contract, the following terms and conditions shall apply:

*****NOTE TO BIDDERS*****

STEPS TO MEET M/WBE REQUIREMENTS (For Groups B, C and D)

- 1. At Bid Submission, complete and submit Document 00471 – Bidder/Proposer Assurance Statement.** Failure of a bidder/proposer to commit and submit as required in the solicitation to satisfying the M/WBE subcontracting goal, shall render its response non-responsive.
- 2. M/WBE Firms for Intended Use per project**
Once awarded, Bidder is required to state its commitment for M/WBE participation per project by utilizing the following forms: Document 00470 - Statement of Intent, and Document 00475 - M/WBE Subcontractor Participation Form. At the time of the proposal, the assigned, awarded Bidder shall identify all M/WBE firms which will be utilized, including an M/WBE Prime who is self-performing. This should be completed and submitted prior to the issuance of each NTP. The M/WBE participation commitment will be tracked and monitored cumulatively based on total contract value of work assigned. Such contract award shall be contingent upon a commercially useful function being assigned by the Prime to the M/WBE subcontractors.
- 3. Prime & Subcontractor Terms and Conditions**
In keeping with the objective of Policy 3330 and Chapters 9 and 13 of the Standard Operating Procedures, SBBC requires the terms and conditions that are included in the Prime Contractor or Prime Consultant or Prime Vendor's (Prime) Agreement between the Prime and SBBC be extended in similar or equal capacity in the contracts between the Prime and all lower tier Subcontractors. Refer to Document 00472 - Prime/Subcontractor Contract Terms & Conditions.
- 4. Penalties and Sanctions**
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE Prime contractor, the failure of a Prime contractor to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.
- 5. Suspension**
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the an M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Good Faith Effort:

If the Bidder is unable to meet the M/WBE Participation goals, on a project by project basis, the Bidder must complete and submit a fully completed and executed Document 00480 - Good Faith Effort Form for that specific project, including all required supporting information. Refer to Document 00467 - SDOP Guidelines for more information.

Reporting Requirements:

Once a project is assigned and an NTP is issued, the assigned, awarded Bidder is required to submit the Document 00485 - Monthly Utilization Report Form. The assigned, awarded Bidder must also adhere to Section 9 and 13 of the SDOP SOP. All EDDC Forms, SOP, policies and Supplier Certified Directory are available at browardschools.com/SDOP. For information on the SDOP, please contact us at 754-321-0505.

Minority/Women Business Enterprise (M/WBE) Subcontracting Program:

The SBBC has identified a twelve percent (12%) participation goal for eligible M/WBE firms, certified by SBBC, who subcontract or self-perform at least twelve percent (12%) of the total contract value and are headquartered or having a significant business presence within Broward, Miami-Dade, and Palm Beach Counties. See the definition of M/WBE in Section C.2. of Policy 3330. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the M/WBE subcontracting goal, shall render its response non-responsive.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.

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

To be advertised on:

END OF DOCUMENT



Document 00200: Instructions to Bidders

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.

CONE OF SILENCE:

Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Procurement & Warehousing Services Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be by way of Document 00220: Bidder's Request for Information, directed to the designated Construction Purchasing Agent, unless so notified by the Procurement and Warehousing Services Department. Any vendor or lobbyist who violates this provision shall cause their Bid to be considered not responsive and therefore be ineligible for award.

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: **See Section 4.01 for documents required to be submitted with the Bid, also noted by "YES" below.**

Division #	Division Title	Required Submission
1. 00007	Davis-Bacon Act Notice – To All Bidders	
2. 00007	Davis-Bacon & Related Acts – Notice To All Bidders	
3. 00007a	Davis-Bacon & Related Acts – Notice To All Bidders	
4. 00007b	Davis-Bacon & Related Acts – Wage and Hour Division	
5. 00008	Pre-Qualification Of Contractors Notice	
6. 00009	Background Screening Of Contractual Personnel	
7. 00101	Advertisement for Bids	
8. 00200	Instruction to Bidders	
9. BDEP-400	Shop Drawing and Product Approvals and Checklist of Document Required for Roof Permit.	
10. 00220	Bidder's Request for Information	

11.	00300	Information Available to Bidders	
12.	00410	Bid Form	YES
13.	00420	Bid Security Form	YES
14.	00425	Certificate of Intent	YES
15.	00433	Subcontractors List	
16.	00435	Schedule of Values	
17.	00437	Project Cost Breakdown	
18.	00450	Request for Taxpayer Identification Number and Certification	YES
19.	00455	Background Screening of Contractual Personnel	YES
20.	00457	Drug-Free Workplace Certification	YES
21.	00460	Trench Act Compliance Statement	YES
22.	00467	Supplier Diversity Outreach Program Guidelines	
23.	00470	S/M/WBE Statement of Subcontractors	
24.	00471	Bidder/Proposer Assurance Statement	YES
25.	00472	Prime/Subcontractors Contract Terms & Conditions	
26.	00475	S/M/WBE Subcontractors Participation Schedule	
27.	00480	S/M/WBE Participation Good Faith Effort	
28.	00485	S/M/WBE Monthly Subcontractors Utilization Report	
29.	00490	Post Award Vendor Subcontracting Waiver Report	

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.	00630	Rider Performance Bond	
10.	00635	Pay Bond Rider	
11.	00640	General Release and Full Release of Lien	
12.	00700	General Conditions of the Contract	
13.	00800	Supplementary Conditions of the Contract	
14.	00800a	Estimating Order	
15.	00800b	Estimating Recap Form	
16.	00910	Addenda	YES
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 and/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 them.
- 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. Also referred to as a subcontractor.
- 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 based his Bid upon the materials, equipment and systems required by the Bidding Documents without exception.

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 their own company, or that of their 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

- 1.. 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.
- 2.. 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. Bid details can be found online by visiting the following website:

<http://www.browardschools.com/Page/36173>

(Click the “ For SBBC’s current solicitations and addendums CLICK HERE” link)

Bidding Documents may be obtained from the bid posting on Demand Star under the heading “Documents”.

- B. 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.
- C. 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.

D. Bid Specification Protest

Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Facilities and Construction Management Division and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

In accordance with Board Policy 3320, VI (n), any person who files a formal written protest shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, an amount equal to one percent (1%) of the School Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bidder shall file a protest, or post the bond or other security required at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.

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:

**, Purchasing Agent
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351
Tel:
Fax:
Email:**

- C. To be given consideration, all RFIs must be received by the Procurement & Warehousing Services Department 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

- A. A bidder's conference has been scheduled for:

Time:	10:00 A.M.
Date:	XXXXday, _____, 2019
Location:	7720 W. Oakland Park Blvd. Suite 323 Sunrise, FL 33351

- B. Attendance for those submitting a Bid to The School Board of Broward County, Florida for this project is:
- ☐ Mandatory
- ☒ Non-Mandatory
- C. All general contract and subcontract Bidders and suppliers are invited.
- D. Representatives of the Owner and the Project Consultant will be in attendance.
- E. Summarized minutes of this meeting will be posted on DemandStar. These minutes will not form part of the Contract Documents.
- F. Information relevant to the Bidding Documents will be recorded in an Addendum, issued on DemandStar.

3.04 ADDENDA

- A. Addenda will be posted on DemandStar. . Bidder shall acknowledge receipt of any Addenda by completing Document 00910, Addendum, executed copies of the first page of each addendum shall be included with the bid submittal.
- B. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall also acknowledge their receipt on Document 00410, Bid Form.
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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 Bid shall be comprised of one (1) original fully executed Document 00410, Bid Form and one (1) original of each of the other required documents. The following documents are required to be submitted with the Bid (See Section 1.01):
 - 1. **00410, Bid Form**
 - 2. **00420, Bid Security Form**
 - 3. **00425, Certificate of Intent**
 - 4. **00450, Request for Taxpayer Identification Number and Certification Form, Page One (1)**
 - 5. **00455, Background Screening of Contractual Personnel**
 - 6. **00457, Drug-Free Workplace Certification**
 - 7. **00460, Trench Act Statement**
 - 8. **00471, Bidder / Proposer Assurance Statement. See Document 00467 for more information and Document 00101 for requirements.**
 - 9. **00910, Addenda**
- B. All blanks on the Bid Form and other Owner standard documents shall be filled in by Typing, computer or manually in ink, preferably blue.
- C. As indicated on the Bid Form, sums shall be expressed in both words and figures, as a single fixed multiplier less than 1.0.
- 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. 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.

F. 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 Construction Industry Licensing Board 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 bidder's 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.

G. Each Awarded Bidder shall be required to maintain its prequalification status with minimum per project limits.

- H. Each Awarded Bidder will be required to perform a minimum percentage of the Work on each project assigned with its own forces. The minimum percentage is indicated on Document 00425 Certificate of Intent, a notarized certification of the work to be performed.
- I. 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.
- J. 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**.

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 by the Owner.

4.03 SUBMISSION OF BIDS

- A. The Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

**The School Board of Broward County, Florida
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

and shall be identified with the Bid Number and Name, Project Number,, 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 will be opened immediately after the time 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 Division.
- 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:

_____, **Purchasing Agent**
Procurement & Warehousing Services
The School Board of Broward County, Florida
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.

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 CONSIDERATIONS 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 Procurement & Warehousing Services Department at (754) 321-0505 prior to the bid opening. If you are hearing or speech impaired, please contact the Procurement & Warehousing Services Department by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
 - 2. When calling the Procurement & Warehousing Services 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. Recommendation and tabulation will be posted on or before seven (7) days after the bid date by 5:00 p.m. online at www.demandstar.com and in the Procurement & Warehousing Services Department front desk located at:

**Procurement & Warehousing Services Department
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

- B. The bid tabulation with the recommendation will remain online at www.demandstar.com and on display at the Procurement & Warehousing Services Department front desk for no less than 72 hours. Any Bidder objecting to such action must comply with Florida Statutes, Chapter 120.57(3). In accordance with Board Policy 3320, VIII(N) any person who files a formal written protest shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, an amount equal to one percent (1%) of the School Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bidder shall file a protest, or post the bond or other security required at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.
- C. 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-Responsive 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-Responsive and not eligible for bidding on or receiving future Contracts with The School Board of Broward County, Florida.

5.04 ACCEPTANCE OF BID (BASIS FOR AWARD)

- A. No award will be binding upon the Owner until the Contract has been executed.

It is the intent of the Owner to award a Contract to the Responsible Bidders submitting and matching the lowest Responsive Single Fixed Multiplier Bid in accordance with the requirements of the Bidding Documents.

The lowest Responsible Bidder (and the sequential order of the next lowest Bidders) will be established through an evaluation of the Single Fixed Multiplier. The top number of Bidders agreeing to meet the lowest Bidder's Single Fixed Multiplier recommended up to single fixed multiplier will be the maximum allowed per work category and Group.

- B. Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.
- C. The Economic Development & Diversity Compliance Department will review Supplier Diversity Outreach Program documents and provide the compliance status of each bidder.

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 USED

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) and post-bid information by the Economic Development & Diversity Compliance Department and the recommendation for award by the Director of Procurement & Warehousing Services, 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 Director of Procurement & Warehousing Services to recommend award to the Superintendent and Board. The Notice of Intent of Award is issued in order to give notice to the bidder to submit four (4) original executed agreements (Document 00520), within ten (10) Calendar days of receipt.
- 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 to submit post award documents including but not limited to certificates of insurance and other items of post-award information as delineated in the Articles below.
- D. Failure to submit the post awards documents within ten (10) calendar days from the date of the notification of the award (**Document 00510, Notice of Award**) shall be just cause and the Owner may reduce the Time for Contractor's Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, 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

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. Bonds will be required for any project over \$200,000.00.
- B. The selected awarded Bidder shall 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 its Proposal has been accepted in accordance with Article 12.01. 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.

- C. 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.
- D. 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.
- E. 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 ,00610, Payment Bond Form and 00630, Rider Performance Bond** 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 compliant with Document 00700, General Conditions of the Contract, Article 42

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 ten (10) consecutive calendar days from receipt of Document 00510, Notice of Award shall be just cause and the Owner may reduce the Time for Contractor's Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained. No extension of the Contract Time specified in Document 00520, Agreement Form, Article 4, Time for Contractor's Performance, shall be approved for delays resulting from the Contractor's failure to submit Post Award documents in accordance with this provision.

11.02 DELIVERY OF POST-AWARD SUBMITTALS

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

**The School Board of Broward County, Florida
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

ARTICLE 12 NOTICES TO PROCEED

12.01 INITIATION OF THE WORK

- A. Upon execution of the contract by both the successful Bidder and the Owner, the awarded Bidder may be contacted using Document 00800a: Estimating Order, to request a cost estimate on a specified scope of work. Awarded Bidder shall use Document 00800b, Estimating Recap Form, to provide an initial estimate. Upon acceptance of estimate, the submittal of the required recorded performance and payment bonds, certificates of insurance, M/WBE documents for the specified projects, receipt and approval of the required post-bid/proposal information, and issuance of the Building Permits by the Chief Building Official, the Director of Procurement & Warehousing Services will issue **Document 00550, Notice to Proceed**.
- B. **Site Visit:** Prior to providing a proposal, awarded Bidder shall visit the site, become familiar with all local site conditions.

Awarded Bidder agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awarded Bidder, all of its personnel and its subcontractors and subcontractors' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by The SBBC in advance of Awarded Bidder or its personnel providing any services under the conditions described in the previous sentence. Awarded Bidder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awarded Bidder and its personnel. The Parties agree that the failure of Awarded Bidder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling The SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awarded Bidder agrees to indemnify and hold harmless The SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Awarded Bidder's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Awarded Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Awarded Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Awarded Bidder pursuant to Article 38 of the General Conditions and the laws of Florida.

Individuals not meeting the foregoing requirement shall not visit the site without prior arrangements.

1. Any Awarded Bidder or other interested party shall arrange to visit the project site by contacting the applicable Project Manager.
2. Site visits shall be limited by the Owner to hours during which disruption of office, classroom or other educational activities will be minimized, and, access to student-occupied areas shall not be authorized.
3. Upon arrival at an education facility, awarded Bidder(s) shall check in at the facility's main administrative offices.
4. Visitors shall be escorted by school or facility-based staff. Visitors are prohibited from accessing any part of the site or facility without an escort. At no time are Awarded Bidders allowed to enter the Owner's facilities without proper authorization, check-in and escort.
5. Contact and communication with students is strictly prohibited.
6. Awarded Bidders shall not photograph, videotape, or otherwise record students, faculty, or staff members.
7. Awarded 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, Awarded Bidder(s) shall report in to the facility's main administrative offices, check out, and promptly leave the premises.

C. Additional Site Investigations:

1. Awarded Bidder may request additional access to the project site for conducting more exacting examinations or tests of existing conditions if needed.
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 project schedule, or have some other detrimental effect on the Owner-as judged by the Owner at its sole discretion.

D. The Awarded Bidder by submitting a proposal, represents that it has:

1. Visited the site and become familiar with all local site conditions.

2. Based its Proposal upon observations made during the site visit, becoming familiar with local conditions under which the Work is to be performed and has correlated the awarded Bidder's personal observations with the requirements of the proposed Contract Documents.
3. Read and understands the Project Manual and the Proposal is made in accordance therewith.
4. Read and understands the Project Manual and Proposed Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
5. Has based his Proposal upon the materials, equipment, and systems required by the Project Manual without exception.
6. Understands it may submit proposals for the same project along with other awarded Bidders in its Work Category and Group.

E. Requirements for Notice to Proceed:

In order to release a Notice to Proceed for a CSMP Project, accepted proposals should be submitted with:

1. **00800b, Estimating Recap Form**
2. SBBC Prequalification Certificate
3. **00425, Certificate of Intent**
4. **00433, Subcontractors List:** Names of all Subcontractors; and; 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.
5. **00435, Schedule of Values**
6. **Approved Construction Schedule**
7. **00470, and 00475, and/or 00480, S/M/WBE Program Documents for the specified project (see Document 00467 and Document 00101 for more information)**

The site and/or existing facilities for Work related to this project will not be available until such time as indicated on Document 00500 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.

F. SUBMITTALS

The awardee shall furnish to the Owner in writing upon acceptance of proposal:

- A. **Document 00425: Certificate of Intent:** A notarized certification of the work to be performed with the Awarded Bidder's own forces indicated by a percentage of the Proposal Price;
- B. **Document 00433, Subcontractors List (Also required with Proposal):** Names of all Subcontractors; and; 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.

- C. **Document 00600 Performance Bond and Document 00610 Payment Bond (where applicable):** The awardee shall furnish satisfactory performance and payment bonds, 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 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.
- D. **Document 00620 Subcontractor Performance Bond And Document 00625 Subcontractor Payment Bond (unless waived by Owner):** Proof, in the form of copies of properly executed bond forms attached to Document 00433, Subcontractors List, that the following major subcontractors:
- HVAC/Mechanical
 - Roofing
 - Electrical
 - Plumbing
 - Shell and Concrete

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:

1. 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.
2. Be on the forms as provided by the Owner.
3. 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.
4. 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.
5. 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.

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 S/M/WBE Subcontractors participating in the Owner's S/M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

- E. **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, and Construction Progress Documentation.

- F. **Document 00435, Schedule of Values:** A detailed cost breakdown showing the estimated quantities and costs of each operation involved in the Work.
- G. **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.
- H. **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, and Payment Procedures.
- I. 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 fifteen percent (15%) percent of the total Work.**
 2. The Owner will notify the Awarded Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Awarded Bidder. If the Owner has reasonable objection to a proposed person or entity, the Awarded Bidder may, at the Awarded 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 Proposal for Base Bid or Alternate Bid items that would exceed the funds available to the Owner.
 3. Persons and entities proposed by the Awarded 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.

END OF DOCUMENT



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00220: Bidder's Request for Information

To: Purchasing Agent
Procurement & Warehousing Services
7720 W Oakland Park Blvd, Suite 323
Sunrise, FL 33351

Date: _____
(For Owner's Use Only)

Bidder's
RFI No.:

Bid No/Name: _____ Construction
Services Minor Projects

Project Number & N/A

Location Number: _____

Project Name: N/A

Facility Name: N/A

Project Consultant: N/A

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 and made available on Demand Star to all prospective registered Bidders. No verbal or written interpretations of the Bidding Documents will be given to individual Bidders.



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00225: Bidder's Substitution Request

To: (Name)
Procurement & Warehousing Services
Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Request
No.: _____

Date: _____

Project No. &
Location No:
Bid No.:
Project Title:
Facility Name:

(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.**
4. **Check items submitted with this substitution request:**
☐ **Catalog** ☐ **Drawings** ☐ **Samples** ☐ **Tests/Reports**
☐ **Other:**

Completion of the following information is required:

PROJECT IMPACT

DESIGN & PERMITTING:

1. Does the project need Re-design? Yes ☐ No ☐
2. Is the project design schedule impacted? Yes ☐ No ☐, if yes how long? _____
3. Does the project re-design (plan change) require permit review? Yes ☐ No ☐
If yes, how long _____

Include complete information on changes to drawings and/or specifications, which the proposed substitution will require for its proper installation.

CONSTRUCTION:

1. Will there be any impact on the construction schedule? Yes ☐ No ☐
2. Will the substitution result in a **savings or credit** to the Owner? 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. Does the substitution meets or exceeds SBBC's Design and Materials Standards? Yes ☐ No ☐

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, code changes, coordination, required schedule and costs of the project cause and impacted by this request if approved by the Owner.

Submitted By:

Company Name
& Address: _____

Phone: _____

Signature

Title & Seal by and Engineer/Architect
If a new design is required

DO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY

For Project Consultant's Use Only

☐ Recommend Approval ☐ Not Recommended

☐ See Attached ☐ Received Too Late

By: _____
(Signature)

Date: _____

For Owner's Use Only

☐ Accepted ☐ Accepted as Noted

☐ Not Accepted ☐ Received Too Late

By: _____
(Signature)

Date: _____

Distribution: 1. Project Consultant 2. Bidders 3. 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. Subsurface Investigation Report

- A. A copy of the following geotechnical report is included with this Document:

Report Title:
Geotechnical Engineer
or other author:
Report Date:

- B. The recommendations and data described within the subsurface investigation report are not a part of the contractual requirements of this project and are reproduced here solely for the information of prospective bidders. Contractual requirements for earthwork, foundations, and other subsurface work will be found within the technical specifications and drawings relative to this project.
- C. The Subsurface Investigation Report identifies limited properties of below grade conditions and offers recommendations for the Project Consultant's use concerning the design of foundations and other subsurface structures. The enclosed report and soil boring logs may be reasonably relied on by Bidders but do not represent a warrant or guarantee of subsurface conditions by either the Owner or the Project Consultant.
- D. The **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site and acquaint themselves with existing site conditions. With prior approval and scheduling coordinated by the Project Consultant and approved by the Owner, Bidders may make their own subsurface investigations to further explore subsurface site conditions. All such investigations undertaken by prospective Bidders shall be at that Bidder's expense and must be conducted prior to the bid opening date established for this project. No extension of bidding dates will be allowed due to any Bidder's site investigations.

2. Topographic/Site Survey

- A. A copy of the following topographic/site survey is included within the Bidding Documents:
- B.

Survey Title:
Surveyor or other
document source:
Survey Date:

- B. A site survey of existing conditions can be found within the Drawings. The site survey is not a part of the contractual requirements of this project and is reproduced here solely for the information of prospective bidders. The site survey may be reasonably relied on by Bidders but does not represent a warrant or guarantee of subsurface 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 conditions, and draw their own conclusions from the existing conditions.

3. 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.

4. School District Calendar

- A. The School Board of Broward County, Florida's annual calendar is available for the Bidder's information and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc. at the following location: www.browardschools.com/calendar/ under School Calendar.

5. Florida Standards Assessment (FSA) and Other Testing Calendars

- A. The School Board of Broward County, Florida's Testing Schedule is available for the Bidder's information and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc. under School Calendar at the following location: <https://www.browardschools.com/Page/39035>.

The following information is available for Bidder's examination only at the Office of Facilities & Construction. Bidder's wishing to examine these documents should arrange an appointment by contacting the assigned Owner's Representative Project Manager.

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 Office of Facilities & Construction.
- 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 Office of Facilities & Construction.
- 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 Owner is utilizing an independent Commissioning Authority to assist in the development of the Bidding and Contract Documents, observe construction activities, and perform pre-functional and functional performance testing, demonstration and training, and other related activities during the construction of this project. The following documents related to the Commissioning Authority’s activities are provided for the Contractor’s information.

1. Commissioning Authority’s Commissioning Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

2. Commissioning Authority’s Test Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

END OF DOCUMENT 00300



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00410: Bid Form for Provisions of Labor and Materials

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, upon an assignment of a project, it will examine the site of the work and inform itself fully in regard to all conditions pertaining to the places where the work is to be done, that it will examine the plans and specifications for the work and proposed contractual documents relative thereto, and will read all special provisions furnished prior to the opening of Bids, that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid 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:

Bid No./Name: Construction Services Minor Projects (CSMP)

- **General Contractor (State Builders or General Contractors)**
- **Roofing Contractor**
- **Electrical Contractor**
- **Mechanical Contractor**
- **Fire Sprinklers And Suppression Contractor**
- **Site Utilities Contractor**

Project No.: Various
Location No.: Various
Facility / School Name: Various

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 Single Fixed Multiplier, to be applied to the RS Means "Facilities Construction Cost Data Latest Edition" and updates in effect at the date of the Estimating Order, as adjusted by the Location Cost Factor for Fort Lauderdale, Florida, which shall remain firm throughout the term of the contract, for labor, material and equipment as required to perform the Construction Services Minor Projects. The term of this Agreement shall be for three (3) years from the date of execution, and may, by mutual agreement between the School Board of Broward County and the Contractor, upon final School Board approval, be extended for two (2) additional one-year periods. Contract amounts for are shown in Table A below:

Table A

Group A: Projects valued from \$0 to \$200,000. Seeking an Unlimited Pool of Contractors					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$9,000,000	\$3,000,000	3 Year	1 Year	2
Mechanical	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Electrical	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Roofing	\$9,000,000	\$3,000,000	3 Year	1 Year	2

Group B: Projects valued over \$200,000 to under \$1,000,000. Seeking up to a maximum of ten (10) Contractors.					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$30,000,000	\$10,000,000	3 Year	1 Year	2
Mechanical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Electrical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Roofing	\$30,000,000	\$10,000,000	3 Year	1 Year	2

Group C: Projects valued from \$1,000,000 to \$2,000,000. Seeking up to a maximum of ten (10) Contractors.					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
General Contractor	\$30,000,000	\$10,000,000	3 Year	1 Year	2
Mechanical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Electrical	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Roofing	\$30,000,000	\$10,000,000	3 Year	1 Year	2

Group D: Projects valued from \$0 to \$2,000,000. Seeking up to a maximum of five (5) Contractors					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Fire Sprinklers / Suppression	\$15,000,000	\$5,000,000	3 Year	1 Year	2
Site Utilities	\$12,000,000	\$4,000,000	3 Year	1 Year	2

THE BIDDER SHALL INSERT A MULTIPLIER TO THE RIGHT OF EACH WORK CATEGORY AND UNDER EACH ITEM NUMBER IN THE SPACE PROVIDED BELOW FOR THE WORK CATEGORIES ON WHICH IT IS BIDDING. BIDDERS CAN ONLY RESPOND IN ONE (1) GROUP PER WORK CATEGORY.

Table B

WORK CATEGORY	Group A \$0 To \$200,000.00 Pre-Qualification Up To \$1 Million Per Project Limit		Group B Greater Than \$200,000.00 To Less Than \$1,000,000.00 Pre-Qualification At Least \$1 Million and Not More Than \$2 Million Per Project Limit		Group C \$1,000,000.00 To \$2,000,000.00 Pre-Qualification At Least \$2,000,000.00 Per Project Limit		Group D \$ 0 To \$2,000,000.00 Pre-Qualification At Least \$2,000,000.00 Per Project Limit	
	General Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	NA
Maximum Contract Amount Per Project		\$200,000	Contract Amount Per Project	\$200,001 To \$1,000,000	Contract Amount Per Project	\$1,000,001 To \$2,000,000		
Electrical Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	NA	
	Maximum Contract Amount Per Project	\$200,000	Contract Amount Per Project	\$200,001 To \$1,000,000	Contract Amount Per Project	\$1,000,001 To \$2,000,000		
Mechanical Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	NA	
	Maximum Contract Amount Per Project	\$200,000	Contract Amount Per Project	\$200,001 To \$1,000,000	Contract Amount Per Project	\$1,000,001 To \$2,000,000		
Roofing Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	NA	
	Maximum Contract Amount Per Project	\$200,000	Contract Amount Per Project	\$200,001 To \$1,000,000	Contract Amount Per Project	\$1,000,001 To \$2,000,000		
Fire Sprinklers And Suppression Contractor							Single Fixed Multiplier (SFM)	0.____
	NA		NA		NA		Contract Amount Per Project	\$0 To \$2,000,000
Site Utilities Contractor							Single Fixed Multiplier (SFM)	0.____
	NA		NA		NA		Contract Amount Per Project	\$0 To \$2,000,000

RULES:

- Awards shall be by Group up to the Bidder's Aggregate Limit for Contractor Pre-Qualification as approved by The School Board of Broward County, Florida and based upon the contract amounts stated in the Document 00410 Bid Form Table A.
- Bidder must be pre-qualified for the Work Category to be awarded and possess Per Project and Aggregate limits sufficient for the amounts shown within the Work Category and within ranges indicated in Document 00410 Bid Form Table B.
- Bids shall be considered by Work Category in the order listed in Table B above.
- When a Bidder's Contractor Pre-Qualification Aggregate Limit amount is awarded, or additional award would cause the Pre-Qualified Aggregate Limit to be exceeded, then no further Awards to the Bidder shall be considered.
- **A BIDDER MAY NOT SUBMIT IN MORE THAN ONE (1) GROUP, BUT MAY SUBMIT IN MORE THAN ONE (1) WORK CATEGORY FOR WHICH IT IS PRE-QUALIFIED.**

Insert a multiplier, **of four digits with three of those digits to the right of the decimal point**, EXAMPLE (X.XXX), to the right of each Work Category and under each Item number that the Contractor wants to bid.

Basis of Award: It is the intent of The School Board of Broward County, Florida to Award Contracts to all Responsive and Responsible Bidders up to the specified amount per work category and group (indicated above) in order to establish a cadre of Pre-Qualified Contractors. Work will be assigned by "Work Category" to the lowest Responsible and Responsive bidders in the Contract Amount indicated in **Table B** above for each Item. Awardees shall be determined by the lowest Single Fixed Multiplier for each Item indicated in Table B. [Awardee Table]

When a bid has multiple awardees, all awardees must agree to the same Single Fixed Multiplier submitted by the low bidder.

The Bidders, other than the lowest Bidder, shall be notified of an opportunity to match the lowest multiplier received. Bidders shall be required to respond with acknowledgement and agreement to match the lowest multiplier within 72 hours of the initial notification.

BID ITEMS SUBMITTED WITH A SINGLE FIXED MULTIPLIER EXCEEDING ONE (1.000) SHALL BE REJECTED. IN THE EVENT NO WORK IS ASSIGNED AND PERFORMED, THE CONTRACTOR SHALL HAVE NO ENTITLEMENT FOR PAYMENT OR OTHER COMPENSATION UNDER THIS CONTRACT.

THE OWNER RESERVES THE RIGHT TO CONTRACT WITH OTHER CONTRACTORS SHOULD THE LOWEST PRICED CONTRACTOR

- **FAIL TO MAINTAIN THE SCHEDULE FOR THE WORK AS AGREED TO BY THE OWNER AND THE CONTRACTOR; OR**
- **OTHERWISE, FAIL TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.**

THE OWNER RESERVES THE RIGHT TO REQUEST PROPOSALS.

The SBBC reserves the right to procure goods from any other School Board of Broward County, Florida pre-qualified contractor if: a) the awarded bidder cannot comply with delivery requirements or specifications; b) the awarded bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) work may be issued to multiple contractors if, in the opinion of The School Board of Broward County, Florida or its staff, the work cannot be completed by a single contractor in the specified time or if it is in the best interest of The SBBC to do so regardless of reason.

The Bidder further proposes and agrees that, in case of failure on its part to execute the said Contract and a Bond as required by The School Board of Broward County, Florida 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

Date of _____

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: Five Thousand Dollars

Figures: \$5,000.00

In the amount of \$5,000.00, made payable to The School Board of Broward County, Florida.

One bid bond from each bidder shall be required in the amount of \$5,000.00, as noted above.

Respectfully submitted,

(Corporate Seal)

Attest:

Company/Contractor

By: _____ **Seal**

President

Secretary

Witness

Witness

Contractor

Construction Industry Licensing Board Registration # _____

State Certification # _____ or Broward County Certification # _____

Qualifying Individual: _____

Each Bidder must list the names of its officers and its 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: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____

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

Bid Title: **Construction Services Minor Projects (CSMP)**

Bid Number: _____

Facility/School Name: **N/A**

as prepared by:

END OF DOCUMENT



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505**

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 (here-in-
after called the "Owner"), in the sum of:

Written
Amount: Five Thousand Dollars

Figures: \$5,000.00

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:

Construction Services Minor Projects , and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check
or bid bond in the amount of \$5,000.00 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 percent (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

President _____, and attested by its Secretary _____
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., 20 _____.
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
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00425: Certificate of Intent

Bid No.:
Bid Name: Construction Services Minor Projects (CSMP)
Location No.:
Project No.:
Project Title:
Facility Name:

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 (or affirmed) and subscribed before me by means of

☐ physical presence or ☐ online notarization, this _____ day of _____, _____ (year), 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
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00433: Subcontractors List

Bid No.
Bid Title: Construction Services Minor Projects (CSMP)
Location No.:
Project No.:
Project Title:
Facility Name:

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:

Signature

Document 00433: Subcontractors List

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
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351(754) 321-0505

Document 00435: Schedule of Values

Project No: _____ Date Submitted: _____
 Location No: _____
 Bid No / Name: _____ Construction Services Minor Projects (CSMP)
 Project Title: _____ Original Post Bid Submittal: ☐ Yes ☐ No
 Facility Name: _____

Contractor: _____ Accompanying Requisition for Payment No.: _____

(FORM TO BE USED BY THE SELECTED BIDDERS)

A	B	C	D	E	F	G	H	I	J	K
Item No.	Project Manual Division/ Section No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored to Date	Total Completed & Stored to Date	%	Balance to Finish	Retainage
				From Previous Application	This Period					
				(E+F)		(Not in E or F)	(E+F+G)	H/D	(D-H)	
	Div. 0	Overhead								
	Div. 0	Profit								
	Div. 0	Bonds								
	Div. 1	GENERAL REQUIREMENTS								
	Div. 2	SITE WORK								
	02070	Minor Demolition for Remodeling								
	02110	Site Clearing								
	02200	Earthwork								
	02220	Excavation and Fill for Utility Sys.								
	02222	Building Demolition								
	02280	Soil Treatment								
	02370	Auger C.I.P. Concrete Piles								
	02510	Asphaltic Concrete Paving for Parking and Drives								
	02533	Packaged Lift Station								
	02551	Maintenance of Traffic								

	02580	Parking Markings								
	02586	Exterior Electrical Work Underground								
	02605	Precast Manholes								
	02660	Water Distribution								
	02720	Storm Drainage								
	Div. 2	SITE WORK (Continued)								
	02730	Sanitary Sewerage								
	02747	Asphaltic Concrete Paving for Playcourts and Tracks								
	02755	Color Surface for Play Courts								
	02756	Color Surface for Tennis Courts								
	02757	Color Surface for Running Tracks								
	02765	Playcourt Pavement Marking								
	02766	Court Markings for Playcourts and Tennis Courts								
	02767	Track Pavement Markings for New Tracks								
	02768	Track Pavement Markings for Existing Tracks								
	02793	Safety Surface								
	02811	Landscape Irrigation								
	02830	Chain Link Fences and Gates								
	02848	Parking Bumpers								
	02880	Playfield Equipment and Structures								
	02890	Traffic Signs and Signalization								
	02931	Sodding								
	02950	Trees, Plants and Groundcovers								
	02951	Asphaltic Concrete Patching								
	02952	Asphaltic Concrete Repair and Sealing								
	02953	Asphalt Paving for Resurfacing Existing Playcourts								
	02986	Repair and Resurface of Existing Playcourts and Tennis Courts								
	02987	Resurfacing of Existing Tracks								
	02991	Furniture Moving								

	Div. 3	CONCRETE								
	03100	Concrete Formwork								
	Div. 3	CONCRETE (Continued)								
	03200	Concrete Reinforcement								
	03300	Cast-In-Place Concrete								
	03305	Cast-In-Place Concrete and Reinforcement (Small Projects)								
	03410	Precast Prestressed Concrete Joists and Beams								
	03412	Precast Concrete Ramps and Stairs Units								
	03415	Precast Prestressed Sections								
	03470	Tilt-Up Precast Concrete								
	03520	Light Weight Cellular Insulation Concrete								
	03700	Concrete Repair								
	Div. 4	MASONRY								
	04200	Unit Masonry								
	04205	Masonry Piers								
	04230	Reinforced Unit Masonry								
	04270	Glass Unit Masonry								
	04530	Masonry Patchwork								
	Div. 5	METALS								
	05120	Structural Steel								
	05210	Steel Joints								
	05310	Steel Deck								
	05400	Cold Formed Metal Framing								
	05500	Metal Fabrications								
	05511	Metal Stairs								
	05520	Metal Handrails and Railings								
	05551	Stair Nosing								
	Div. 6	WOOD and PLASTICS								
	06100	Carpentry								
	06300	Wood Treatment								
	06400	Architectural Woodwork								

	Div. 7	THERMAL and MOISTURE PROTECTION								
	07121	Cold Fluid – Applied Waterproofing								
	07132	Vapor-Protective Waterproofing								
	07145	Cementitious Water Proofing								
	07190	Vapor Barrier								
	07210	Building Insulation								
	07220	Roof Insulation								
	07270	Firestopping and Smoke Barrier Caulking								
	07324	Concrete Roofing Tiles								
	07510	Built-Up Asphalt Roofing System								
	07540	Thermoplastic Membrane Roofing								
	07550	Modified Bitumen Roofing-Hot Asphalt Application								
	07551	Modified Bitumen Roofing-Torch Application								
	07600	Flashing and Sheet Metal								
	07631	Gutters and Downspouts								
	07716	Roof Expansion Joints								
	07722	Roof Scuttles and Automatic Fire Vents								
	07724	Prefabricated Curbs								
	07812	Spray Applied Fire Resistive Material								
	07920	Joint Sealants								
	Div. 8	DOORS and WINDOWS								
	08110	Steel Doors and Frames								
	08210	Flush Wood Doors								
	08305	Access Doors and Panels								
	08333	Overhead Coiling Doors								
	08351	Accordion Folding Doors								
	08400	Entrances & Storefronts								
	08520	Aluminum Windows								
	08710	Door Hardware								
	08800	Glass and Glazing								

	Div. 9	FINISHES								
	09125	Plastered Ceiling Suspension Systems								
	09215	Veneer Plaster								
	09220	Portland Cement Plaster (Stucco								
	09250	Gypsum Board								
	09310	Ceramic Tile								
	09330	Quarry Tile								
	09510	Acoustical Ceilings								
	09545	Linear Metal Ceiling Systems								
	09560	Wood Strip Flooring								
	09650	Resilient Tile Flooring								
	09665	Resilient Sheet Flooring								
	09680	Carpet								
	09705	Resilient Safety Wall Padding								
	09770	Special Wall Surfaces								
	09775	Fiberglass Reinforced Paneling (FRP)								
	09820	Cementitious Coatings								
	09900	Painting								
	09901	Exterior Remedial Paint								
	09951	Resinous Flooring								
	Div. 10	SPECIALTIES								
	10100	Visual Display Boards and Cases								
	10125	Tackable Wall System								
	10165	Plastic Toilet Partitions								
	10190	Cubicle Curtain Track								
	10200	Louvers & Vents								
	10350	Flagpoles								
	10400	Identifying Devices								
	10433	Illuminated Exterior Signage								
	10505	Metal Lockers								
	10520	Fire Protection Specialties								
	10532	Aluminum Walkways								
	10652	Folding Panel Partitions								
	10655	Accordion Folding Partitions								
	10675	Metal Storage Shelving and Cabinets								

	10810	Toilet Accessories								
	10820	Shower Enclosures								
	Div. 11	EQUIPMENT								
	11062	Stage Curtains								
	11132	Projection Screens								
	11175	Food Waste Pulping System								
	11400	Food Service Equipment								
	11426	Kitchen Filter Type Exhaust Hood								
	11427	Kitchen Waterwash Exhaust Hood								
	11428	Kitchen Dry Extractor Baffle Exhaust Hood								
	11450	Residential Appliances								
	11480	Athletic and Recreational Equipment								
	Div. 12	FURNISHINGS								
	12100	Art Kiln								
	12354	Laboratory Casework and Equipment								
	12359	Musical Instrument Casework								
	12490h	Window Treatment (Horizontal)								
	12490v	Window Treatment (Vertical)								
	12500	Window Treatment								
	12666	Portable Bleachers								
	12667	Exterior Aluminum Bleachers								
	12760	Telescoping Gym Seats								
	Div. 13	SPECIAL CONSTRUCTION								
	13038	Walk-in Cooler/Freezer								
	13100	Lightning Protection								
	13140	Pavilions								
	13801	Clock Control (Existing								
	13802	Clock Control								
	13825	Security Electrical System								
	13845	Fire Alarm System								
	13900	Total Flooding Fire Suppression System								

	Div. 14	CONVEYING SYSTEMS								
	14240	Hydraulic Elevators								
	Div. 15	MECHANICAL								
	15050	Basic Materials and Methods								
	15052	Variable Frequency Drives								
	15055	Motors								
	15060	Hangers and Supports								
	15070	Mechanical Sound and Vibration Control								
	15075	Mechanical Identification								
	15078	Field Painting of Mechanical Systems								
	15083	Duct Insulation								
	15089	Piping Insulation								
	15100	Valves								
	15105	Plumbing Piping								
	15182	HVAC Pumps								
	15183	Hydronic Piping								
	15211	Air Compressor								
	15220	Chemical Treatment System								
	15222	Condensate Water Recovery System								
	15300	Fire Protection System								
	15320	Fire Pump Controls								
	15410	Plumbing Fixtures								
	15430	Plumbing Specialties								
	15480	Domestic Water Heaters								
	15620	Packaged Water Cooled Chiller								
	15625	Air Cooled Chiller								
	15645	Mechanical Draft Cooling Tower								
	15720	Air Handling Unit								
	15721	Outside Air Handling Pretreatment Unit								
	15732	Packaged Rooftop Air Condensing Unit								
	15733	Packaged Grade Mounted Air Condensing Unit								

	15734	Packaged EHPA Rooftop Air condensing Unit								
	15735	Room Air Condensing Unit								
	15736	Ductless Air Conditioner								
	15737	Packaged Wall Mounted Air Condensing Unit								
	15738	Self-Contained Packaged Classroom Air Condensing Unit								
	15767	Unit Ventilator Chilled Water								
	15768	Fan Coil Unit Chilled Water								
	15788	Refrigeration System Safety Equipment								
	15810	Metal Ducts								
	15816	Non-Metal Ducts								
	15825	Electric Duct Heater								
	15830	Fans								
	15845	Air Terminal Units								
	15850	Air Outlets and Inlets								
	15855	Penthouse Ventilator								
	15860	Air Cleaning Devices								
	15900	HVAC Instrumentation and Controls								
	15940	Sequence of Operation								
	15995	Startup & Certification of Air, Water & Control Systems								
	Div. 16	ELECTRICAL								
	16010	General Provisions								
	16020	Completion of Work								
	16050	Basic Materials and Methods								
	16053	Provisions for Interior Finishing								
	16060	Grounding								
	16070	Equipment Bases, Mats and Supports								
	16072	Electrical Supporting Devices								
	16080	Electrical Inspection and Testing								
	16085	Cables, Splices and Terminations Testing								

	16088	Acceptance Tests and Performance Verification								
	16090	Alterations and Additions to Existing Work								
	16114	Cable Trays								
	16120	Wire and Cables								
	16129	Terminal Lugs								
	16130	Raceways & Boxes								
	16132	Conduit, Fittings and Supports								
	16134	Auxiliary Terminal Panels								
	16137	Pull and Junction Boxes								
	16138	Outlet Boxes								
	16140	Wiring Devices								
	16220	Motor Starters								
	16225	Motors & Motor Controls								
	16231	Emergency Standby Electrical Service System								
	16400	Service and Distribution								
	16410	Circuit Breakers								
	16413	Safety Switches								
	16415	Transient Voltage Surge Suppressors								
	16430	Low Voltage Switchgear								
	16440	Panelboards								
	16460	Energy Efficient Dry Type Transformers								
	16490	Fuses								
	16510	Interior Luminaries								
	16520	Exterior Luminaries								
	16528	Sports Lighting								
	16555	Auditorium Lighting and Dimming								
	16706	Computer Networking Electrical								
	16707	Communications Networking Infrastructure								
	16724	Sound and Intercom/ Master Clock								
	16726	Telephone Raceway System								
	16760	Video Surveillance System								

	16780	Television Master Antenna and RF Distribution System								
	16802	Auditorium Sound Systems								
	16803	Gymnasium Sound Systems								
	16806	Music Classroom Sound and Intercom Systems (Electronic)								
	16910	Electric Systems Controls								
	16912	Mechanical Systems Control								
	Div. 17	COMMUNICATIONS								
	17000	Voice Data Video Structured Cabling Systems								

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
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00436: Schedule of Unit Prices

Bid No/Name: Construction Services Minor Projects
Location No:
Project No.:
Project Title:
Facility Name:

Unit prices quoted below will be utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on this Document will not form part of the basis for award of the Contract.**

Unless specific Unit Prices are indicated on Document 00436, Schedule of Unit Prices by the Owner, Unit Price information provided by the Bidder shall not be administered under the Contract.

Estimated quantities shown below are “sample” quantities utilized for accounting purposes only and cannot be guaranteed to represent an actual amount or quantity of labor, services, or materials required to complete the Work.

Item No.	Designation (Refer to Section 01270, Unit Prices)	Unit of Measure	Unit of Price (Dollar/Cents)	Estimated Quantity	Total Price (Dollar/Cents)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Submitted By:

Company Name &
Address:

Phone:

Signature

Title



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
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Sunrise, Florida 33351
(754) 321-0505**

**Document 00450: Request for Taxpayer identification
Number and Certification**

**See Below Link for Department of Treasury Internal
Revenue Service Form W-9:**

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Document 00455: Background Screening of Contractual Personnel

Bid No/Name: Construction Services Minor Projects
Project No.:
Location No:
Project Title:
Facility Name:

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32, 1012.465 and 1012.467 Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Sections 1012.32, 1012.465 and 1012.467, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(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. Contractor Name: _____
Address: _____
2. My relationship to the Contractor 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) _____

TO BE COMPLETED AT THE TIME OF SUBMISSION BID AS INDICATED IN DOCUMENT 00200 AND FOR COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

- ☐ The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: _____ **DATE:** _____

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

Notarization

State of: _____)

County of: _____)

Sworn to (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, _____ (year), by _____
who is personally known to me or did produce:

_____ an identification and who did take an oath.

Notary Public: _____

Affix Seal

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <https://www.browardschools.com/Page/35284> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-0505.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.



Document 00457: Drug-Free Workplace Certification

Bid No/Name: Construction Services Minor Projects (CSMP)
Project No.:
Location No:
Project Title:
Facility Name:

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 (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), 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
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00460: Trench Act Compliance Statement

Bid No./Name: Construction Services Minor Projects
Location No.:
Project No.:
Project Title:
Location Name:
Location Address:

Instructions

Florida Statute (FS) 553.63 (1) (c) requires all contractors engaged by The School Board of Broward County, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Florida Statute (FS) 553.63 (1) (c) (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

	Dollars	\$
Written		Figures

3. The amount listed above has been included within the Base Bid as listed on Document 00410, Bid Form.

Certified By:

Company Name
& Address:

Signature

Phone:

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: _____
Commission Expires on: _____

Affix Seal

**The School Board of Broward County, Florida
Economic Development & Diversity Compliance
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tri-county marketplace.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.

"Notice to Proceed" ("NTP") and "Authorization to Proceed" ("ATP") are used interchangeably for the purposes of this document and other SDOP specific forms and references.

"Subcontractor" and "Subconsultant" are used interchangeably for the purposes of this document and other SDOP forms and documents.

"Firm", "Contractor" and "Consultant" are used interchangeably for the purposes of this document and other SDOP specific forms and references.

Emerging/Small/Minority/Women Business Enterprise (S/M/WBE) Certifications:

At the time of submission of a response to a solicitation, the contractor shall identify all E/S/M/WBE firms to be utilized or provide a completed signed Bidder/Proposal Contractor Assurance Statement – Document 00471. All E/S/M/WBE Prime who is self-performing must complete Document 00470 – S/M/WBE Statement of Intent listing percentage of Self Performance.

In response to Construction Bids, all E/S/M/WBE Prime that is self-performing, must ensure the percentage of work listed in Document – 470 S/M/WBE Statement on Intent match the Percentage of Work listed on Document 00425 Certificate of Intent. A letter or certificate confirming the EDDC Department's approval of E/S/M/WBE certification status must be submitted on behalf of each S/M/WBE firm as part of the bid submission.

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Document 00467: Supplier Diversity Outreach Program Guidelines

In response to an RFQ: Any participation by firms not certified by SBBC at the time of Qualifications Statement will not count in the RFQ evaluation process in the Contractor S/M/WBE Participation Category. However, firms that are certified by SBBC after the Qualifications Statement's tentative award will count towards the Contractor's S/M/WBE project goal attainment. The Contractor shall contact SDOP to provide the updated information.

For information on E/S/M/WBE Certification, or to obtain information on locating certified S/M/WBEs, contact SBBC's Supplier Diversity Outreach Programs at 754-321-0505 or <http://www.browardschools.com/sdop>.

A "Minority Business Enterprise (MBE)" is defined as any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by SBBC. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meet the significant business presence requirements in accordance with School Board Policy 3330.

A "Women Business Enterprises (WBE)" is defined as any legal entity, except a joint venture, that is organized to engage in for-profit transactions, at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority, women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by SBBC and that meets the significant business presence requirements in accordance with School Board Policy 3330. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements in accordance with School Board Policy 3330.

A "Minority/Women Business Enterprise (M/WBE)" is defined as a firm that is certified as either a minority Women business enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the school district.

An "Emerging M/WBE" is defined as a certified M/WBE firm whose annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements in accordance with School Board Policy 3330.

A "Small Business Enterprise (SBE)" is defined as a corporation, partnership, sole proprietorship, or other legal entity for making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets the significant business presence requirements in accordance with School Board Policy 3330.

An "Emerging SBE" is defined as a certified SBE corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Significant Business Presence requirements in accordance with School Board Policy 3330.

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Document 00467: Supplier Diversity Outreach Program Guidelines

Compliance:

The School District shall monitor performance and compliance in accordance with School Board Policy 3330. During the term of any subsequent contract, the awardee shall comply with the S/M/WBE Subcontractor Utilization Plan made in its response to the solicitation. Each contract/agreement containing certified firm commitment must include a requirement of periodic reporting of both certified and non-certified subcontractor participation. For construction projects, reporting is monthly through e-Builder. For Design and Pre-construction CMAR Awards, reporting should be provided at each phase being invoiced through e-Builder. Further, non-receipt of utilization reporting may result in breach of contract. The submission of reporting is further identified to be a condition for payment of the contractor.

SDOP will monitor and record non-receipt of required reports on a quarterly basis. The report will include the name of the prime, the project(s) involved, and the report(s) missing. Compliance for use of S/M/WBEs shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After contract execution, the awardee shall maintain the level of utilization as established in the contract's S/M/WBE Subcontractor Utilization Plan. Failure to comply with the SDOP requirements in the contract will be considered a material breach resulting in recommendation for sanctions, penalties and which could include debarment proceedings pursuant to School Board Policy.

Prime & Subcontractor Terms and Conditions

In keeping with the objective of Policy 3330 and Chapters 9 and 13 of the Standard Operating Procedures, SBBC requires the terms and conditions that are included in the Prime Contractor or Prime Consultant or Prime Vendor's (Prime) Agreement between the Prime and SBBC be extended in similar or equal capacity in the contracts between the Prime and all lower tier Subcontractors. Refer to Document 00472 - Prime/Subcontractor Contract Terms & Conditions. All Bidders must comply with the Prime/Subcontractor Terms & Conditions Document 00472.

The Subcontractors Utilization Plan shall consist of the following documentation, which must be attached to the Bid solicitation:

1. Bidder/Proposer Assurance Statement (Document 00471) – **(Only Applicable to CSMP and CMAR projects)**
2. S/M/WBE Subcontractor Participation Schedule (Document 00475)
3. Statement of Intent to Perform as an S/M/WBE Subcontractor (Document 00470)

Note: For projects utilizing a CMAR project delivery method, exact M/WBE or SBE participation during construction phase will not be known until proposals are received, subcontractors are selected, and the Guarantee Maximum Price (GMP) is developed. Please state the CM's commitment for M/WBE or SBE participation during the construction phase **on the Bidder/Proposer Assurance Statement (Document 00471)**. The Construction Manager (CM) will be obligated to meet this commitment as a condition to gain SBBC approval of the GMP.

In response to an RFQ If percentages vary between the Participation of Schedule (Document 00475) and the M/WBE Statement of Intent (Document 00470), the percentage listed on the Statement of Intent (Document 00470) will be used to determine participation. If the M/WBE Statement of Intent (Document 00470) - is not signed by the Subcontractor, participation attributed to the listed vendor will not be included even if they are listed on Participation Schedule Form (Document 00475). If no percentage is listed, Submitting Firm will not receive points. If a percentage range is provided for an M/WBE Subcontractor on the M/WBE Statement of Intent Form (Document 00470), the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.

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Document 00467: Supplier Diversity Outreach Program Guidelines

Nondiscrimination:

The respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the respondent agrees to comply with SBBC's Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

Affirmative Procurement Initiatives (APIs) for Professional Services:

"Affirmative Procurement Initiatives (API)" – refers to various SDOP tools and solicitation incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of School Board Policy 3330 and the SDOP Standard Operating Procedures.)

Penalties and Sanctions:

Upon the receipt of a recommendation from the Superintendent of Schools regarding the failure of the prime or its authorized agents to comply with any portion of the SDOP policy and Section 13 of the Standard Operating Procedures, the SBBC may take actions regarding the non-complying party, including, but not limited to, suspension of contract, withholding payments due, rescission or termination of contract based upon the failure to comply with SDOP policy requirements, refusal to accept bids, responses, Qualification Statements and proposals, disqualification of a respondent, contractor, or other business entity from eligibility for providing goods or services to the SBBC for a period not to exceed two (2) years (upon SBBC's approval) and/or liquidated damages equal to the difference between the committed versus actual dollar value of S/M/WBE participation.

Any person who violates these provisions shall be subject to penalties and sanctions established by SBBC and to the maximum penalty provided by law.

Good Faith Efforts:

If the information submitted in the response demonstrates that a Contractor does not meet the S/M/WBE Subcontractor Goal, then the Contractor shall submit information supporting its good faith efforts that is sufficient to satisfy SDOP.

If a respondent is unable to comply with the API requirements imposed by SBBC under the terms of the SDOP policy, as required in the solicitation, such respondent shall complete and submit an S/M/WBE Good Faith Effort Waiver Request Form, at the time the solicitation is due. The Form shall include specified documentation which demonstrates a good faith effort to comply with the requirements as described under the selected API.

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Document 00467: Supplier Diversity Outreach Program Guidelines

In making the required judgment, SDOP will consider some or all of the following good faith efforts. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a Contractor has made good faith efforts, SDOP will evaluate the efforts that a Contractor has made and the quantity and intensity of these efforts.

SBBC has developed concise, detailed, and quantifiable good faith effort requirements for prime contractors to ensure they are making a legitimate attempt to meet the APIs. Meeting the goal, or making good faith efforts to meet the goal, is a condition of being issued a Notice to Proceed (NTP) or Authorization to Proceed (ATP).

The listing of S/M/WBE Subcontractors by a Contractor shall constitute a representation by the Contractor that such entity is qualified and available, and a commitment by the Contractor that, if it is issued a NTP or ATP, it will enter into a subcontract in the amount set forth in its submission, subject to the terms of these Guidelines.

Respondents must obtain a total of **seventy (70) or more points out of One Hundred (100)** to indicate that the Good Faith Efforts were sufficient and to be deemed compliant

The following actions outline evidence of the minimum good faith effort to meet the SDOP S/M/WBE subcontracting goal and describe the criteria to quantify good faith efforts.

Advertising (5 points)

Effort: Bidders must advertise opportunities for SBBC-certified S/M/WBEs in a minimum of three (3) separate print newspapers and post ten (10) digital media notices using various combinations of Twitter, Facebook, Trade Associations, and ethnic focused media outlets by no later than ten (10) business days once the bid is advertised. The Bidder is highly encouraged to effectively use the services of available small/minority/women community organizations; small/minority/women contractors' groups; local, State, and Federal small/minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of S/M/WBEs. Bidders are required to publish these opportunities in the general circulation media, minority-focused media, trade association publications, or trade-related publications, unless the SBBC waives this requirement due to time constraints. Pro forma mailings to S/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts.

Documentation: The advertisement shall include the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited. (i.e. Newspaper Tear Sheet and copy of Social Media Post).

Outreach to Identify S/M/WBEs (15 points)

Effort: The bidder should solicit this interest as early in the solicitation process as practicable, but no later than ten (10) business days after the Pre-bid Conference to allow the S/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the S/M/WBEs are interested by taking appropriate steps to follow up initial solicitations.

The bidder should attempt to reach out to S/M/WBEs by utilizing the SDOP approved online databases of certified firms. The scope of work required should be identified, and the contractor needs to seek out relevant companies to perform the specified work.

Documentation: The Contractor should retain dated documentation of any correspondence targeting S/M/WBE.

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Document 00467: Supplier Diversity Outreach Program Guidelines

Pre-Bid Meeting Attendance (5 points)

Effort: Attendance at the pre-bid meeting is mandatory to comply with the good faith effort requirement in order to be awarded the 5 points. If a pre-bid meeting is not offered, five (5) points will be deducted from the seventy (70) point minimum score.

Documentation: The Contractor's name should appear on SBBC's pre-bid meeting sign-in sheet to document the company presence.

Timely Written Notification (20 points)

Effort: Selecting portions of the work to be performed by S/M/WBEs in order to increase the likelihood that the assigned goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate S/M/WBE participation, even when the prime bidder might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates S/M/WBE participation

Documentation: Written correspondence with the subcontractor's name, address, contact person, and the date of the written notice should be documented. Written notification must be dated and transmitted at least ten business days prior to the bid due date and include verification of transmission date. Such verification may include emails and copies of certified mail return receipts.

Initial Contact Follow-up (15 points)

Effort: The contractor should follow-up on initial solicitations by contacting S/M/WBE subcontractors prior to the bid opening to determine with certainty whether the subcontractors are interested in performing the specific items of work on the project. Such contact shall be within a reasonable amount of time to allow the prospective S/M/WBE subcontractor an opportunity to submit a competitive sub-bid. The content of the initial letter, email, or facsimile should be different for the follow-up correspondence to indicate the additional effort expended to secure bidders.

Documentation: The list of subcontractors that were contacted, including results of that contact, documented by a telephone log, e-mail printout, automated facsimile journal, or fax transmittal documents, is required. The record should include the S/M/WBE's name, telephone number, contacted person, dates of contact, and the outcome.

Identify Items of Work (15 points)

Effort: Bidder is to provide interested S/M/WBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner, not less than five (5) days, to provide their Sub-Contractor Proposal.

Documentation: The list utilized to define the specific items of work solicited, including the identification process for S/M/WBE firms from which such work was solicited, is required. Documents should be reviewed to determine if the work is specific to that listed in the goal-setting document for the specific work item.

**The School Board of Broward County, Florida
Economic Development & Diversity Compliance
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

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Negotiate in Good Faith (15 points)

Effort: The contractor should negotiate in good faith with the S/M/WBE, and not unjustifiably reject bids, quotes, and proposals prepared by the S/M/WBE as unsatisfactory.

Documentation: Written statements of the names, addresses, and telephone numbers of subcontractors contacted by the contractor to negotiate price or services should be submitted. Dates of the negotiations and the results should be included, as well as documentation of the quotes and/or proposals received from S/M/WBEs; and evidence as to why additional Agreements could not be reached for S/M/WBEs to perform the work.

Bonding Requirements (5 points)

Effort: Waive or reduce bonding requirements for subcontractors where possible

Documentation: Copies of Respondent's commitment to waive or reduce bond requirements.

Assist in Financing, Bonding, and Insurance (5 points)

Effort: Where applicable, the contractor should advise and make efforts to assist interested S/M/WBEs in obtaining bonds, lines of credit, or insurance that SBBC requires.

Documentation: Written statements of the type of assistance offered to S/M/WBEs are required. The contractor should provide the name, contact person, and telephone number of the bonding company or financial institution offering assistance.

Acceptability of S/M/WBE Subcontractor Good Faith Efforts Submission:

1. If the SDOP questions the acceptability of the Firm's S/M/WBE subcontractor submissions, the Contractor shall present information to substantiate its compliance with the applicable requirements to SDOP within five (5) consecutive business days.
2. Not later than seven (7) calendar days after the communication with the Contractor, SDOP shall make a written recommendation. Recommendations to reject the Firm's Good Faith Efforts Submission may be submitted to the Director of Procurement & Warehousing Services for review and acceptance. The rejection will result in the Firm's response being deemed nonresponsive.
 - a. For RFQs, in the event, the highest ranked firm is deemed nonresponsive by PWS, District Staff will evaluate and negotiate with the next responsive /responsible firm.
 - b. For Construction Hard Bids, in the event the or lowest bidder is deemed nonresponsive, district staff will evaluate the next responsive / responsible bidder.

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Calculation of S/M/WBE Subcontractor Participation toward Contract Goal:

For projects utilizing a CMAR project delivery method, exact M/WBE or SBE participation during construction phase will not be known until proposals are received, subcontractors are selected, and the Guarantee Maximum Price (GMP) is developed. Please state the CM's commitment for M/WBE or SBE participation during the construction phase. The Construction Manager (CM) will be obligated to meet this commitment as a condition to gain SBBC approval of the GMP.

S/M/WBE subcontractor participation shall be calculated as follows:

1. Once the SBBC has determined that a firm is an eligible S/M/WBE subcontractor, the total dollar value of the contract awarded to the S/M/WBE subcontractor is counted toward the goal.
2. The SBBC shall count toward the goal only expenditures to S/M/WBE Subcontractors that perform a commercially useful contractual function in the work. An S/M/WBE Subcontractor is considered to perform a useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out the responsibilities by actually performing and supervising the work involved.
3. Consistent with normal industry practices, an S/M/WBE subcontractor may enter into subcontracts. If such an entity subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices to non-S/M/WBE subcontractors, the entity shall not be considered as an S/M/WBE subcontractor.

Issuance of an NTP or ATP:

Provided the Firm submitted the completed forms and information as required by these Guidelines and submitted information to satisfy SDOP that it has met the API or has made good faith efforts to meet the API, an NTP or ATP may be issued.

Requirements and Procedures Subsequent to the Issuance of a NTP or an ATP:

Subcontracts:

After issuance of an NTP or an ATP, the Firm shall submit, executed subcontract agreements corresponding in all respects to its S/M/WBE Subcontractor Utilization Plan (including authorized substitutions).

If there is a change to the S/M/WBE Subcontractor Utilization Plan, the prime contractor/prime consultant shall submit a request for change to EDDC. Only EDDC approved Termination/Deletions/Additions & Substitution of S/M/WBE Subcontractors will be counted towards the committed participation goal.

Termination/Deletions/Additions & Substitution of S/M/WBE Subcontractors:

Changes are not accepted pre-award. Post-award, the School Board Policy 3330 and Section 9 of the Standard Operating Procedures requires that a prime may not deviate from the accepted certified subcontracting team on the project without the written approval of EDDC and Program Manager or designee. The reason for review of such requests is to prevent bid shopping and prevent undue or arbitrary removal of Broward Schools certified small businesses.

1. Termination of a S/M/WBE Certified Firm: A certified firm may not be removed from a subcontracting team without the prior written consent of EDDC and the Program Manager or designee. The acceptance of the request shall be in writing to the requesting prime contractor/prime consultant.

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- a. If a request to delete or substitute a certified firm is granted by EDDC, the prime must replace the removed firm with another M/WBE of at least equal contracting value to the overall project. Failure to do so will result in a notice to cure from EDDC and potentially a notice of violation if the matter is not resolved. The prime contractor/prime consultant is responsible for utilizing good faith efforts to obtain the level of certified participation agreed upon at project inception.
2. Additions, Deletions, & Substitutions: Changes are not accepted pre-award. Post-award, the School Board Policy 3330 requires that a prime may not deviate from the accepted certified subcontracting team on the project without the written approval of the Program Manager or designee. The reason for review of such requests is to prevent undue or arbitrary removal of S/M/WBE certified small businesses.
3. Reasons to request a substitution of S/M/WBEs in a Contractor's S/M/WBE Subcontractor Utilization Plan include, but are not limited to the following:
 - b. Subcontractor is no longer qualified, Subcontractor has unreasonably refused to execute the subcontract agreement without cause, Subcontractor is no longer able to perform the work, Subcontractor materially breaches its subcontract agreement with the contractor.
4. If after a "reasonable" good faith effort measures, the Prime is unable to find a substitute S/M/WBE, a post-award waiver may be requested, which documents the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed good faith efforts to find a suitable substitute for the initial S/M/WBE Subcontractor Utilization Plan (Doc.00485) the contract may, in the District's sole discretion, be terminated for material breach.
 - c. The prime shall make every reasonable effort to propose and enter into an alternative subcontract agreement or agreements for the same work to be performed by other certified S/M/WBE subcontractor(s) for a contract price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).
5. Compliance with Contract Goal:

The Contractor shall be deemed to be in continued compliance with the established goal for the S/M/WBE Subcontractor Utilization Plan if the Contractor meets or exceeds the goal established in the S/M/WBE Subcontractor Utilization Plan or if the Contractor's good faith efforts are approved.

6. Monthly Monitoring Report:

The Contractor shall submit a S/M/WBE Monthly Subcontractor Utilization Report as required in section XXX of these guidelines) when the Contractor's agreement with SBBC includes an S/M/WBE Subcontractor Utilization Plan. The S/M/WBE Monthly Subcontractor Utilization Report can be obtained from SDOP.

Should the Contractor fail to comply with the provisions required for monthly reporting requirements, it shall be considered in default of its contract. (See Sanctions and Penalties)

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Non-Compliance with Contract Goal:

1. Should the Contractor fail to comply with the provisions required by its S/M/WBE Subcontractor Utilization Plan, this shall be considered a material breach and therefore the Contractor shall be considered in default of its Contract.
2. **Compliance Requests for Information; Non-Receipt of Compliance Information**
 - a. The EDDC may request information to assist with producing compliance reviews/reports. Requests for information must be properly titled, sufficiently detailed, printed on letterhead or via internal email (including staff name and contact information), and must have a date for response within five (5) business days or less as determined by compliance staff.
 - b. After efforts to ascertain the information have been exhausted and the information requested has not been provided, the compliance process will proceed with the information on hand. Mention will be made of any missing information, in official correspondence, and the status of the request(s).



STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: Yes No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual

Partnership

Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____
(Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR SIGNATURE

(Signature)
S/M/WBE Subcontractor

Title

(Print)
Name of S/M/WBE Subcontractor

Date



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

ONLY APPLICABLE TO GROUPS B, C and D.

A prospective Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit **Document 00471 – Bidder/Proposer Assurance Statement** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to meet the M/WBE subcontracting requirements indicated in the solicitation.

COMPANY: _____

NAME OF PRIME BIDDER/PROPOSER _____

The above-named company commits to the meeting or exceeding the following percentage of M/WBE participation during the life of the contract. This participation percentage proposed is cumulative of all projects awarded under solicitation # _____.

Note: M/WBE Prime, who is self-performing, must perform a minimum of 15% of the Work with its own labor force pursuant to Document 00425 – Certificate of Intent as stated in the solicitation.

Failure of a bidder/proposer to commit and submit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-responsive to the M/WBE requirements per Policy 3330.

(Signature and Date)

(Title)

This formal agreement is conditioned upon the Bidder/Proposer executing a contract with SBBC.

Economic Development & Diversity Compliance Department

7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 ▪ (754) 321-0505 www.BrowardSchools.com/SDOP

The School Board of Broward County, Florida
Economic Development & Diversity Compliance Department
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Prime/Subcontractor Contract Terms & Conditions

General:

The Economic Development & Diversity Compliance Department (EDDC) primary focus is to spur economic development and support the emerging, small, minority, and women-owned business enterprises (E/S/M/WBE) to expand in the tri-county marketplace successfully. EDDC manages the SBBC's Supplier Diversity Outreach Program (SDOP) to assist the E/S/M/WBEs to participate in school district procurement and contract activities.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services and any resulting contract documents, including change orders and amendments.

In keeping with the objective of Policy 3330 and Chapters 9 and 13 of the Standard Operating Procedures, SBBC requires the terms and conditions that are included in the Prime Contractor or Prime Consultant or Prime Vendor's (prime) Agreement between the prime and SBBC be extended in similar or equal capacity in the contracts between the prime and all lower tier subcontractors.

- Modification of subcontractor's scope shall require written agreement by both the Prime and all lower tier subcontractors and Sub-Suppliers.
- Subcontractor contracts shall include a schedule displaying the anticipated duration of each activity to be performed by the subcontractor.
- **Invoice and Payment**
 - Prime shall submit an invoice to the Owner no less frequently than once per month.
 - Invoices submitted by the prime shall include all unpaid line items from subcontractor invoices that are not in dispute.
 - The prime shall raise any dispute of subcontractor invoice within five (5) business days after receipt to Owner; otherwise, the invoice shall be deemed approved as-is. The SBBC shall be notified of any dispute before withholding payment.
 - The prime shall deliver payment to subcontractor within five (5) business days after receiving payment from the Owner.
- **Retainage**
 - All retainage of subcontractor fees shall be released no later than three (3) months after (i) work completed and (ii) final invoice submitted by subcontractor unless there is an open dispute related to work covered by retainage.
 - Retainage amount shall be reduced by half after the subcontractor's work is certified as reaching fifty percent (50%) completion.
- The prime shall identify any back-charges to be applied to subcontractor in writing within three (3) business days of occurrence. Associated costs must be calculated within thirty (30) calendar days after the original notice.
- The subcontractor shall be given at least ten (10) calendar days to cure defaults after receiving written notice outlining default in reasonable detail. EDDC shall be copied on the notification to the subcontractor.
- Notices of Delay

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Prime/Subcontractor Contract Terms & Conditions

- The subcontractor shall have the right to deliver a Notice of Delay to the prime in the event of a delay due to no fault of subcontractor that extends beyond two (2) business days.
- The prime shall communicate Notice of Delays to the Owner no later than five (5) business days after receipt from subcontractor.
- **Insurance Provisions**
 - Insurance limits required of the subcontractor shall be no greater than those required by the prime.
 - The length of coverage required of the subcontractor shall be no greater than required by the prime.
 - There shall be no requirement for subcontractor's liability policy to be "noncontributory."
 - Subcontract shall not be required to name the prime as a "loss payee."
- **Change Orders**
 - The subcontractor shall be given at least seven (7) business days to generate final pricing after receiving change order details in writing.

The subcontractor shall not be required to perform work outside of contractually agreed scope until Change Order is mutually agreed to in writing. A copy of the agreed Change Order shall be sent to EDDC within three (3) business days of execution by both parties and before the subcontractor executes any new work. Failure to comply with this requirement will subject the prime to liability for the cost of the subcontractor's services/expenses.

- **Termination, Substitution, Addition or Reduction of Scope**
 - The prime shall not terminate, substitute, replace, reduce the scope of work or otherwise remove an E/S/M/WBE without good cause and EDDC's prior written approval. This includes any instance where the prime seeks to perform work originally designated for an E/S/M/WBE with its own work force; affiliates work force, a non-E/S/M/WBE, or another E/S/M/WBE. E/S/M/WBEs listed on the prime's Schedule of Participation shall be used on the contract as proposed except for good cause.
 - SBBC **considers for a good cause** to be:
 - 1) The E/S/M/WBE fails/refuses to execute a written contract, or
 - 2) The E/S/M/WBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided the prime has not acted in bad faith or a discriminatory manner that prevented such non-performance, or
 - 3) The E/S/M/WBE fails or refuses to meet the prime's reasonable nondiscriminatory bond requirements, or
 - 4) The E/S/M/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness, or
 - 5) The E/S/M/WBE is ineligible to work on public SBBC/public works projects because of debarment or suspension proceedings under local or state law, or
 - 6) The E/S/M/WBE voluntarily withdraws from the project and provides SBBC written notice of its withdrawal and the prime is without fault, or
 - 7) SBBC has determined that the E/S/M/WBE is not a responsible contractor, or
 - 8) The listed E/S/M/WBE is ineligible to receive E/S/M/WBE participation credit for the type of work required, or
 - 9) The E/S/M/WBE owner dies or becomes disabled with the result that the listed E/S/M/WBE is unable to complete its work on the contract, or
 - 10) Other documented good cause SBBC determines compels the termination, removal, replacement, substitution, or reduction in the scope of work of the E/S/M/WBE. Provided that good cause does not exist if the prime seeks to terminate, remove, replace or substitute an E/S/M/WBE it relied upon to obtain the contract so that the prime can self-perform the work for which the

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Prime/Subcontractor Contract Terms & Conditions

E/S/M/WBE sub-contractor and/or sub-supplier was engaged or so that the prime can substitute another E/S/M/WBE contractor after contract award.

- 11) Before requesting EDDC approval to terminate, remove, replace or substitute a E/S/M/WBE, the prime must give written notice to the E/S/M/WBE with a copy to EDDC of its intention and the reason for the request.
 - 12) The prime must give the E/S/M/WBE five (5) business days to respond to the notice and advise the prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why SBBC should not approve the prime's request. If public necessity requires (i.e. safety), SBBC will approve a shorter period than the five (5) business days.
- **Duty to Cooperate**
 - The prime and all subcontractors and sub-suppliers must cooperate with any audit or review by the SBBC or its designee.



SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION

Contract #:				Project Start Date:		
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:		Email Address:		Phone #:		

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/ Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:					\$	

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature

Name & Title (Print)

Date



**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**

DATE:

CONTACT INFORMATION

Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION

The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

The following actions outline evidence of the minimum good faith effort to meet the SDOP S/M/WBE subcontracting goal and describe the criteria to quantify good faith efforts.

SECTION A – Advertising Effort

5 points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Advertise opportunities for SBBC-certified S/M/WBEs a minimum of three (3) times in print and/or digital media outlets at least two (2) weeks prior to the bid opening.

Publish these opportunities in the general circulation media, minority-focused media, trade association publications, or trade-related publications, unless SBBC waives this requirement due to time constraints.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Attach copy of advertisements (i.e. newspaper Tear Sheet) with the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited.



SECTION B – Outreach to Identify S/M/WBE Firms

15 points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Identify the scope of work required

Seek relevant companies to perform the specified work

Contact S/M/WBEs by utilizing the SDOP approved online database of certified firms

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Attach dated documentation of all correspondence to target S/M/WBE Certified firms listed on
www.BrowardSchools.com/sdop

Include in dated documentation the business name, telephone number, fax number, email address, and type of work solicited to perform

SECTION C – Pre-Bid Meeting Attendance

5 points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Attend pre-bid meeting to comply with the good faith effort requirement. Attendance is mandatory.

Note: If a pre-bid meeting is not offered, five (5) points will be deducted from the seventy (70) point minimum score.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Signature on SBBC's pre-bid meeting sign-in sheet to document the proposer's presence.



SECTION D – Timely Written Notification Effort

20 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Solicit, in writing, relevant S/M/WBE subcontractors for bids and material quotes.

Solicit relevant S/M/WBEs, in a timely manner, to result in meeting the goal.

Note: Relevant S/M/WBEs are firms that could feasibly provide services or supplies required to complete the scope of services provided in the bid document.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Attach dated written correspondence with the subcontractor's name, address, and contact person.

Correspondence must be transmitted at least ten (10) business days prior to the bid due date.

Correspondence must include verification of transmission date. Such verification may include emails, or copies of certified mail return receipts.

SECTION E – Initial Contact Follow-up

15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Follow-up with S/M/WBEs, in writing, on initial outreach prior to the bid opening to determine with certainty their interest in performing the specific scope of work on the project.

Follow-up contact must be made in a timely manner to allow the prospective S/M/WBE subcontractor an opportunity to submit a competitive sub-bid.

Follow-up correspondence date should differ from original outreach to verify the additional effort expended to secure bidders.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

List of subcontractors contacted for follow-up

Results of follow-up effort, documented by a telephone log, e-mail printout, copies of certified mail return receipts, or fax transmittal documents

Follow-up record should include the S/M/WBEs name, telephone number, person contacted, date(s) of contact, and the result.



SECTION F – Identify Items of Work

15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Identify specific items of the work to be performed by subcontractors.

Offer S/M/WBEs portions of the work or other assistance that could reasonably be expected to produce a level of S/M/WBE participation to meet the goals

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Include list utilized to define the specific items of work solicited, including the identification process to solicit S/M/WBE firms

List of specific items of work must meet goal-setting requirements

SECTION G – Negotiate in Good Faith

15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Negotiate in good faith with the S/M/WBE

Note: Proposals, bids, or quotes prepared by S/M/WBE firms may not be unjustifiably rejected.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Submit written statements of the subcontractors contacted to negotiate price or services

Include name, address, and telephone number of each subcontractor contacted for negotiation

Include documentation of quotes and/or proposals received from S/M/WBEs and date of negotiations



SECTION H – Bonding Requirements Effort

5 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Waive or reduce bonding requirements for subcontractors.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Include copy of commitment to waive or reduce bonding requirements for S/M/WBEs.

SECTION I – Assist in Financing, Bonding, and Insurance Effort

5 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Advise and make efforts to assist interested S/M/WBEs in obtaining bonds, lines of credit, or insurance that SBBC requires.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Include written statements of the type of assistance offered to S/M/WBEs, including the name, contact person, and telephone number of the bonding company or financial institution offering assistance.

Respondents will be considered non-responsive upon denial of the S/M/WBE Participation Good Faith Effort Form and Subcontractor Utilization Plan. For more information, please contact the SDOP Office at (754) 321-0505.

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Signature:

Print Name/Title:

SDOP Office

Approved

Denied

TOTAL SCORE:

____/100



S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION

Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period:	S/M/WBE Contract Goal:	Contract Completion Date:
	_____ to _____		
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All S/M/WBE Subcontractors					\$	\$		\$

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature)	Prime Contractor Authorized Personnel (Print)	Title	Date



FORM INSTRUCTIONS:

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the District contract number and work order number
3. **Report Number:** Enter the S/M/WBE Monthly Subcontractor Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 10/01/2016: 9/30/2018)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the S/M/WBE Subcontractor(s)
16. **Business Name:** Enter the complete legal business name of the S/M/WBE Subcontractor(s)
17. **S/M/WBE Certified by BCPS (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified by BCPS
18. **Description of Work:** Enter the type of work being performed by the S/M/WBE Subcontractors(s)
(i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the S/M/WBE Subcontractors(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the S/M/WBE Subcontractor(s) during the reporting period.
21. **Invoice Number:** Enter the S/M/WBE Subcontractor's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the S/M/WBE Subcontractor(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
27. **Title:** Enter the title of authorized employee completing the S/M/WBE Subcontractor Utilization Report.
28. **Date:** Enter the date of submission of the S/M/WBE Subcontractor Utilization Report to the District.



**POST-AWARD VENDOR
SUBCONTRACTING WAIVER REQUEST**
DATE: **FORM**

CONTRACT & CONTACT INFORMATION			
Contract Title:			
Contract #:		Prime Contractor:	
Contact Person:			
Contact Phone #:		Contact Email:	
<p>The purpose of this waiver is to address the good faith efforts made in meeting the required subcontracting goal(s) for this project. The Prime contractor should submit a change to the Utilization Plan (if not already submitted) with this waiver request.</p>			
RATIONALE FOR WAIVER			
1a.) Select the statement below that best explains why the subcontracting goal(s) applied were not met:			
<input type="checkbox"/>	The School Board issued a change order that limited subcontracting opportunities or required expedited completion of the scope of work causing the subcontracting goal(s) to not be met		
<input type="checkbox"/>	The School Board issued a Change Order which required expedited completion of the scope of work and an S/M/WBE was not able to be identified through Good Faith Effort		
<input type="checkbox"/>	The S/M/WBE that was to be utilized lost certification and could not be replaced with another S/M/WBE who could perform the scope of work		
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met		
1b.) In the box below, please provide further details for the statement selected above.			



2.) List and explain all efforts aimed at communication to potential S/M/WBE subcontractors to meet the subcontracting goal(s). Please provide documentation supporting evidence of the communications (emails, call logs, faxes, etc.) and indicate if the S/M/WBEs provided a response and/or justification for not accepting the bid.

3a.) Select the statement below that best describes the other good faith efforts made:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project |
| <input type="checkbox"/> | Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors |
| <input type="checkbox"/> | Advertised and utilized member listings from SDOP website, multiple trade organizations and Chambers of Commerce |
| <input type="checkbox"/> | Other (Specify in the box below) |
| <input type="checkbox"/> | N/A – No other good faith efforts made |

3b.) In the box below, please provide additional comments (if any) for the statement selected above.

AFFIRMATION

I certify that all information contained in this for is accurate and complete, and understand that if this request for waiver is denied and I fail to meet the requirements of the contract, my firm may be assessed a penalty and/or sanction.

Signature

Name & Title (Print)

FOR SDOP USE ONLY

(Signature) Coordinator, Supplier Diversity Outreach Program

Waiver Status: ☐ Approved
☐ Denied

(Print Name) Coordinator, Supplier Diversity Outreach Program

Date:



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00505: Notice of Intent

Date:

To: (Enter Contact Name & Title)

Company Name (Enter Company Name)

& Address: (Enter Street Address)

(Enter City, State, Zip)

Mailed:

NOTE TO CONTRACTS STAFF: PREPARE AND EXECUTE THE NOTICE OF INTENT 72 HOURS AFTER THE BID TABULATION HAS BEEN POSTED PUBLICLY AND DELETE THIS NOTE PRIOR TO DIRECTOR OF PROCUREMENT & WAREHOUSING SERVICES SIGNING.

(Note: The Procurement & Warehousing Services Department will assign one of the below recommendations reflecting the publicly posted recommendation.)

1. 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 Construction Services Minor Projects (CSMP) Work Category or Categories named below in the amount of indicated.

Or

2. Please be advised that we will recommend to The School Board of Broward County, Florida, at its meeting on _____, that all Bids be rejected.

Bid No: **Enter Bid Number**
Bid Title: **Construction Services Minor Projects (CSMP)**
Location No: **Various**
Facility Name: **Various**

Work Category: **(Enter Work Category)**

Contract Amount: **(Enter Contract Amount)**

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed by your firm in quadruplicate (with submittal of four original certificates of insurance and other post-award information listed below) within ten (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, if awarded, is provided to you to facilitate and expedite the formal award and execution of your contract.

Attached to this Notice of Intent, if awarded, you will find copies of the following documents:

Number	Document Title
00520	Agreement 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
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel
00471	Bidder/Proposer Assurance Statement
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), and including listing The School Board of Broward County, Florida as additional insured.

The following documents do not need to be submitted at this time, but are required and must be executed and submitted at the time of project assignment in order to process any project assignment under your contract:

00470	S/M/WBE Statement of Intent
00475	S/M/WBE Subcontractors Participation Schedule
00480	S/M/WBE Good Faith Effort Form (If necessary)
00600	Performance Bond Form - recorded (If required)
00610	Payment Bond Form – recorded (If required)
00620	Subcontractor Performance Bonds (If required)
00625	Subcontractor Payment Bonds (If required)
00700	Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
00700	Article 26 – Workforce Composition Documentation
01320	Initial Construction Schedule including phasing and durations according to the contract requirements. <u>Shortened completion times or out of sequence schedules are unacceptable.</u>
01330	Submittal Schedule Copies of Contractor and Subcontractor Licenses

Please ensure that the corporate name appearing on each of the Agreement Form and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form 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 Procurement & Warehousing Services Department not later than ten (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 Cheryl Fields, Purchasing Agent, Procurement & Warehousing Services. If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Cheryl Fields, Purchasing Agent, at (754) 321-0555. We are looking forward to working with your Firm.

Sincerely,

Mary C. Coker
Director, Procurement & Warehousing Services

Attachments:

- ☐ Document 00520, Agreement Form (Four Copies of Signature Pages Only)
- ☐ Document 00700, General Conditions of the Contract

Copies:

- ☐ (Enter Name), Principal / Head of Facility
- ☐ Frank Girardi, Executive Director, Capital Programs
- ☐ Philip Kaufold, Director, Construction
- ☐ Shelley Meloni, Director, Pre-Construction
- ☐ (Enter Name), Project Manager
- ☐ (Enter Name), Manager, Construction
- ☐ (Enter Name), Manager, Construction Sourcing
- ☐ (Enter Name), Project Consultant
- ☐ Robert Hamberger, Chief Building Official
- ☐ Omar Shim, Director, Capital Payments
- ☐ Project File (With Original Attachments)



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00510: Notice of Award

Date:

To:

Company Name
& Address:

Mailed:

Please be informed that by action of The School Board of Broward County, Florida, at its meeting on _____, 20____, a contract has been awarded to you for the project named below in the amount of \$_____.

Bid No: **(Enter Bid Number)**
Bid Title: **Construction Services Minor Projects (CSMP)**
Project No./Name: **Various Projects**
Location No./Name: **Various Locations**

Pursuant to Document 00200, Instructions to Bidders, your firm must submit the required certificates of insurance, and other post-award information listed below **(in quadruplicate)** within ten (10) calendar days from the date of your receipt (as established by delivery receipts or registered mail) of this Notice of Award.

The following documents are required in the bidding documents and must be executed and submitted in order to process a Notice to Proceed (NTP):

Number	Document Title
00425	Certificate of Intent
00433	Subcontractor List
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel
00435	Schedule of Values
00470	S/M/WBE Statement of Intent
00475	S/M/WBE Subcontractors Participation Schedule
00480	S/M/WBE Good Faith Effort Form (If necessary)
00600	Performance Bond Form
00610	Payment Bond Form
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), and including listing The School Board of Broward County, Florida as additional insured.
00700	Article 26 – Workforce Composition Documentation
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
	Copies of Contractor and Subcontractor Licenses

Performance Bond Form and Payment Bond Form (and the Power of Attorney documents attached to these bonds) provided in these bid documents are to be executed by your surety for each project when required. Please ensure that the corporate name appearing on each of the 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 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 Procurement & Warehousing Services Department not later than ten (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:

**Cheryl Fields, Purchasing Agent
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351**

If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Cheryl Fields at (754) 321-0505. We are looking forward to working with your firm towards a successful and rewarding project.

Sincerely,

Mary C. Coker
Director, Procurement & Warehousing Services Department

NOTE TO PROCUREMENT STAFF: RETURN BID SECURITY TO ALL UNSUCCESSFUL BIDDERS AND DELETE THIS NOTE PRIOR TO THE DIRECTOR, PROCUREMENT & WAREHOUSING SERVICES SIGNING.

Copies:

- ☐ (Enter Name), Principal / Head of Facility
- ☐ Frank Girardi, Executive Director, Capital Programs
- ☐ Philip Kaufold, Director, Construction
- ☐ Shelley Meloni, Director, Pre-Construction
- ☐ (Enter Name), Project Manager
- ☐ (Enter Name), Manager, Construction
- ☐ (Enter Name), Construction Manager
- ☐ (Enter Name), Project Consultant
- ☐ (Enter Name), Surety (if applicable)
- ☐ Robert Hamberger, Chief Building Official
- ☐ Omar Shim, Director, Capital Payments
- ☐ Project File (With Original Attachments)



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00520: Agreement Form

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made and entered into this ____ day of _____ in the year two thousand and eleven by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

CONTRACTOR NAME

Address

FEIN#

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capitol Programs** - An employee of Owner who has the authority and

responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

- 1.03 **Owner's Representatives** - The Executive Director or designee.
- 1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.05 **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 pursuant to the terms of this contract or Agreement.
- 1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.
- 1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.
- 1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.
- 1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.
- 1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.
- 1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.
- 1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs,

record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

- 1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, 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 of the Work performed by the Contractor 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. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.
- 1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.
- 1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.
- 1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.
- 1.21 **Scope of 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 its obligations. The Work may constitute the whole or a part of the Project or Services.
- 1.22 **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 or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.
- 1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

- 1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Manager, Construction.
- 1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.
- 1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.
- 1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.
- 1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.
- 1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.⁴
- 1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

- 2.01 Representations:
- 2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.
- 2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.
- 2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and

Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

- 2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

- 3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.
- 3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.
- 3.03 **Project Management:**
- 3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.
- 3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

- 4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Category	Item No. X		Item No. X	
(Category)	Single Fixed Multiplier	(X.XX)	Single Fixed Multiplier	(X.XX)
	Contract Amount	\$	Contract Amount	\$

	Renewable Amount	\$	Renewable Amount	\$
(Category)	Single Fixed Multiplier	(X.XX)	Single Fixed Multiplier	(X.XX)
	Contract Amount	\$	Contract Amount	\$
	Renewable Amount	\$	Renewable Amount	\$

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, builder's risk insurance, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software, use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

- 4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:
- a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.
 - b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
 - c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.
 - d. Tools and equipment with an individual cost of \$500 or less.
 - e. Cell phone charges in excess of \$100 per authorized employee as approved by the Owner.
 - f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.
 - g. Overtime charges not previously authorized in writing by the Owner.
 - h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

- 5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.
- 5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

- 5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.
- 5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

- 6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**
- 6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.
- 6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

- 7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.
- 7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.
- 7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.
- 7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.
- 7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.
- 7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified

invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

- 9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. 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.
- 9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars (\$200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars (\$200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.
- 9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.
- 9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.
- 9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall be not than \$2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard

and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.

- 9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.
- 9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 - 3) Contractual liability is included in the General Liability policy.
 - 4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
 - 5) Please include the Project Number and Project Name on the Certificate of Insurance.
- 9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.
- 9.02.09 Contractor and Surety shall have a continuing obligation to ensure all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations; including punch list and warranty requirements are completed or expire.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Performance:

- 10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said

approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 Term of Agreement:

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for one additional one-year period and/or the amounts designated for extension in Article 4.01, Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a \$1,000,000 FLCC unless the project costs exceed \$1,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01, Table A.

10.03 Time for Performance:

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed issued by the Executive Director or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 Time Extensions:

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 Termination of Agreement:

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary

thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 Termination for Convenience:

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 Contractor's Accounting Records and Right to Audit Provisions:

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports,

drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

- 10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.
- 10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- 10.07.04 Contractor shall require all Sub-Contractors and insurance agents, 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 costs from amounts payable to the Contractor pursuant to this Agreement.
- 10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of

its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 Contract Documents:

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 Electronic Media:

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 Attachments and References:

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 Extent of Agreement:

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 Strict Performance:

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 Prompt and Satisfactory Correction:

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 Successors and Assigns:

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 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 Construction Manager, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	The School Board of Broward County, Florida	[INSERT ADDRESS]
With Copy To:	The School Board of Broward County, Florida	[INSERT ADDRESS]
Contractor:		
Surety:		

Surety's Agent:

Project Consultant: To be assigned per project

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 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, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

- 18.02 Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 18.03 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder.
- 18.04 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 18.05 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
- 18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Programs Control Support. Additional training may be provided based on availability.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, _____, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____,
_____, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

[Insert Contractor's Legal Name]

ATTEST:

_____, Secretary

By _____
_____, President

-or-

Witness

Witness

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 201__ 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:

Signature, Notary Public

Printed Name of Notary
(SEAL)

Notary's Commission No.

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: _____

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

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.

END OF DOCUMENT



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00545: NOTICE: Be Ready to Proceed

Date:

To:

Building Permit No.:

**Company
Name &
Address:**

Certified Mail RRR No.:

This document constitutes your Notice: Be Ready to Proceed with the following Contract:

Project No.:
Location No.:
Project Title:
Facility Name:

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

You are instructed to be ready to perform the obligations of the Contract on that date, with:

- ☐ A required performance period of ____ consecutive calendar days.
- ☐ Have all your permits and Bonds ready to commence work upon approval of the requirements of the contract.

A Pre-Construction Conference is scheduled for:

Time:
Date:
Place:

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 be Ready follow below:

Item Instruction

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

Your surety is being advised of this Notice: Be Ready to Proceed by copy of this document and its attachments. Your Bid Security is returned as an attachment to this Notice: Be Ready to Proceed.

If you have any questions concerning this Be Ready 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,

NAME
Director, Procurement & Warehousing Services

Attachments:

- ☐ Document 00520 Agreement Form
- ☐ Document 00600 Performance Bond
- ☐ Document 00610 Payment Bond
- ☐ Bid Security Check or Bid Security Form

Copies:

- ☐ , Principal
- ☐ NAME, Executive Director, Capital Programs (With copy of Performance & Payment Bonds)
- ☐ NAME, Director, Facility Planning and Real Estate
- ☐ NAME, Director, Construction
- ☐ NAME, Chief Building Official
- ☐ NAME, Director, Pre-Construction
- ☐ NAME, Director, Procurement & Warehousing Services
- ☐ NAME, Manager, Construction (With Copy of Attachments)
- ☐ NAME, Project Manager (With Copy of Attachments)
- ☐ NAME, Director, Capital Planning
- ☐ NAME, Director, Risk Management
- ☐ NAME, Capital Payments Review Supervisor
- ☐ , Project Consultant (With Copy of Attachments)
- ☐ , Surety
- ☐ Project File (With Original Attachments)
- ☐ Contract Set (With Original Attachments)
- ☐ File



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00550: Notice to Proceed (Construction - CSMP)

Date:

PO No.: _____

To:

Building Permit No.:

Company Name:

Mailed:

Address:

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

Bid No. - Project No.: -
Location No.:
Project Title:
Facility Name:

You are hereby notified that the Contract Times for Construction 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 Substantial Completion Date of _____ followed by no more than _____ **consecutive calendar** days to Final Completion.
- ☐ A required Substantial Completion of _____ **consecutive calendar** days followed by no more than _____ **consecutive calendar** days to Final Completion.
- ☐ As otherwise delineated in the Agreement Form to which you were signatory.

A Pre-Construction Conference is scheduled for:

Date:

Time:

Place:

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 are listed below:

Item Instruction

1. The scope of the required services is specified on the Project Estimate Order with a Contract Sum for this project: \$
2. Work Category for Bid No.:
3. Project Manager:
4. This document is part of the Construction Services Minor Projects Agreement.
- 5.

5. Approvals, as follows:

Director of Risk Management: _____ (Print Name)

(Signature) Date: _____

Executive Director, Capital Programs: _____ (Print Name)

(Signature) Date: _____

Your surety is being advised of this Notice to Proceed by copy of this document and its attachments (if applicable). If you have any questions concerning this Notice to Proceed, contact the **Project Manager** at (_____) _____-_____.

Sincerely,

Director, Procurement & Warehousing Services Department

Attachments:

- ☒ Contractor's Proposal with Approved Schedule of Values & Construction Schedule
- ☒ Document 00800a – Estimating Order
- ☒ Document 00800b – Estimating Recap
- ☒ Risk Management Approval and Certificate of Insurance
- ☒ M/WBE Documents (either 00470 & 00475 OR Supplier Diversity Waiver (with 00480 if applicable))
- ☒ Contractor Pre-Qualification Certificate
- ☐ Original Recorded Document 00600 Performance Bond (If Applicable - Required if amount is for \$200,000 or more)
- ☐ Original Recorded Document 00610 Payment Bond (If Applicable - Required if amount is for \$200,000 or more)
- ☐ Building Permit (If Applicable)

Copies:

- ☒ _____, School Principal / Head of Location
- ☒ _____, Executive Director, Capital Programs (With Copy of Performance and Payment Bonds-If Applicable)
- ☒ _____, Director, Facility Planning and Real Estate
- ☒ _____, Chief Building Official
- ☒ _____, Director, Pre-Construction
- ☒ _____, Director, Construction
- ☒ _____, Manager, Construction (BCPS) (With Copy of Attachments)
- ☒ _____, Project Manager (With Copy of Attachments)
- ☒ _____, Director, Capital Planning
- ☒ _____, Capital Payments Review Supervisor
- ☒ _____, Director, Risk Management
- ☐ _____, Surety (with Copy of Attachments) (If Applicable - Required if amount is for \$200,000 or more)
- ☐ _____, Project Consultant (If Applicable)
- ☒ _____, Director, Procurement & Warehousing Services
- ☒ Project File (With Original Attachments)
- ☒ Contract Set (With Original Attachments)
- ☒ Files



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, FL 33323

(754) 321-1500

Document 00600: Performance Bond Form

Bid No. / Name: Construction Services Minor Projects

Project No.:

Location No.:

Project Title:

Facility Name:

Facility Address:

Description of Project: (Insert Description)

KNOW ALL PERSONS BY THESE PRESENTS, that

Address
Phone

As Principal, and

Address
Phone

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 United 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:

(Project Consultant Name)

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 their 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 that are imposed by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or their 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. 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; such liquidated damages as the contract may provide; additional legal, design professional and delay costs resulting from the Principal's default and/or 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.

Principal 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. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Principal. 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 instituted within five (5) years from the date the cause of action accrued or as provided by Florida Law, whichever is greater.

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 _____, _____.

Principal:

By: (Signature) _____

SEAL

Surety:

By: (Signature) _____

SEAL

Address: _____

NOTE: PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00610: Payment Bond Form

Bid No./Bid Name: Construction Services Minor Projects
Project No.:
Location No.:
Project Title:
Facility Name:
Facility Address:

Description of Project: (Insert Description)

BY THIS BOND, pursuant to Section 255.05, Florida Statutes,

We, _____, as Principal, located at

<address>

<phone>

and _____, a corporation, as Surety, located at

<address>

<phone>

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 claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, services and/or 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, at the times and in the manner prescribed in the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract referred to in paragraph 1 of this bond;

Then this bond is void; otherwise, it remains in full force and effect.

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

Claimants to this bond must adhere to the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Dated on:	Principal:
_____ , _____	_____
	By (Signature)

	SEAL
	Surety:

	By: (Signature)

	As Attorney in Fact
	SEAL

NOTE; THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department**

7720 W. Oakland Park Blvd., Suite 323

Sunrise, Florida 33351

(754) 321-0505

Document 00620: Subcontractor's Performance Bond

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Bid No.:

Bid Name: Construction Services Minor Projects

Project Title:

Project No.:

Location No.:

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., **20**____.

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 there for to the Contractor; or

- b. Deny liability in whole or in part and notify the Contractor citing reasons there for.
- 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 the time provided by Florida Law after Subcontractor Default or within five years after the Subcontractor ceased working or within five 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 Subcontractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

DUAL OBLIGEE

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

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:

Subcontractor (Principal) (Seal)

Surety (Seal)



Document 00625: SUBCONTRACTOR'S PAYMENT BOND

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Bid No.:

Bid Name: Construction Services Minor Projects

Project Title: _____

Project No. &

Location No.:

Date: _____

Amount: _____

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., **20**____.

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 Subcontractor, 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 in 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. faxed 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 sub Subcontractor 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 sub Subcontractors, 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.

DUAL OBLIGEE

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

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:

Subcontractor (Principal) (Seal)

Surety (Seal)



Document 00630: Performance Bond Rider

Bid No./Name: Construction Services Minor Projects
Project Title:
Project No.:
Location No.:
Facility Name:
Facility Address:

Description of Modification (s) to the Contract:

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____

(Contractors Name)

_____, as Principal, located at _____ and _____
<address> <phone>

and _____, a corporation, as Surety, located at _____
<address>

and _____ are bound to The School Board of Broward County, Florida,
<phone>

herein called "Owner", by Bond Number: _____, dated ____ of _____,

in the sum of \$ _____, in favor of **The School Board of Broward County, Florida**
(Bond Amount)

hereby agree to amend the bond as follows:

- Increase or Decrease the bond amount from: \$ _____ to
the \$ _____; (Original Amount)
(Final Amount)

Such change to be effective the _____ day of _____; provided,
however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as
hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of
_____, Contract Amount and/or Partial GMP date of
_____.



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00630: Performance Bond Rider

Signed, sealed and dated this _____ day of _____.

Dated on: _____,

Contractor

Principal: _____

By: _____
(Signature)

SEAL

Surety:

By: _____
(Signature)

As Attorney in Fact , Florida Licensed
Resident Agent SEAL

NOTE: THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00635: Payment Bond Rider

Bid No. / Name: Construction Services Minor Projects
Project Title:
Project No:
Location No.:
Facility Name:
Facility Address:

Description of Modification (s) to the Contract:

BE KNOW ALL PERSONS BY THESE PRESENTS, THAT _____
(Contractors Name)

_____, as Principal, located at _____ and _____
<address> <phone>

and _____, a corporation, as Surety, located at _____
<address>

and _____ are bound to The School Board of Broward County, Florida,
<phone>

herein called "Owner", by Bond Number: _____, dated ____ of _____,

in the sum of \$ _____, in favor of **The School Board of Broward County, Florida**
(Bond Amount)

hereby agree to amend the bond as follows:

- Increase or Decrease the bond amount from: \$ _____ to
the \$ _____; (Original Amount)
(Final Amount)

Such change to be effective the _____ day of _____; provided,
however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as
hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of
_____, Contract Amount and/or Partial GMP date of
_____.



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00635: Payment Bond Rider

Signed, sealed and dated this _____ day of _____.

Dated on:

_____,

Contractor

Principal:

By: _____
(Signature)

SEAL

Surety:

By: _____
(Signature)

As Attorney in Fact , Florida Licensed
Resident Agent SEAL

NOTE: THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



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:

(Insert Project Number) – (Insert Project Name)

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:

(Insert Address)
_____ and legally described as:

(Insert Building or Premises Situation).

(Property description includes name of site).

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 _____ , 20 ____ .

IN WITNESS WHEREOF,

_____ has hereunto set its hand and seal

on this _____ day of _____ , 20 ____ .

(Corporate Seal)

Attest:

By: _____

(Seal)

(Secretary)

Notarization

State of: _____)

County of: _____)

Sworn to (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this ____ day of _____ , ____ (year), 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: _____



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00700: General Conditions Of The Contract

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(Remainder of page intentionally left blank)

General Conditions of the Contract

ARTICLE 1. DEFINITIONS

- 1.01 **Executive Director, Capital Programs:** 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 **Executive Director**.
- 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.
- 1.04 **Owner:** The School Board of Broward County, Florida, (also referred to as the "Board").
- 1.05 **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.
- 1.06 **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.
- 1.07 **The Office of Facilities & Construction ("Office"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf.
- 1.08 **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.
- 1.09 **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."

- 1.10 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.
- 1.11 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.
- 1.12 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.13 **Building Code Inspector and Plans Examiners:** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida statutes 468, 633 and 553 to provide plan review and inspections for code compliance..
- 1.14 **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.
- 1.15 **Owner's Representative:** The Executive Director.
- 1.16 **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.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.

- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.26 **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.
- 1.27 **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.
- 1.28 **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.
 - 2.03.08 It is capable of providing appropriate schedules and determining design and construction sequences, means and methods and/or the like, to complete the project in accordance with the requirements of the Contract Documents.
- 2.04 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

- a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.
- b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
- c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.
- d. Tools and equipment with an individual cost of \$500 or less.
- e. Cell phone charges in excess of \$100 per authorized employee as approved by the Owner.
- f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.
- g. Overtime charges not previously authorized in writing by the Owner.
- h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

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 their 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 Applications 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. Said Application for Payment will include partial waivers of lien signed by subcontractors. Therein, the Contractor may request payment for that part of the Contract Price allocable to Contract requirements properly provided, labor, material and equipment properly incorporated in the Project. The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in the Contract Documents, applicable Florida law, and the Florida Prompt Payment Act as set forth in Chapter 218. Financial Matters Pertaining to Political Subdivisions, under Title XIV- Taxation And Finance of The Florida Statutes, as amended if any, to wit: 218.735 Timely payment for purchases of construction services. . Upon 50% completion of the project, 5% of this retainage should be released by the Owner in accordance with Florida Statute 255.078.

- 9.02.03 (Reserved)
- 9.02.04 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.
- 9.02.05 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.
- 9.02.06 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.
- 9.02.07 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.
- 9.02.08 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.
- 9.02.09 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 many, but not all county, district, municipal or local building codes and ordinances; therefore, all applicable building and other permits will be required. All required permits, bonds and/or other fees required for Work to be performed, including but not limited to Work in public rights-of-way 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.
- 16.01.01 Contractor shall provide to Owner a written notice of all potential subcontractor(s) prior to executing subcontracts. Owner reserves the right to reject any potential subcontractor(s), and prior written Owner approval is required before Contractor enters into any subcontract agreements for this project. Contractor is not authorized to enter into any subcontracts without prior written Owner approval.
- 16.01.02 Related Party Transactions: the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common the Ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this agreement. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of this agreement.
- 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 their liabilities and obligations to the Owner under their 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 Shell and Concrete

- 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 S/M/WBE Subcontractors participating in the Owner's 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 their 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 agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Contractor agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Contractor pursuant to Article 38 of the General Conditions and the laws of Florida.

21.02.02 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.

21.02.03 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.04 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 Project 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 their 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.

24.04 The Owner may structure contracts to avoid sales tax on public works project materials by purchasing those materials directly from the supplier rather than having the contractor make those purchases. A direct purchase program avoids the sales tax on materials incorporated into a public project. Section 212.08(6), F.S., contains the following basic requirements to qualify for the direct purchase program:

24.04.01 The Owner will issue its own purchase order directly to the suppliers.

24.04.02 The Owner will provide the supplier with a copy of the Owner's sales tax exemption certificate.

24.04.03 The supplier's invoices will be addressed to the Owner, not the contractor.

24.04.04 Payments will be made by the Owner directly to the supplier.

24.04.05 The Owner will take title of the building materials and equipment directly from the supplier upon delivery rather than from the contractor after the project is completed.

24.04.06 The Owner rather than the contractor will bear the risk of loss of the materials as established through contract provisions concerning casualty insurance.

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 their 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 Building Code Inspectors (BCI).
- 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 ten (10) 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 Project Construction Manager, BCI 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 their 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 terms and conditions of this Agreement.

1. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Contractor, Prime Contractors, Trade Contractors or Subcontractors (Subcontractor), and all other lower tier Contractors (Sub-Subcontractors) working on the Project. In the event of a conflict between the language in this Article and the other contract documents used for the project, the change order pricing and contract provisions in this Article shall govern.
2. The Contractor agrees that it will incorporate the provisions of this Article into all agreements with lower tier Contractors, Subcontractors, etc. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), unit price contracts, and/or cost plus contracts with or without a guaranteed maximum. It is further understood that these change order provisions will apply to all methods of change order pricing, specifically including lump sum change order proposals, unit price change order proposals, and cost plus change order proposals.
3. The term change order shall include Extra Work and Claims unless specifically excluded or further described.
4. Whenever change order proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor in accordance with the pricing provisions found in this Article. The options will be (1) lump sum change order proposal, (2) unit price change order proposal, or (3) cost plus change order proposal as defined in the following provisions:

- a. **Lump Sum Change Order Proposals** - The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment in a detailed format *satisfactory* to Owner. The Owner will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item by drawing as applicable).

Labor: Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the Contractor for those workers or crews of workers who the Contractor reasonably anticipates will perform the change order work. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen,

superintendent, construction manager, etc.) is considered to be included in the agreed upon Markup Percentages as outlined in paragraph 6 of this Article.

Labor Burden - Labor burden allowable in change orders shall be defined as employer's net *actual* cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employers for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce its standard payroll tax percentages to reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

Material: Estimated material change order costs shall reflect the Contractors reasonably anticipated net actual cost for the *purchase* of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to trade discounts, free material credits, and/or volume rebates. Cash discounts available on material purchased for change order work shall be credited to Owner if the Contractors provided Owner funds in time for Contractor to take advantage of any such cash discounts. Price quotations from material suppliers must be itemized by each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

Equipment: Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$1000). For Contractor or subcontractor owned equipment, the "bare" equipment rental rates allowed *to be used* for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 173 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor or subcontractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in any change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

- b. **Unit Price Change Order Proposals** - As an alternative to Lump Sum Change Order Proposals, the Owner or the Contractor acting with the approval of the Owner may choose the option to use Contract Unit Prices. The Contractor will submit within seven (7) days after receipt of the Owner's written request for a Unit Price Proposal, a written Unit Price proposal itemizing the quantities of each item of work for which there is an applicable Contract Unit Price. The quantities must be itemized in relation to each specific contract drawing.

Contract Unit Prices will be applied to net differences of quantities of the same item. Such Contract Unit Prices will be considered to cover all direct and indirect costs of furnishing and installing the item including the subcontractor's Markup Percentage Fee.

- c. **Cost Plus Change Order Proposals** - As an alternative to either Lump Sum Change Order Proposals or Unit Price Change Order Proposals, the Owner may elect to have any extra work performed on a cost plus markup percentage fee basis. Upon written notice to proceed, the Contractor shall perform such authorized extra work at actual cost for direct labor (journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendence of any nature whatsoever, including the cost or rental of small tools, minor equipment, or plant (fabrication), plus the approved markup percentage fee. The intent of this clause is to define allowable cost plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Proposals as above. Owner and Contractor may agree in advance in writing on a maximum price for this work and Owner shall not be liable for any charge in excess of the maximum. Daily time sheets with names of all Contractor's employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor and / or contractors for time periods during which extra work is performed on a cost plus fee basis. Daily time sheets will break down the paid hours worked by the Contractor's employees showing both base contract work as well as extra work performed by each employee.
5. **Maximum Markup Percentage Allowable on Self-Performed Work:** With respect to pricing change orders to any Lump Sum Contract change order, the maximum Markup Percentage Fee to be paid to any Contractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed (the following sliding scale of percentages) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change order or extra work; (2) the net cost of material and installed equipment incorporated into the change or extra work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The following sliding scale will apply for the pricing of the self-performed work portion of each change order proposal request:
- a. 15% on the first \$25,000 of the change order direct cost of self-performed work,
 - b. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and,
 - c. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and,
 - d. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.
6. **Maximum Markup Percentages Allowable on Work Performed by Lower Tier Contractors:** With respect to pricing the portion of change order proposals involving work performed by lower tier contractors, the maximum Markup Percentage Fee allowable to the Contractor supervising the lower tier contractor's work shall not-to-exceed the following sliding scale on the aggregate amount allowed to be charged by the lower tier contractor(s) for each change order event:
- a. 8% on the first \$25,000 of approved change order work performed by all subcontractors combined for any particular change order proposal.

- b. 4% on any amount greater than \$25,000 of approved change order work performed by all the subcontractors combined for any particular change order proposal.
- 7. Sales and use tax (if applicable) shall not be subject to any Markup Percentage Fee. Any sales or use tax properly payable by the Contractors shall be added, after computing the change order amount before tax.
- 8. As a further clarification, the agreed upon Markup Percentage Fee is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the Markup Percentage Fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordination; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; shop drawings; permits; comprehensive general liability insurance; auto insurance and umbrella insurance; pick-up truck costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual value of \$1,000 or less.
- 9. The application of the markup percentages referenced in the preceding paragraphs will apply to both additive and deductive change orders. In the case of a deductive change order, after the net credit is computed by applying the sliding scale percentages as outlined, an adjustment will be made to the computed credit by multiplying the credit amount by a factor of .975 to arrive at a final credit amount to be issued to the owner. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted, and the markup percentage adjustments will be applied to the net additive or deductive amount.
- 10. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to accomplish the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
- 11. The Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor to proceed with the changed work on a cost-plus basis with an agreed upon "not-to-exceed" price for the work to be performed. Such directions to the Contractor by the Owner shall be confirmed in writing by a "Notice to Proceed on Changes" letter within seven (7) calendar days. The cost or credit, and or time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

12. In the event the Contractor has been required to furnish performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in bond premium costs associated with change orders to Contractor's base contract price. Contract adjustments related to any such increased or decreased costs of related to insurance and/or bond coverage will not be subject to any Contractor markup for overhead and profit.
 13. **Accurate Change Order Pricing Information:** Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Lump Sum Change and/or Cost Plus Change Order Proposals or other contract price adjustments under the contract. Contractor further agrees to submit change order proposals with cost and pricing data, which is accurate, complete, current and in accordance with the terms of the contract with respect to pricing of change orders.
 14. **Right to Verify Change Order Pricing Information:** Contractor agrees that any designated Owner's representative will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change proposals. Even after a Change Order Proposal has been approved, Contractor agrees that if the Owner later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders; then an appropriate contract price reduction will be made.
 15. **Requirements for Detailed Change Order Pricing Information:** Contractor agrees to provide and require all subcontractors to provide a breakdown of allowable labor and labor burden cost information as outlined in this Article. This information will be used to evaluate the potential cost of labor and labor burden related to change order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or change order pricing labor rates. However, at the time change orders are priced, the submitted cost data for labor rates may be used to price change order work. The accuracy of any such agreed upon labor cost components used to price change orders will be subject to later audit. Approved change order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.
 16. The Contractor is required to notify the owner within seven (7) calendar days subsequent to an event that may lead to a claim by the Contractor or Subcontractor of any tier. The claim is to be perfected and the Owner provided a full accounting for all costs associated with the claim within thirty (30) calendar days, unless the Contractor requests in writing and the Owner agrees to a specific extension of this time. The reason for the extension is to be made known to the Owner in the written request. Any claims that are not promptly and accurately reported in keeping with this article will not be entertained. The Owner has the right to verify amounts claimed in the same manner as described in paragraphs 16 and 17 of this paragraph.
- 33.03 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders and provide such consent in the form of

fully executed Document 00630, Performance Bond Rider, and, Document 00635, Payment Bond Rider. The Contractor's execution of the Change Order and submission of fully executed Document 00630, Performance Bond Rider, and, Document 00635, Payment Bond Rider 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.

- 33.04 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.
- 33.05 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.
- 33.06 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 of the credit shall 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. The Contractor shall not be entitled to overhead and profit in the event the net change results in a reduction of the original contract amount.
- 33.07 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined using one of the selected pricing methods as described hereinabove.
- 33.08 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.
- 33.09 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.
- 33.10 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.

33.11 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:

1. The Executive Director is authorized to approve change orders in accordance with Board Policy 7006, Change Orders, as amended from time to time.
2. 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.
3. 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.

34.02 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.

34.03 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.

34.04 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.

34.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

34.05.01 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.

- 34.05.02 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 their 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. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, 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

General Insurance Requirements:

- 42.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. 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.
- 42.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars (\$200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars (\$200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F.S., as amended.
- 42.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.
- 42.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 42.05 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by Owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.
- 42.06 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.
- 42.07 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor of full responsibility to provide the insurance as required by this contract.
- 42.08 **Insurance Provider and Surety:** In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

- 42.09 Contractor and Surety shall have a continuing obligation to ensure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations; including punch list and warranty requirements are completed or expire.

Insurance Required:

- 42.10 **Commercial General Liability Insurance:** The Contractor shall maintain comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. The Owner, its members, officers, employees and agents shall be named as an Additional Insured.
- 42.11 **Owners and Contractors Protective Liability Insurance:** The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 42.12 **Automobile Liability Insurance:** The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits and we will require an affidavit signed by the Awardee indicating the following:
- _____ (Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Insured) agrees to provide proof of "Any Auto" coverage effective date of acquisition.
- 42.13 **Workers' Compensation Insurance:** The Contractor shall maintain Workers' Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 42.14 **Builders' Risk Insurance:** The Owner's Designated Risk Management Administrator shall review the scope of each project under this Agreement to determine whether Builders' Risk Insurance shall be required. If the Owner's Risk Management Administrator determines that Builders' Risk Insurance is required the Contractor shall carry Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, hurricane, theft, building collapse, in addition to perils identified within the extended coverage. Such coverage shall be for one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interests may appear.
- 42.15 **Insurance Warranty Period:** All Insurance policies (CGL; OCP; Auto Liability; Workers' Comp), with the exception of Builders Risk Insurance, must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (OEF 209) which has been signed by the Chief Building Official /certified inspector. Builders' Risk Insurance shall not be required after receipt of

the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

42.16 **Certificate of Insurance Requirements:** Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, c/o EXIGIS Risk Management Services, P.O. Box 4668 – ECM #35050 New York, NY 10163.

42.16.1 Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

42.16.1.1 The School Board of Broward County, Florida, its members, officers, employees and agents are included as additional insured. The endorsement # is :_____.

42.16.1.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

42.16.1.3 Contractual liability is included in the General Liability policy.

42.16.1.4 For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.

42.16.1.5 Please include the Project Number and Project Name on the Certificate of Insurance.

ARTICLE 43. BOARD PROVIDED BUILDER'S RISK INSURANCE PROGRAM

43.1 BOARD TO MAINTAIN BUILDER'S RISK INSURANCE PROGRAM: Except as otherwise provided, the Board shall maintain a builder's risk insurance policy on behalf of the Contractor and its Subcontractors, in effect at the time that Notice to Proceed is received by Contractor.

43.2 Board Builder's Risk Insurance Program for the Contractors and its Subcontractors will be limited to Covered Loss resulting from damage or destruction of property while such property is at the construction jobsite of the Project as described in this Contract.

43.3 NO COVERAGE ON CONTRACTOR'S TOOLS OR EQUIPMENT: The coverage under the Board Builder's Risk Insurance Program will be limited to property which has been, or is intended to be, incorporated into the Work as part of the contract price for which title has either been passed to the Board, or is intended to pass to the Board.

43.4 RESPONSIBILITY OF THE DEDUCTIBLE: The Contractor shall be solely responsible for the first \$20,000 of Covered Loss in any one occurrence for any covered peril. If the deductible on the Board Builder's Risk Insurance Program applicable to the Covered Loss exceeds the \$20,000 for which the Contractor is responsible, the Board shall be responsible for that portion of Covered Loss incurred by the Contractor and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.

43.5 COMMENCEMENT OF THE BOARD BUILDER'S RISK INSURANCE PROGRAM: The Board Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by the Contractor under this contract

or commencement of Work at the construction jobsite of the Project as described in the Contract.

- 43.6 TERMINATION OF BOARD PROPERTY INSURANCE PROGRAM: Coverage under the Board Builder's Risk Insurance Program for the Contractor and its Subcontractors shall terminate at the earliest of:
- A. With respect to any completed portion of the Work, if the Board elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Board first occupies or uses such completed portion of the Work; or
 - B. If work by the Contractor is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or
 - C. Termination of the Contract by the Board.
- 43.7 BOARD PROPERTY INSURANCE PROGRAM SUBJECT TO LIMITATIONS: The rendering of the Board Builder's Risk Insurance Program shall not constitute any representation by the Board with respect to the adequacy of the insurance to protect the Contractor or its Subcontractors against property insurance type losses. The Board emphasizes that coverages in the Board Builder's Risk Insurance Program is limited in scope and do not necessarily include all insurance coverages, either desirable or normally maintained by the Contractor or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Board Builder's Risk Insurance Program shall not be construed to be a limitation on the nature or extent of the Contractor's or its Subcontractors' obligations under this Contract nor to relieve the Contractor or its Subcontractors of any such obligations.
- 43.8 NOTICE OF CLAIM UNDER BOARD BUILDER'S INSURANCE PROGRAM: In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Board Builder's Risk Program, written notice of such injury or damage shall be given to the Division of Risk Management of the School Board of Broward County, as soon as practical, but not exceeding seven (7) day after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Division of Risk Management or its designee, to provide an initial report to the Board's insurers and to properly investigate the matter. Notification shall be directed to the SBBC Risk Management Division at (754) 321-1900.
- 43.9 COOPERATION OF CONTRACTOR AND SUBCONTRACTORS: The Contractor and all of its Subcontractors shall assist the Board and the Board's insurers and fully cooperate in respects to reporting, investigation and adjusting of claims under the Board Builder's Risk Insurance Program whether or not involving the respective Contractor or Subcontractor.
- 43.10 WAIVER OF SUBROGATION: To the extent such insurance permits, and then only to the extent Board collects under the Board Builder's Risk Program, SBBC waives any and all claims against Contractor or Subcontractors and their respective agents, servants and employees, for loss or damage to Board's property. To the extent such insurance permits and then only to the extent the Contractor collects under its

property insurance coverage, Contractor waives any and all claims against Board and its agents, servants and employees for loss or damage to Contractor's property. Contractor shall require all Subcontractors to waive, to the extent such insurance permits and then only to the extent such Subcontractor collects under its property insurance coverage, any and all claims against SBBC and its agents, servants and employees for loss or damage to such Subcontractor's property.

- 43.11 BOARD'S RIGHT TO TERMINATE, MODIFY OR REPLACE: The Board reserves the right to terminate whole or in part or modify the Board Builder's Risk Insurance Program. In the event of termination or modification, whether initiated by the Board's or its insurers, the Board will assume the responsibility for that portion of any loss suffered by the Contractor or its Subcontractors which would have been covered by the Board Builder's Risk Insurance Program.

ARTICLE 44. INSPECTION OF CONTRACTOR RECORDS BY OWNER

- 44.01 Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All [Contractor Name]'s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by [Contractor Name] or any of [Contractor Name]'s payees pursuant to this Agreement. [Contractor Name]'s Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with, this Agreement. [Contractor Name]'s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to folding sources.

Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

- 44.02 Contractor Records Defined. For the purposes of this Agreement, the term Contractor Record shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

Contractor's "records", as referred to in this contract, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or their payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

- 44.03 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, Owner's agent or authorized representative shall have access to Contractor Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by Owner to Contractor pursuant to this Agreement.

Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

- 44.04 Notice of Inspection. Owner's agent or its authorized representative shall provide Contractor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- 44.05 Audit Site Conditions. Owner's agent or its authorized representative shall have access to Contractor facilities and to any and all records related to this Agreement, and shall

be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

- 44.06 Failure to Permit Inspection. Failure by Contractor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by Owner for cause and shall be grounds for the denial of some or all of any Contractor claims for payment by Owner.
- 44.07 Overcharges and Unauthorized Charges. If an audit inspection or examination in accordance with this Article, and finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
- 44.08 Inspection of Subcontractor's Records. Contractor Name shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Contractor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by Owner for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by Owner to Contractor pursuant to this Agreement and such excluded costs shall become the liability of the Contractor.
- 44.09 Inspector General Audits. Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

ARTICLE 45. 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, 2007(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 46. DISPUTE RESOLUTION

- 46.01 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.
- 46.02 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 47. GOVERNING LAW

- 47.01 The Construction Contract shall be governed by the laws of the State of Florida.

ARTICLE 48. RIGHTS AND REMEDIES

- 48.01 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 49. SUCCESSORS, ASSIGNS AND ASSIGNMENT

- 49.01 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.
- 49.02 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 50. NON-DISCRIMINATION

- 50.01 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.
- 50.02 **Equal Employment Opportunity (EEO)** - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the

basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

- 50.03 **Americans with Disabilities Act Amendments Act of 2008** - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

ARTICLE 51. STRICT PERFORMANCE.

- 51.01 No failure of either party to exercise any power or right given under this Agreement, or to insist upon strict compliance of the other party with any of its obligations, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver or variation of either party's rights to demand exact compliance with terms of the Agreement.

END OF DOCUMENT



Document 00800: Supplementary Condition of the Contract

ARTICLE 1 ESTIMATING ORDER

- A. The Contractor shall proceed with the preparation of the Lump Sum proposal in the form of the Estimating Recap Form, and Schedule of Values, included in this Contract.
- B. The Estimating Order shall provide the scope of the Work, time for completion of the Work, and construction documents approved by the District's Chief Building Official.
- C. The Contractor shall not proceed to prepare a proposal without an Estimating Order in the form provided in the Contract executed by the Executive Director, Capital Programs or designee.
- D. The Contractor shall provide a completed proposal estimate in the form of the Estimating Recap Form and Schedule of Values within ten (10) consecutive calendar days from receipt of the Estimating Order.

ARTICLE 2 ESTIMATING RECAP FORM

- A. The Contractor shall fully complete the Estimating Recap Form based upon the Schedule of Values attached thereto.
- B. The Contractor shall acknowledge the scope of Work and time for completion of the Work on the Estimating Recap Form.
- C. The Estimating Recap Form shall become a part of the Contract along with the Estimating Order, Project Cost Sheet, Construction Documents, and other documents received from the Project Manager or Project Consultant pertaining to the scope of the Work, time for completion of the Work, and other terms and conditions relating to the Work.

ARTICLE 3 SCHEDULE OF VALUES

- A. The Contractor shall fully complete the Schedule of Values and attach it to the Estimating Recap Sheet as the proposal estimate submitted to the Project Manager.
- B. The Contractor shall submit the proposal estimate to the Project Manager and Project Consultant simultaneously.
- C. The Contractor shall list each item of Work separately and in accordance with the Schedule of Values.
- D. The Contractor shall indicate each line item on the Schedule of Values.
- E. The Contractor shall indicate the Work performed by itself and its Subcontractors, Sub-Subcontractors, and all other entities, on the Schedule of Values.

- F. The Contractor shall not propose work in any manner other than as a lump sum.
- G. The Contractor shall indicate the amounts for overhead and profit on separate lines of the Schedule of Values.
- H. The Contractor shall be entitled to costs for General Requirements and General Conditions items required in the Estimating Order only. Such costs shall be limited to direct costs for the required management and support of the Work in the field. The Contractor shall not be entitled to any home office costs of any kind.
- I. The Owner's Representative shall determine the cost based upon the Construction Documents utilizing RS Means and the Single Fixed Multiplier in Document 00520, Form of Agreement in Article 4.01, Table A.
- J. The Contractor's Lump Sum Cost Proposal will be compared with the cost in Article I above and shall be rejected if it exceeds the amount determined as the cost.
- K. The Contractor's Lump Sum Cost Proposal may be accepted and may result in issuance of a NTP and purchase order.
- L. The Owner reserves the right to not issue a NTP and purchase order. The Contractor agrees that it is not entitled to compensation for the preparation of the Lump Sum Cost Proposal or any other costs should the Owner not issue a NTP and purchase order.

General Conditions which may be Cost of the Work, if specifically included in the Construction Documents, include but are not limited to: field office rental, field office setup, field office janitorial, field office security, field office furniture, temporary storage containers, temporary plywood partitions, copy machines, fax machines, computers, postage, couriers, blueprints and copies of blueprints, as built drawings, closeout documents, Critical Path Method Scheduling consultants, security guards, I.D. badges, drug testing, living expenses, progress photographs, quality control systems, daily cleanup, final cleaning, pest control, trash dumpsters and associated fees, trash hauling equipment, trash chutes, scaffolding, radios, surveys and layouts, geotechnical surveys, job signs, safety rails, safety supplies, first aid supplies, safety inspections, water/ice/cups, fire extinguishers, temporary roads, tree protection, small tools, temporary fencing, silt fencing, barricades, material unloading, material hoists, personnel hoists, golf carts, punch lists, telephone systems and associated charges, electrical charges, water charges, temporary heat, portable toilets and tanks, general purpose labor, general purpose carpenters, salaries at project site, horizontal and vertical transportation of materials and personnel, parking space, storage, and the costs of the Superintendent and Project Manager.

ARTICLE 4 NOTICE TO PROCEED

- A. The Contractor shall proceed with the Work upon receipt of the fully executed and approved, by all parties, Notice to Proceed (NTP) referenced within the Contract, Purchase Order, and Building Permit.
- B. The Contractor shall comply with the terms included in the NTP and by reference the Estimating Order, Estimating Recap Form, Schedule of Values, Construction Documents,

and other documents received from the Project Manager or Project Consultant pertaining to the scope of the Work, time for completion of the Work, and other terms and conditions relating to the Work.

- C. The Contractor shall not proceed with the Work prior to receipt of the fully executed and approved, by all parties, Notice to Proceed (NTP) referenced within the Contract, Purchase Order, and Building Permit.

ARTICLE 5 PROGRESS PAYMENTS

- A. The Contractor shall submit progress payments on Documents 00435 and 01290a. The progress payments shall be an accurate accounting of all costs to date and in the current period.
- B. The Contractor shall tabulate all unit quantities consumed in the Work listed according to the approved Schedule of Values and attach same to each Document 00435 and 01290a submitted for payment.
- C. The Contractor shall include the total costs in Section B above on Document 00435.
- D. The Contractor, by submitting the progress payments, certifies that the Work presented in the progress payment is accurate.
- E. The Contractor shall provide all documentation substantiating the Work including but not limited to time sheets, payroll registers, cancelled checks, subcontracts, invoices, change orders, agreements, purchase orders, leases, contracts, commitments, field notes, daily diaries, superintendent reports, drawings, receipts, vouchers and other documents accounting, measuring, or otherwise quantifying the completed Work.
- F. The Owner may employ the Project Consultant or a third party to review the Work performed by the Contractor.
- G. The Contractor shall not be entitled to additional costs in the event it claims it omitted costs for Work included in the Construction Documents.

END OF DOCUMENT



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00800a: ESTIMATING ORDER

Via – Fax, Email

Date: _____

Name & Title:

Company Name:

Company Address:

Facility:

Location Number:

Bid No. - Project No.: _____

Project Title:

Dear _____:

Please submit a cost estimate for this project utilizing the Construction Services Minor Projects Contract dated _____ for _____ Services. Submit your estimate in writing on the Estimating Recap Form and Project Cost Sheet.

Please contact _____, **Project Manager for further instructions at** _____.

Submit your estimate proposal to _____, _____ via email at _____ within _____ days of your receipt of this Estimating Order (Document 00800a) and copy _____, Construction Purchasing Agent at _____.

Time for Completion of the Work	_____ Consecutive Calendar Days from the date stipulated on the Notice to Proceed for Substantial Completion
Time for Completion of Final Completion	_____ Consecutive Calendar Days from Substantial Completion

If you have any questions, please contact _____, _____ at (____)-____-____ or email to _____.

Sincerely,

(Signature)

Office of Facilities & Construction

_____/_____:_____
Attachments

cc:

_____, Director
_____, Construction Manager
_____, Project Manager
_____, Construction Purchasing Agent
_____, Project File



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

DOCUMENT 800b: CONSTRUCTION SERVICES MINOR PROJECTS

ESTIMATING RECAP FORM

Bid No. - PROJECT NO.: -		LOCATION NO.:
PROJECT NAME:		
SCHOOL/BUILDING NAME:		
SBBC's PROJECT MANAGER:		
CONTRACTOR:		CONTRACTOR'S TELEPHONE #:
CONTRACTOR'S ADDRESS:		
ACTIVITY		
DEMOLITION WORK		\$ _____
NEW ARCHITECTURAL WORK		\$ _____
MECHANICAL WORK		\$ _____
ELECTRICAL WORK		\$ _____
ROOFING WORK		\$ _____
FIRE SPRINKLER/SUPPRESSION WORK		\$ _____
SITE UTILITIES WORK		\$ _____
PLUMBING WORK		\$ _____
SPECIALTY WORK		\$ _____
OTHER		\$ _____

A.	The Work - Lump Sum	\$
B.	Cost of Performance and Payment Bonds	\$
C.	Cost of Builder's Risk Insurance	\$ Provided by SBBC
D.	Lump Sum Proposal – Total Construction Cost (A,B, and C)	\$
E.	Number of days to substantial completion	Days
F.	Number of days to final completion	Days

Contractor's Officer's Typed Name and Title

Contractor's Officer's Signature

Date



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00910: Addendum

To: All Prospective Bidders

Addendum No.: _____

Date: _____

Location No.: Various

Facility Name: Various

Project No.: Various

Project Name: Various

Bid No.:

Bid Name: Construction Services Minor Projects

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. The bidder must also sign and attach each addenda to the Bid.

NOTE: Addenda may be obtained by visiting the following website:

<https://www.browardschools.com/Page/36173>

(Select "Click Here" for view SBBC's current solicitations and addenda)

See attached pages for addendum content, which:

Bidder's Acknowledgement of Receipt of Addendum (Bidder must sign & attach to Bid)

(Bidder's Firm Name)	(Authorized Representative Name)	(Authorized Representative Signature)	(Date)

Recommended:			
	(Project Consultant's Name)	(Project Consultant's Signature)	(Date)
Reviewed & Approved:			
	(Project Manager's Name)	(Project Manager's Signature)	(Date)
Issued:			
	(Procurement Department)	(Procurement Department Signature)	(Date)

Distribution: 1. Project Consultant 2. Construction Contracts Section 3. Project Manager 4. Project File

This Addendum is to provide the information below:

Distribution: 1. Project Consultant 2. Construction Contracts Section 3. Project Manager 4. Project File

SECTION 01110 (01 11 00)

SUMMARY OF WORK

**EDIT ENTIRE DESIGN AND MATERIAL STANDARDS TO SUIT PROJECT REQUIREMENTS;
MODIFY AS NECESSARY. DELETE ITEMS THAT ARE NOT APPLICABLE.**

**“NOTES TO SPECIFIER” INDICATES ACTION IS REQUIRED; EDIT/SELECT/ADD/DELETE TO SUIT
PROJECT REQUIREMENTS. INFORMATION BETWEEN BRACKETS [] SHALL BE PROVIDED AS
APPLICABLE.**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Description and Location.
- B. Work by Owner.
- C. Owner Supplied Products.
- D. Contractor Use of Site and Premises.
- E. Future Work.
- F. Work Sequence.
- G. Owner Occupancy.
- H. Utility Sources.

1.2 PROJECT DESCRIPTION AND LOCATION

NOTE TO SPECIFIER: Fill-in the following blanks.

- A. Work of this Contract comprises general construction of _____.
- B. Project site is located at the following address:
 - 1. Facility Name: _____.
 - 2. Facility Address: _____.

1.3 RELATED SECTIONS

- A. Other Divisions and sections relating to this section include, but are not limited to:
 - 1. Bidding Requirements, Contract Forms, and Contract Conditions.
 - 2. Division 1 General Requirements sections.
 - 3. LEED level of certification or LEED Requirements Without Certification: Refer to Section 01352-LEED Requirements.
 - 4. Specification Divisions 2 through 16 including all sections.

1.4 CONTRACT DESCRIPTION

NOTE TO SPECIFIER: Fill-in the following blank.

A. Type of Contract: _____.

1.5 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.

NOTE TO SPECIFIER: Select from the following and Fill-in the following blanks.

- D. Items noted NIC (Not in Contract), [movable cabinets,] [furnishings,] [minor equipment,] [and] [_____] will be supplied and installed by Owner [beginning] [before] [after] [_____].
- E. Owner will remove and retain possession of the following items before start of work:
1. [_____].
 2. [_____].
 3. [_____].
- F. Contractor will remove and Owner will take possession of the following items prior to start of work:
1. [_____].
 2. [_____].
 3. [_____].

1.6 OWNER SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- 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. Designating all delivery dates of Owner's furnished items in the Contractor's Construction Schedule, including receiving, unloading, handling, storing (as may be required), unpacking, assembling and installing (as required by this document) of all Owner's furnished items at the site, including removal from site of all packing materials and debris.
 5. Provide necessary support systems and personnel to receive Owner's furniture and equipment, as well as making all necessary mechanical and electrical connections.

6. The Contractor shall be fully responsible for securing and protecting all Owner-furnished items from damage, including damage from exposure to the elements, and to repair and/or replace items damaged as a result of the Contractor's operations.

C. Products supplied to site and installed by Owner:

NOTE TO SPECIFIER: Fill-in the following blanks.

1. As noted in the Education Specifications or Design Criteria.
2. [_____].
3. [_____].

D. Items supplied by Owner for installation by Contractor:

1. As noted in the Education Specifications, Design Criteria or Design & Material Standards.
2. [_____].
3. [_____].

1.7 CONTRACTORS 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. A designated area on the site shall be provided for the Contractor. This area requires confirmation, approval and acceptance by the Owner and the Project Consultant as to its location, access, perimeter, size and use on the Site.
2. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
3. The sequence of delivery and storage of materials shall comply with the limits of the designated and approved on-site area.
4. The Contractor shall be fully responsible for securing and maintaining this area in a clean, organized and workmanlike manner at all times.
5. During the all phases of work on the project, the Contractor shall remove any and all excess materials and debris from the site after the completion of each and every sequence of the work and-or phase of construction.
6. In existing areas of remodeling/renovations remove debris and clean areas of the building and project site containing construction materials, debris, and spills on a daily basis to the satisfaction of the Board. Dispose using covered rubbish containers.
7. Upon completion of the Project, but prior to Substantial Completion, the Contractor shall repair, refurbish and return all designated areas to their contract required final conditions.
8. Do not disrupt classroom activities: Schedule work involving loud equipment operation, access to occupied classrooms, or other disruptive or hazardous activities for times during which classes are not in session.
9. 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.
10. Do not interact with students, faculty or staff.
11. Do not utilize radios, cellular telephones or paging devices within student occupied spaces.
12. Maintain all exterior areas locations in clean and usable condition. Keep tools, equipment, material, rubbish, and other Work related items out of student areas.

NOTE TO SPECIFIER: Fill-in the following blanks.

13. Emergency Building Exits During Construction:

- (a) Maintain egress widths to exits.
- (b) Limited to [_____] [_____].

14. 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.

15. 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. Regular Working Hours: Comply with local requirements, ordinances, noise restrictions and coordinate with SBBC PM for scheduling activities.

2. After Hours and Weekend Work: Coordinate with SBBC PM for scheduling activities.

3. Schedule hazardous operations for times during which students and school staff shall not be present.

4. **School Activity:** _____ **Hours:** _____ **Construction Activity Limitations:** _____

- (a) Classes in Session 8 am-2:30 pm No construction in building interiors.

NOTE TO SPECIFIER: Fill-in the following blanks.

5. Time Restrictions for Performing [Interior] [Exterior] work: [_____].

6. Utility Outages and shutdown: [_____]

1.8 FUTURE WORK

NOTE TO SPECIFIER: Fill-in the following blanks.

A. Project is designed for future [_____].

B. Provide [_____] for future installation of [_____].

1.9 WORK SEQUENCE

NOTE TO SPECIFIER: Select from the following and Fill-in the following blanks.

A. Construct Work in [stages][phases] [to accommodate Owner's occupancy requirements] [_____] during the construction period, coordinate construction schedule and operations with [Owner:] [Project Consultant:]

1. [Stage] [Phase] 1: [_____].

2. [Stage] [Phase] 2: [_____].

3. [Stage] [Phase] 3: [_____].

1.10 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.

1.11 UTILITY SOURCES

NOTE TO SPECIFIER: Provide the following information:

- A. The following utility companies will be providing principal utility services to the Project Site:

	Utility	Service Provider	Contact
1.	Electrical:		
2.	Water:		
3.	Sanitary Sewer:		
4.	Storm Drainage:		
5.	Telecommunications:		

- B. Coordinate utility connections, service provisions and related Work.

PART 1 PRODUCTS-Not Used

PART 1 EXECUTION-Not Used

END OF SECTION

SECTION 01230 (01 23 00)

ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Alternates to the Contract Documents.

1.2 RELATED DOCUMENTS

- A. Document 00200-Instructions to Bidders.
- B. Document 00410-Bid Form.
- C. Document 00520-Agreement Form.

1.3 DEFINITION

- A. Alternates: Proposals required of bidders reflecting amounts to be subtracted or added to basic proposals in the event of specific changes in the work are ordered. May be either deductive or additive alternates.

1.4 ACCEPTANCE OF ALTERNATES

- A. Alternatives quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternatives will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.5 REQUIREMENTS

- A. Materials and workmanship: Conform to the requirements of the contract documents with respect to the parts or kinds of work included.
- B. Within 7 days following award of the Contract: Prepare and distribute a notification of status of each alternate to each entity involved in the performance of the Work. Indicate which alternates have been accepted, rejected or deferred for consideration at a later date by the Owner.
- C. Coordinate related work and modify surrounding work to integrate the Work of each accepted Alternate.
- D. A "Schedule of Alternates" is included at the end of this Section. Each alternate is defined by abbreviated language, recognizing that Drawings and Specification Sections document in detail the requirements relative to each alternate.
- E. Include in each alternate, miscellaneous devices, accessory objects and similar items incidental to or required by a complete installation whether or not mentioned as part of the Alternate.

1.6 SCHEDULE OF ALTERNATES

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]

Section 01230 (01 23 00)
Alternates
[Specifier replace this line with issue date]
Page 1 of 2

NOTE TO SPECIFIER: Provide description for Alternates below.

<u>Alternate No.</u>	<u>Description</u>
A. Alternate No. 1:	Not Used.
B. Alternate No. 2:	Not Used.
C. Alternate No. 3:	Not Used.
D. Alternate No. 4:	Not Used.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01250 (01 26 00)

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 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.

1.2 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 calculation of maximum markup percentages (Art. 33. Change Orders), changes in the Work, 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.

1.3 RELATED FORMS

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

1.4 SUBMITTALS

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

1.5 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:
 - 1. Origin and date of claim.
 - 2. Name of the Owner's authorized agent who ordered the work and the date of the order.
 - 3. Dates and times work was performed, and by whom.
 - 4. Time records, summary of hours worked and wage rates paid.
 - 5. 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 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 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 7 days of receipt of a Construction Change Directive or other event that 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 shall be mutually agreed that the particular 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 Construction Change Directive or other delay shall be incorporated into the detailed construction schedule by the Contractor during the first update after such approval.

1.6 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 calendar 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 Cost 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 Cost 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 Project 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 needed Change Order which is under consideration, but not yet approved, by The School Board of Broward County, Florida.

1.7 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 the Change Order is issued to the Contractor.

1.8 LUMP SUM PRICE CHANGE ORDER

- A. Content of Lump Sum Price Change Orders shall be based on:
1. Project Consultant's Document 01250-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 Change Order as authorization for the Contractor to proceed with the changes.
 4. Contractor shall sign and date Form 1250g-Change Order to indicate agreement with the terms therein.

1.9 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 00350-Project Cost Proposal.
 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 shall 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.

1.10 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. The Project Consultant will review and evaluate the cost of such work, the required documentation, and the Contractor's calculations of 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. The 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.

1.11 EXECUTION OF CHANGE ORDERS

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

1.12 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.
- C. 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.
- D. 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
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01250a (00 63 53)-Proposal Request

To:

(Contractor)

Project No:

Project Title:

Facility Name:

Location No:

**Proposal
Request No.:** _____

Date: _____

(One Proposal
request per form)

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
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01250b (00 63 57)-Change Order Request (Proposal)

To:

(Project Consultant)

Project No:

Project Title:

Facility Name:

Location No:

Change Order

Request No.: _____ Date: _____

(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
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, Florida 33311

(754) 321-1500

Document 01250c (00 63 55)-Proposal Worksheet Detail

To:

(Project Consultant)

Project No:

Project Title:

Facility Name:

Location No:

Proposal
Request No.: _____

Change Order
Request No.: _____

Date Prepared:

From/Trade: _____

Shaded Areas for Project Consultant's Use Only

Contact: _____

Phone: _____

Additions:

			Estimated		UNIT PRICES									
	Ref No.	Item Description	Quantity		Materials	&	Labor						TOTAL	
1														
2														
3														
4														
4														
5														
6														
7														
8														
9														
10														
Subtotal: (Enter this number on Worksheet Summary)														



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, Florida 33311

(754) 321-1500

Document 01250d (00 63 54)-Proposal Worksheet Summary

To:

(Project Consultant)

Project No:
Project Title:
Facility Name:
Location No:

Proposal
Request No.: _____

Change Order
Request No.: _____

Date Prepared:

From/Trade: _____

Contact: _____

Phone: _____

Additions : (Self-Performing GC or Subs)

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
Subtotal Additions:					

Additions: (Lower Tier or Other)

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
Subtotal Additions:					

Deductions: (Self-Performing GC or Subs)

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
Subtotal Deductions:					

Deductions: (Lower Tier or Other)

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
Subtotal Deductions:					

Subtotal (Additions/Deductions): _____

Total _____

Bond Allowance is reconciled by Change Order at Project Completion



Document 01250d (00 63 54)-Proposal Worksheet Summary

Maximum Markup on Work Performed: (Document 00700)

1	Self-Performed Work (Direct Cost) (GC or Sub)	
	15% on first \$25,000	
	10% on portion between \$25,000 and \$50,000	
	7.5% on portion between \$50,000 and \$200,000	
	5% on portion greater than \$200,000	

Total _____

2	Lower Tier Contractor (Low Tier of Sub-Contractors or other on Change Order Proposal)	
	8% on first \$25,000	
	4% of portion greater than \$25,000	

Total _____

CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACTS

Maximum Markup on Work Performed: (Per Agreement Exhibit B) & General Conditions

1	Self-Performed Work (Direct Cost)	
	PER NEGOTIATED FEE PERCENTAGE (%)	

Total _____

Per General Conditions

2	Lower Tier Contractor (Low Tier of Sub-Contractors or other on Change Order Proposal)	
	10%	

Total _____



Document 01250e (00 63 46)-Construction Change Directive

To:

(Contractor)

Project No:

Project Title:

Facility Name:

Location No:

Directive No.: _____ Date: _____

(One Directive per form)

Description of Directed Change:

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

Proposed Adjustments

1. 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: Cost-Plus basis with an agreed upon "Not to Exceed" Price of \$ _____

2. 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: Chief Facilities Officer/Designee	Contractor
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



Document 01250f (00 63 33)-Project Consultant's Supplemental Instructions

To:

(Contractor)

Supplemental
Instruction No.:

Date:

Project No:

Project Title:

Facility Name:

Location No:

You are hereby notified that the Work shall be carried out in accordance with the following supplemental instructions issued in accordance with and reasonably inferable from the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding with these instructions, indicate your acceptance of these instructions for a minor change to the Work as consistent with the Contract Documents and return a copy to the Project Consultant.

Description of Interpretation or Minor Change: (Written description of the Work)

Attachments: (List attached documents that support description):

Issued

**Project
Consultant:**

By: (Signature)

Accepted

Contractor:

By: (Signature)

Date:

Copies: ☐ Field Construction Manager ☐ Consultants ☐ Other:



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item# _____

Facility Name: _____ Date: _____
Project Name: _____ Project # _____
Location No: _____
Project Description: _____
Contractor: _____ Reference Letter
Dated: _____

Description of Change: _____

Attachments: _____

Reason For Change: _____

Summary:

Total of Credits and/or Added Costs: Add: \$ _____
Deduct: \$ _____
The Contract Time will be (increased) (decreased) by: _____ Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK

Recommended	Accepted	Reviewed and Concurred
Project Consultant's Signature _____ Date _____	Contractor's Signature _____ Date _____	OFC Project Manager _____ Date _____
Project Consultant's Typed Name _____	Contractor's Typed Name _____	OFC Project Manager's Typed Name _____
Project Consultant's Firm Name _____	Contractor's Firm Name _____	The School Board of Broward County, FL _____

This Section to be completed by School Board of Broward County Staff

Change Order Categories	Direct Owner Purchase (DOP)
<input type="checkbox"/> Owner's Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error <input type="checkbox"/> Consultant Omission	<input type="checkbox"/> Direct Owner Purchase <input type="checkbox"/> Tax Savings

SECTION 01270 (01 22 00)

UNIT PRICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. The Project Consultant and Owner will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

- A. Estimated quantities indicated on Document 00410-Bid Form, Document 00436-Schedule of Unit Prices or individual specification sections are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Project Consultant and Owner determine payment.
- B. If the actual Work requires the same or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
- C. If the actual work requires more quantity than those quantities indicated, the contract sum shall be adjusted by Change Order, prior to commencement of additional work.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable Florida or Broward County department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable Florida department within the past year.
- B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes shall be measured by handbook weights. Welded assemblies shall be measured by handbook or scale weight.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

- A. Payments shall be for actual qualities, not estimated quantities.
- B. Payment Includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead, profit, and taxes.
- C. Final payment for Work governed by unit prices shall be made on the basis of the actual measurements and quantities accepted by the Project Consultant multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work. Final contract sum shall be adjusted by Change Order to reflect actual qualities for unit price items.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Project Consultant and Owner, it is not practical to remove and replace the Work, the Project Consultant shall direct one of the following remedies:
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
 - 2. The defective Work shall be partially repaired to the instructions of the Project Consultant, and the unit sum/price shall be adjusted to a new sum/price at the discretion of the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Project Consultant and Owner to assess the defect and identify payment adjustment, shall be final.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment shall not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling and disposing of rejected Products.

1.8 SCHEDULE OF UNIT PRICES

- A. Refer to:
 - 1. Document 00410, Bid Form.
 - 2. Document 00436, Schedule of Unit Prices.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01290 (01 29 00)

PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 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: For Contract Payments, Withholding Payments to Contractor, and Retainage procedures.
- 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.

1.3 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.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten or computer generated form.
- B. Execute certification by original 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-Closeout Procedures.

1.5 SUBMITTAL PROCEDURES

- A. Submit 3 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 the Project Consultant by means ensuring receipt within 24 hours or less. Verify receipt.

1.6 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 and Section 1320, 1.4, C, 2.
- B. Upon request, submit data (or allow inspections) verifying:
 - 1. Daily 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 certification, 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 shall be required, at the discretion of the Owner and Project Consultant, to verify the progress and quality of the Work.
- C. Provide 1 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



**The School Board of Broward County, Florida
Facilities Design & Construction
2301 NW 26th Street
Ft. Lauderdale, FL 33311**

(754) 321-1500

Document 01290a (00 62 76)-Application for Payment

To: The School Board of Broward County, Florida

(Owner via Project Consultant)

Project No:

Project Title:

Facility Name:

Location No:

Application No.: _____	Period To: _____	SBBC Purchase Order No.: _____
-------------------------------	-------------------------	---------------------------------------

Contractor:

Change Order Summary		
Change Orders approved by the School Board in previous months. Total:		Additions
Approved this Month:		Deductions
Number	Date Approved	
Totals		
Net change by Change Orders:		

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor:

By: (Signature) _____

Date: _____

Notarization

State of Florida _____ County _____

Sworn Before me on this ____ day of ____, __.

Commission Expires: _____

Notary Public: _____

Application is made for Payment, as shown below, in connection with the Contract. The Contractors updated Document 00435-Schedule of Values is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM	\$ _____
2. NET CHANGE BY CHANGE ORDERS	\$ _____
3. CONTRACT SUM TO DATE (Line 1 plus or minus line 2)	\$ _____
4. TOTAL COMPLETED AND STORED TO DATE (Column H of Document 00435)	\$ _____
5. RETAINAGE	
a. ____ % of Completed Work \$ _____ (Column E + F of Document 00435)	
b. ____ % of Completed Work \$ _____ (Column E + F of Document 00435)	
Total Retainage (Line 5a + 5b or total in Column K on Document 00435)	\$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous certificate)	\$ _____
8. CURRENT PAYMENT DUE (Enter this amount on Line 10 next page)	\$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ _____

Document 01290a-Application for Payment

Project Name:

Project #:

Contractor:

Application #:

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's 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

10. AMOUNT APPROVED

(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager:

By: _____ Date: _____
(Signature)

Deputy Director, CBRE/HEERY or Designee:

By: _____ Date: _____
(Signature)

Director, Facilities Design & Construction
or Designee:

By: _____ Date: _____
(Signature)

Chief Facilities Officer or Designee

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 01295 (01 29 50)

DIRECT OWNER PURCHASING PROGRAM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for administration of the Direct Owner Purchasing Program.
- B. The Owner shall include this project in its Direct Owner Purchasing Program (DOPP) and the Contractor agrees to administer according to the following terms. The Contractor shall include the following terms in all of its contracts wherein the cost of materials and equipment exceeds Two Hundred Thousand Dollars (\$200,000).
 - 1. The subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax reserves the right to make direct purchases of various construction equipment, materials or supplies included in the subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.
 - (a) Any equipment, materials or supplies directly purchased by the Owner that are included in the subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and subcontractor relating to such Owner Purchased Materials shall be governed by the terms and conditions of these procedures.
 - 2. Material suppliers shall be selected by the subcontractor awarded the Subcontract.
 - (a) The subcontractor has included the price for all construction materials plus applicable taxes in his bid. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis. The Subcontract amount shall be reduced by the net non-discounted amount of these Purchase Orders, plus all sales tax.
 - 3. Subcontractor shall provide Contractor with a list of all intended suppliers, vendors, and materialmen for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project/CPM schedule. The subcontractor shall submit a description of the materials to be supplied, estimated quantities and unit prices.
 - 4. Upon request from Contractor, subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - (a) The name, address, telephone number and contact person for the material supplier.
 - (b) Manufacturer or brand, model or specification number of the item.
 - (c) Quantity needed as estimated by subcontractor.
 - (d) The price quoted by the supplier for the materials identified therein.
 - (e) Any sales tax associated with such quote.
 - (f) Delivery dates as established by subcontractor.
 - 5. Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendor; i.e. payment terms, warranties, retainage, etc. Such Purchase Order Requisition Form is to be submitted to Contractor no less than 15 days prior to the date required for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

6. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the subcontractor less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owner's Purchasing Director shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery date(s) provided by the subcontractor in the Purchase order Requisition Form and shall indicate F.O.B. job site. The Owner's Purchase Orders shall contain, or be accompanied by, the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
7. In conjunction with the execution of the Purchase Orders by the supplier, the subcontractor shall execute and deliver to Contractor one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials plus all sales tax savings associated with such materials in subcontractor's bid to Contractor.
8. All shop drawings and submittals shall be made by the subcontractor in accordance with the Contract Documents.
9. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these procedures, including but not limited to, verifying correct quantities, verifying documentation or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the subcontractor. The subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the subcontractor for the particular materials furnished. The subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from nonpayment of goods to suppliers arising from the actions or directions of subcontractor.
10. As Owner-Purchased Materials are delivered to the job site, the subcontractor and the Contractor as Owner's Representative, shall visually inspect all shipments for the suppliers, and approve the vendor's invoice for materials delivered. The subcontractor shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier confirming the Purchase Order, together with such additional information as the Owner or Contractor may require. The subcontractor will verify, in writing, the accuracy of the delivery ticket. The subcontractor will then forward the invoice to the Contractor for his forwarding to the Owner. The Owner will process and pay directly to the vendor in the manner as all other Owner Entity invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
11. The subcontractor shall insure that Owner-Purchased Materials conform to the Specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the subcontractor discovers defects or non conformities in the Owner-Purchased Material, upon such visual inspection, the subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the subcontractor shall notify the Owner through

- the Contractor of such occurrence. If the subcontractor fails to perform such inspection, and otherwise incorporates Owner-Purchased Materials, the condition of which it either knew about or should have known about by performance of an inspection, subcontractor shall promptly take action to remedy the defect or non conformity so as not to delay the Work.
12. The subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the Work from the stock of Owner-Purchased Materials in its possession. The subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the subcontractor's possession, including portions of all such materials which have been incorporated into the Work.
 13. The subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the subcontractor for resolution with the appropriate supplier or Vendor.
 14. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the subcontractor's possession, the Owner shall retain title to any and all Owner Purchased Materials.
 15. The transfer of the possession of Owner Purchased Materials from the Owner to the subcontractor shall constitute a bailment for mutual benefit of the Owner and the subcontractor. The Owner shall be considered the bailor and the subcontractor the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Purchased Materials.
 16. The Owner shall purchase and maintain insurance pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
 17. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or any other problems with the Project, or for any extra or cost resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
 18. On a monthly basis, subcontractor shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon subcontractor's records of materials delivered to the site and any defects in such materials.
 19. In order to arrange for the prompt payment to the supplier, the subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Orders, invoices, and delivery receipts of data provided. Checks will be released, delivered and remitted directly to the suppliers. The subcontractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
 20. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amount shall be created with an additive Change Order to the subcontractor's agreement with the Contractor. Salvage materials shall be the property of the Owner and stored or removed from the site by the subcontractor at the Owner's discretion.
 21. The Owner indemnifies the Contractor from liability if the Department of Revenue determines that any purchases treated as tax exempt by the parties failed to meet the criteria for exemption.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

Direct Purchase Program

Reference Purchase Order			Date	
Contact:			Req #	
	Name	Phone #	Fax #	Line

Vendor Info:		Project Info:	
		Req Delivery Date	
Address		School / Dept Name	
Address line 2		Project Name	
City, State, Zip		SBBC Project: #	
		Ship to:	
Federal ID # (new vendors only)		(must be SBBC site)	
Phone			
Fax			

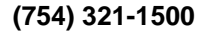
Items ordered:	Ship Via	Terms			Special Notes		FOB Destination
ITEM #	MATERIAL DESCRIPTION			QUANTITY	UNIT	UNIT PRICE	TOTAL
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Purchase Requisition							\$0.00

_____ Minority Vendor	_____ Woman Owned Business
-----------------------	----------------------------

Requestor Info:			
Person Requesting Order	<input type="text"/>	Phone #	<input type="text"/>
Company	<input type="text"/>	Ext#	<input type="text"/>
Explanation of Purchase: This purchase will be used for:		<input type="text"/>	
<input type="text"/>			

(Company/Sub Name)	BY:	Title	date
(General Contractor/CM/TPM name)	BY:	Title	date

	BY: _____	_____
School Board of Broward County Florida	Project Manager	date
	BY: _____	_____
School Board of Broward County Florida	Director/ Sr Project Manager	date



Page 1 of 1



The School Board of Broward County, Florida

Office of Facilities & Construction

2301 NW 26th Street, Bldg. 6
Fort Lauderdale, Florida 33311

(754) 321-1500

Document 01295c (00 00 00) - DOP Invoice Summary

VENDOR: _____
CONTACT PERSON: _____
ADDRESS: _____
TELEPHONE/FAX: _____

LETTER AUTHORIZING PAYMENT

FACILITY NAME: _____
PROJECT NAME: _____
PROJECT NUMBER: _____
MONTH ENDING: _____

School Board of Broward County PO #: _____

Purchase Order Amount:
Previous Order Paid:
Amount this Period:
Balance to Finish:

Sales tax savings this period:
Total sales tax savings accrued to date on this purchase order:

<u>Invoice #</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>

Total: _____

All material for the above invoices has been delivered to, in good condition, and is for use at.

Vendor Approved for Payment: _____ Date: _____

Const. Manager/TPM Approved for Payment: _____ Date: _____

Project Manager Approved for Payment: _____ Date: _____

SECTION 01310 (01 31 00)

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor's Personnel.
- B. Coordination.
- C. Project Administrative Records.
- D. Meeting Administration.
- E. Preconstruction meeting.
- F. Site mobilization meeting.
- G. Progress meetings.
- H. Preinstallation meetings.
- I. Request for Information.

1.2 CONTRACTOR'S PERSONNEL

- A. Provide names of Contractor's staff, refer to Section 01560-Temporary Barriers and Enclosures for Security Programs.
- B. Background Checks, Fingerprinting, and Badges: Refer to Section 01560-Temporary Barriers and Enclosures for Security Programs.

1.3 ENVIRONMENTAL MANAGER:

- A. Designate an on-site party responsible for overseeing the Contractor's conformance to environmental goals for the project and implementing procedures for environmental protection.
 - 1. Qualifications:
 - (a) LEED Accredited Professional in accordance with the US Green Building Council
 - (b) Minimum 3-years construction experience on projects of similar size and scope; minimum 3-years experience with environmental procedures similar to those of this project;
 - (c) Demonstrated knowledge of the LEED for Schools rating system;
 - (d) Familiar with environmental regulations applicable to construction operations.
 - 2. Responsibilities include:
 - (a) Management of the LEED for Schools contractor submittal documentation process required in accordance with the LEED for Schools rating system.
 - (b) Respond to questions and other information from US Green Building Council to complete LEED for Schools application process.

- (c) Manage and provide documentation for the Construction and Demolition Waste Management Plan in accordance with Section 01354-Construction Indoor Air Quality Management and Section 01572-Construction Waste Management.

1.4 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.

1.5 PROJECT ADMINISTRATIVE RECORDS

- A. The Contractor shall maintain administrative records at the project site, unless agreed to otherwise by the Owner in writing. Files shall 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, Construction Change Directives, etc.).
 - 7. Warranties and Guarantees.
 - 8. Cost Accounting Records:
 - (a) Labor Costs.
 - (b) Material Costs.
 - 9. Change Order Related Documentation:
 - (a) Document 01250a-Proposal Request.
 - (b) Document 01250b-Change Order Request (Proposal).
 - (c) Document 01250b-Proposal Worksheet Detail.
 - (d) Document 01250d-Proposal Cost Summary.
 - (e) Document 01250e-Construction Change Directive.
 - (f) Document 01250f-Project Consultant's Supplemental Instructions.

- (g) Document 01250g-Construction Change Order.
- (h) Supporting documentation for the forms listed above.
- 10. Payment Request Records.
- 11. Meeting Minutes.
- 12. Cost Estimates.
- 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.

1.6 MEETING ADMINISTRATION

- A. The Contractor shall schedule and administer 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 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) Prepare Agenda.
 - (b) Preside at meetings.
 - (c) Record the minutes of the meeting including all significant proceedings and decisions.
 - (d) Reproduce and distribute copies of minutes within 3 days after each meeting ensuring that copies are distributed to:
 - (e) All participants in the Meeting.
 - (f) To all entities affected by decisions made at the meeting.
 - (g) The Project Consultant and the Owner.
 - 6. For those meetings attended by the Project Consultant: The Project Consultant shall:
 - (a) Prepare Agenda
 - (b) Preside at Meetings
 - (c) Record minutes of the meeting including all significant proceedings and decisions.
 - (d) Distribute copies of the minutes to 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 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.

1.7 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. Ten days notice is required for the meeting.
- B. Attendance Required:
 - 1. Owner.
 - 2. Project Consultant and Sub consultants.
 - 3. Contractor.
 - 4. Contractor's Superintendent and other representatives.
 - 5. Major subcontractors and subcontractors providing critical assemblies, components, systems or equipment.
 - 6. Major suppliers and suppliers supplying critical assemblies, components, systems or equipment.
 - 7. Owner's Test & Balance consultants.
 - 8. Others as desired by the Owner, Contractor or Project Consultant.
 - 9. BCI Representative.
- C. Agenda:
 - 1. Project Team Members:
 - (a) Introduction of Project Team Members.
 - (b) Designation of responsible personnel.
 - (c) The lines of communications.
 - (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 and requirements for updates.
 - (c) Shop Drawing Submission Schedule.
 - (d) Mandatory BCI shop drawing submittals.
 - 3. Critical Work sequencing.
 - 4. LEED for Schools Requirements & procedures (refer to Section 01352).
 - (a) Action Plans.
 - (b) Progress Reports.
 - (c) Documentation Submittals.
 - 5. Commissioning requirements & procedures (refer to Section 01810).
 - 6. Major equipment deliveries and priorities, long lead items (over 4 weeks for delivery).
 - 7. Procedures and processing of:
 - (a) Field decisions and Supplementary Instructions.
 - (b) Change Orders, Construction Change Directives (CCDs), Proposal Requests.
 - (c) Submittals.
 - (d) Applications for Payment/Payments to Contractor.
 - (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) Partnering Process as applicable.
- 8. Additional sets of Contract Documents required.
- 9. Project Record Documents.
- 10. Use of Premises:
 - (a) Office, work, storage and parking areas.
 - (b) Owner's requirements.
 - (c) Project Consultant Requirements
- 11. Construction facilities, controls and construction aids, provided by Owner.
- 12. Temporary Utilities.
- 13. Safety and first aid procedures.
- 14. Security procedures.
- 15. Housekeeping procedures.
- 16. Discussion of list of Subcontractors, list of Products/Materials, Schedule of Values, Project Construction Schedule to follow, and Shop Drawing Submission Schedule.
- 17. Discussion of Ownership and Use of Construction Documents as Shop Drawings
 - (a) The Contractor shall not have the right nor use any of the Project Consultant's drawings or Electronic Files as 'Shop Drawings'.
 - (b) All Shop Drawings shall be drawn by the Contractor or Subcontractor independent of the Project Consultant's actual drawings or Electronic Files.
 - (c) The Contractor or his subcontractor's may use the information shown on the Architect/Engineer's in their sole responsibility to provide Shop Drawings for the Project as noted in Section 00700-General Conditions and as called for in the Specifications.
- 18. Discussion of Construction Phasing.
- 19. Discussion of Existing Conditions.
- 20. Owner's requirements and occupancy prior to completion.
- 21. Contractor's Punch List.
- 22. Substantial Completion.
- 23. Schedule of Values.
- 24. Mobilization and Staging.
- 25. Project Meetings.
- 26. Testing and Inspections.
- 27. Mandatory BCI Inspections.
- 28. Shop Drawings and Submittals.
- 29. Clarifications.
- 30. Time Extensions.
- 31. Project Acceptance Procedures.
- 32. Retainage and Final Payment.
- 33. Liquidated Damages.
- 34. Quality Control.

D. Project Consultant will record minutes and distribute copies.

1.8 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 Sub consultants.
 - 3. Contractor.
 - 4. Contractor's Superintendent and other representatives.

5. Major Subcontractors and Subcontractors providing critical assemblies, components, systems or equipment.
6. Major Suppliers and suppliers supplying critical assemblies, components, systems or equipment.
7. Owner's Test & Balance consultants.
8. 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) Review LEED for requirements and procedures including action plans, progress reports, and documentation submittals.
 - (d) Construction facilities and controls including location of temporary buildings, signage, fencing, barriers and barricades.
 - (e) Temporary utilities.
 - (f) Access to the site including traffic control, access roads, parking restrictions, environmental controls and security.
 - (g) Identification of benchmarks and datum, including survey and layout of the Work.
 - (h) Work in right-of-way areas and those areas outside the Owner's property line.
 - (i) Separation of work areas, barriers and dust control.
 - (j) Relationship of neighboring properties including noise and dust abatement/control, pest control and other environmental measures.
 - (k) Security and housekeeping procedures.
 - (l) Protection of existing property and facilities.
 - (m) Schedules.
 - (n) Procedures for testing.
 - (o) 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.

1.9 PROGRESS MEETINGS

- A. Schedule meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for 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. Meetings shall address the demands of the Project.
- F. Where schedule permits, the administration of the Project will occur at Project Meetings. Contractor shall provide automatic tracking systems for all submittals, requests for information (RFI), requests for Change Orders (RCO), Change Proposal requests (CPR) and schedules, etc., for incorporation into minutes. Each shall be reviewed at each Progress Meeting. Contractor shall provide other documentation as required by Owner and Project Consultant.
- G. Contractor shall submit with each Requisition for Payment an updated Critical Path Method (CPM) Schedule to show actual progress as opposed to the original Project Schedule.

H. Suggested Agenda:

1. Review outstanding items from minutes of previous meetings.
2. Review Progress of Work since last meeting.
3. Review of Work progress.
4. Field observations, problems, and decisions.
5. Identification of problems, which impede planned progress.
6. Review of Construction Schedule, Schedule of Values and Applications for Payment.
7. Review proposed changes:
 - (a) Effect on Construction Schedule and on completion date.
 - (b) Effect on other Contracts or activities related to Project.
8. Review of submittals schedule and status of submittals.
9. Review of off-site fabrication and delivery schedules.
10. Maintenance of Construction Schedule.
11. Corrective measures to regain projected schedules.
12. Planned progress during succeeding work period.
13. Coordination of projected progress.
14. Review of Record Documents.
15. Maintenance of quality and work standards.
16. Status of Change Orders, Request for Proposal (RFP), and Request for Information (RFI).
17. Other business relating to Work.

I. Project Consultant will record minutes and distribute copies.

1.10 PRE-INSTALLATION MEETING

- A. When required in individual specification sections, convene a preinstallation meeting at work site prior to commencing work of the section. Preinstallation Meeting shall not occur without approved Shop Drawings by the Contractor, and accepted by the Project Consultants of Record.
- 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 4 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.
- E. Agenda:
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each Preinstallation Meeting, 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.

F. Project Consultant will record minutes and distribute copies.

1.11 REQUESTS FOR INFORMATION (RFI)

- A. The Contractor may submit Document 01310a-Contractor's Request for Information, when the Contractor has questions or requires clarifications concerning aspects of the Work not reasonably inferable from the Contract Documents. Submit RFI's to Project Consultant. Contractor shall:
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 will:
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 that 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
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01310a (00 63 13)-Contractor's Request for Information (RFI)

To:

(Project Consultant)

Attn:

Project No:

Project Title:

Location No:

Facility Name:

Location No:

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 Supplemental Instructions, for those requests that are not directly or obviously inferable from the Contract Documents.



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01310b (00 62 03)-Transmittal

To:

Attn:

Transmittal Date:

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

Subject:

Project No: _____ Project Title: _____
Facility Name: _____
Location No.: _____

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)

SECTION 01320 (01 32 00)

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Schedule.
- B. Contract Progress Reporting.
- C. Construction Photographs.
- D. Construction Aerial Photographs.

1.2 RELATED SECTIONS

- A. Document 00200-Instructions to Bidders: Post-Award Information.
- B. Section 01110-Summary of Work: Work sequence, Owner Occupancy.
- C. Section 01290-Payment Procedures: Application for Payment and Schedule of Values.
- D. Section 01310-Project Management and Coordination: Progress Meetings
- E. Section 01330-Submittal Procedures: Shop drawings, product data, samples and other submittals.
- F. Section 01352-LEED for Schools Requirements.

1.3 INITIAL CONSTRUCTION SCHEDULE

- A. Format:
 - 1. Prepare initial schedule as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first workday of each week and subsequent major milestones as specified below.
 - 2. Sequence of Listings: The chronological order of the start of each item of Work.
 - 3. Scale and Spacing: Shall provide space for notations and revisions.
 - 4. Sheet Size: Multiples of 8-1/2 inch x 11 inch.
- B. Content:
 - 1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
 - 2. Dates of Substantial Completion for the Work or its defined stages: Conform to the dates established in the Contract Documents.
 - 3. Identify each item by the appropriate assembly designation as established by the Contract Documents and format shall match the "CSI Unifomat Uniform Classification of Construction Systems and Assemblies" latest edition as published by the Construction Specifications Institute.
 - 4. Identify work of separate stages, phases, buildings, floor levels and other logically grouped activities and major project milestones based on the following guideline list and

others derived by the Contractor from the Contract Documents. The following guideline list provides a summary inventory of items, which shall be further developed with sub-schedules and milestones by the Contractor to illustrate the actual sequence of and construction of the Work.

NOTE: The following schedule shall be used by the Contractor in developing a schedule for a project specific basis.

ELEMENT	DESCRIPTION
---------	-------------

INDIVIDUAL BUILDINGS

A-SUBSTRUCTURES

A1010 Standard Foundations
A1020 Special Foundations
A1030 Slabs on Grade

B-SHELL

B1010 Floor Construction
B1020 Roof Construction
B2010 Exterior Walls
B2020 Exterior Windows
B2030 Exterior Doors
B3010 Roof Coverings
B3020 Roof Openings

C-INTERIORS

Not Used

D-SERVICES

D1010 Vertical Transportation Services
D2010 Plumbing Fixtures
D2020 Domestic Water Distribution
D2030 Sanitary Waste Systems
D2040 Rain Water Distribution Systems
D2050 Special Plumbing Systems
D3010 Fuel Supply Systems
D3020 Heat Generation Systems
D3030 Heat Rejection Systems
D3040 Heat Distribution Systems
D3050 Heat Transfer
D3060 HVAC Controls
D3080 HVAC Systems Testing, Adjusting and Balancing
D4010 Fire Protection Sprinkler Systems
D4020 Standpipe and Hose Systems
D4030 Fire Protection Specialties
D5010 Electrical Service and Distribution
D5020 Lighting and Branch Wiring
D5030 Communication and Security Systems
D5040 Special Electrical Systems
D5050 Electrical Controls and Instrumentation
D5060 Electrical Testing

E-EQUIPMENT & FURNITURE

E1010 Commercial Equipment
E1020 Institutional Equipment

E1030 Vehicular Equipment
E1040 Other Equipment
E2010 Fixed Furnishings
E2020 Movable Furnishings

F-OTHER BUILDING CONSTRUCTION

F1040 Special Facilities
F1050 Special Controls and Instrumentation
F2010 Building Elements Demolition
F2020 Hazardous Components Abatement

G -BUILDING SITEWORK

G1010 Subsurface Investigation
G1020 Site Clearing
G1030 Site Demolition and Relocations
G1040 Site Earthwork
G2010 Hazardous Waste Remediation
G2020 Parking Lots
G2030 Pedestrian Paving
G2040 Site Development
G2050 Landscaping
G3010 Site Water Supply and Distribution System
G3020 Site Sanitary Sewer Systems
G3030 Site Storm Sewer Systems
G3040 Site Fuel Distribution Systems
G3050 Site Special Plumbing Systems
G4020 Site Hydronic Distribution Systems
G5010 Site Electrical Distribution
G5020 Site Lighting Systems
G5030 Site Communications and Security Systems
G4050 Other Site Electrical Utilities
G6020 Other Site Systems and Equipment

Z-PROCEDURAL GENERAL REQUIREMENTS

Z1010 Administrative General Requirements
Z1010.a Alternates/Alternatives
Z1010.b Coordination
Z1010.c Project Meetings
Z1010.c01 Preconstruction Conference
Z1010.c02 Progress Meetings
Z1010.c03 Pre-Installation Conferences
Z1020 Procedural General Requirements
Z1020.a Measurement and Payment
Z1020.a01 Applications for Payment
Z1020.b Modification Procedures
Z1020.c Field Engineering
Z1020.d Identification Systems
Z1020.e Special Project Procedures
Z1020.f Submittals
Z1020.f01 Progress Schedules
Z1020.f02 Survey and Layout Data
Z1020.f03 Shop Drawings, Product Data, Samples and other Product Submittals
Z1020.f04 Construction Photographs
Z1020.g Quality Control
Z1020.g01 Testing Laboratory Services

Z1020.g02	Inspections
Z1020.g03	Field Samples
Z1020.g04	Mock-Ups
Z1020.h	Material and Equipment
Z1020.i	Facility Startup/Commissioning
Z1020.j	Contract Closeout
Z1020.j01	Final Cleaning
Z1020.j02	Substantial Completion Inspection Process (By Phase/Building as applicable)
Z1020.j03	Final Completion Inspection Process (By Phase/Building as applicable)
Z1020.j04	Project Record Documents
Z1020.j05	Warranty Inspections
Z1030	Temporary Facilities and Temporary Controls
Z1030.a	Temporary Facilities
Z1030.a01	Mobilization
Z1030.a02	Temporary Utilities
Z1030.a03	Temporary Construction
Z1030.a04	Construction Aids
Z1030.a05	Temporary Barriers and Enclosures
Z1030.a06	Temporary Access Roads and Parking
Z1030.a07	Project Identification and Signs
Z1030.a08	Field Offices and Sheds
Z1030.b	Temporary Controls
Z1030.b01	Temporary Security
Z1030.b02	Temporary Environmental Controls
Z1030.b03	Temporary Traffic Regulation

5. Provide sub-schedules for each stage of Work identified in Section 01110-Summary of Work or elsewhere in the Contract Documents.
6. Provide sub-schedules to define critical portions of the entire schedule.
7. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
8. Provide separate schedule of submittal dates for Shop Drawings, Product Data, and Samples, including Owner furnished products, and dates reviewed submittals will be required from Project Consultant. As applicable, indicate decision dates for selection of finishes. Refer to related requirements in Section 01330-Submittal Procedures.
9. Indicate projected delivery dates for Owner furnished products.
10. Coordinate content with schedule of values specified in Section 01290 and as presented by the Contractor on Document 00435-Schedule of Values.

C. Schedule Submittals

1. Submit initial schedules as Post Award Information as required in Document 00200-Instructions to Bidders. After review, resubmit required revised data within 10 days.
2. Submit revised Progress Schedules as specified below with each Application for Payment.
3. Submit the number of opaque reproductions that Contractor requires, plus 3 copies that will be retained by the Project Consultant and Owner.

D. Distribution of Schedule:

1. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

1.4 CONSTRUCTION SCHEDULES

A. Quality Assurance:

1. Scheduler: Provide a scheduling specialist (from either the Contractor's own staff or as a consultant to the Contractor) specializing in CPM with experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed printout within 72 hours of request.

B. Format:

1. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with the applicable identification number.
2. Diagram Sheet Size: 30 inches high x width required.
3. Scale and Spacing: Allow for notations and revisions.

C. CPM Schedules:

1. Prepare network analysis diagrams and supporting mathematical analyses based upon information provided by Contractor using "Primavera Project Planner" by Primavera Systems, Inc.
2. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
3. Illustrate complete sequence of construction by activity, identifying work within each major building area, wing, site area, project phase or other uniform breakdown of the Work.
 - (a) Provide dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provisions for testing.
 - (b) Provide legend for symbols and abbreviations used.
 - (c) Provide between 500 and 2500 activities in precedence format.
 - (d) Allow no single activity to exceed, in days, ten percent of the total project duration.
4. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identifying for each activity:
 - (a) Activity identification number.
 - (b) Preceding and following event numbers.
 - (c) Activity description.
 - (d) Estimated duration of activity.
 - (e) Earliest start date.
 - (f) Earliest finish date.
 - (g) Actual start date.
 - (h) Actual finish date.
 - (i) Latest start date.
 - (j) Latest finish date.
 - (k) Total and free float; float time shall accrue to Owner and to Owner's benefit.
 - (l) Percentage of activity completed.
 - (m) Responsibility.
5. Analysis Program: Capable of accepting revised completion dates and recomputation of all dates and float.
6. Required Sorts: List activities in sorts or groups:
 - (a) By work item or event number from lowest to highest.
 - (b) By amount of float, then in order of early start.
 - (c) By responsibility in order of earliest possible start date.
 - (d) In order of latest allowable start dates.
 - (e) In order of latest allowable finish dates.
 - (f) Listing of basic input data that generates the report.
 - (g) Listing of activities on the critical path.
 - (h) Coordinate contents with Schedule of Values in Section 01290.
7. Dates for Submission and Review: Designate in the CPM the dates for submission to Project Consultant and review completion dates needed for shop drawings, product data,

and samples to maintain the project schedule. Note: Refer to Section 01330-Submittal Procedures, Article 1.14.B, for Project Consultant's review time.

D. Submittals:

1. Submit first Construction Schedule for review after the approval of the Initial Schedule specified above and not later than 5 days prior to the Contractor's first Application for Payment.
 - (a) Schedule: Comprised of a complete network analysis consisting of network diagrams and mathematical analysis.
 - (b) Include written certification that mechanical, electrical and other major subcontractors have reviewed and accepted proposed schedule.
2. Submit updated network schedule with each Application for Payment accurately depicting progress to date of application; and whenever major schedule elements fall 2 weeks behind original schedule. Monthly schedule submittals shall include:
 - (a) Monthly Bar Chart Update:
 - (b) A bar chart comparing current progress to the most recently approved target schedule.
 - (c) Sort the chart by area, Early Start Date, and show the activity identification description, Remaining Duration Total Float, and percentage complete.
 - (d) Submit on 8-1/2 inch by 11 inch paper.
 - (e) Task Summary Report:
 - (f) A summary bar chart showing current and target schedule. A tabular portion of the bar chart shall show the early start dates, early finish dates, remaining duration and percentage complete.
 - (g) Tabular Reports:
 - (h) Schedule Report: List the current status of all activities, sorted by activity number from lowest to highest by area, phase or other breakdown.
 - (i) Total Float Report: List all uncompleted activities sorted by total float, then by early start date.
 - (j) Initial S-Curves:
 - (k) An S-Curve of Early and Late Dates including the costs of all tasks that total to the contract price.
 - (l) Prepare on 8.5 inch x 11 inch paper.
 - (m) Updated S-Curves: Update S-Curves in graphic and tabular format showing costs of all items which total to the total dollar sum of the Work and estimated cash draw downs by month and cumulatively over the life of the Project. See related requirements for graphs as required by Document 00700-General Conditions, Article 9 and Section 01290 - Payment Procedures. Include one S-curve representing the approved baseline schedule and, along side it, the curve representing the actual value of the Work completed to date, plus the Contractor's projected expenditure curve for the remainder of the Project.
3. Submit complete schedule and updates on CD-Rom format accompanied by 3 opaque reproductions.
 - (a) Comply with electronic media requirements specified for Section 01780-Closeout Submittals.
 - (b) Ensure submittal of complete information and media.
4. Submit under provisions specified in Section 01330-Submittal Procedures.

E. Review And Evaluation:

1. Project Consultant and Owner will review network diagrams and analysis and provide comments thereon.
2. Participate in joint review and evaluation of network diagrams and analysis with Project Consultant at each submittal if requested by Project Consultant.
3. Evaluate project status to determine work behind schedule and work ahead of schedule.
4. After review, revise as necessary as result of review, and resubmit within 5 days.

F. Updating Schedules:

1. Maintain schedules to record actual start and finish dates of completed activities.
2. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
3. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
4. Indicate changes required to maintain Dates of Substantial and Final Completion
5. Submit sorts required to support recommended changes.
6. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

G. Distribution of Schedule:

1. Distribute copies of reviewed schedules to project site file, subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors or the Owner's forces.

1.5 CONSTRUCTION PROGRESS REPORTING

A. Contractor's Daily Log

1. Maintain a daily log of project activity including, but not limited to:
 - (a) Hours on the project site.
 - (b) Weather conditions (including a summary of changing conditions through the day).
 - (c) Daily construction activity.
 - (d) Number of workers in each trade on site (and the duration of their stay).
 - (e) Number of journeymen and certified journeymen on site for each trade.
 - (f) General observations.
 - (g) Written and verbal directives to the Contractor.
 - (h) Visits of governmental officials.
 - (i) Visits by the Project Consultant.
 - (j) Visits by the Owner.
 - (k) Inspections by BCI (or other jurisdictional authority for work in right-of-ways or outside the Owner's property line).
2. Make log immediately available on site to the Project Consultant, Owner, BCI Inspectors and other jurisdictional authorities.

B. Contractor's Weekly Progress Report

1. Summarize Daily Log on Document 01320a-Weekly Progress Report. Include reports from subcontractors.
2. Weekly Report Submittals:
 - (a) Deliver 5 copies of Document 01320a-Weekly Progress Report to the Project Consultant at the end of each week.
 - (b) Attach a copy of the Contractor's daily log to each copy of Document 01320a-Weekly Progress Report submitted.
3. Submit under provisions of Section 01330.
4. Submit 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 01290-Payment Procedures.

C. Special Reports:

1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report to Project Consultant and Owner
 - (a) List chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information.
 - (b) Advise the Owner and Project Consultant in advance when such events are known or predictable.
2. Submit special reports to the Project Consultant and the Owner within one day of an occurrence. Submit copies of the report to other entities that are affected by the occurrence.
3. Reporting Accidents: Prepare and submit reports of significant accidents on the project site or anywhere else the Work is in progress.
 - (a) Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.6 PROJECT CONSULTANT'S OBSERVATIONS

- A. The Project Consultant will make weekly visits to the Work and make observations of the progress of the Work as required elsewhere in the Contract Documents:
- B. The Project Consultant will:
1. Prepare and distribute Document 01320b-Periodic Observation Report to the Contractor, Owner and other concerned parties after each visit to the Site.
 2. Prepare and distribute Document 01320c-Non-Conforming Work Notice, to the Contractor, Owner and other concerned parties when deficient or otherwise non-conforming Work is discovered during visits to the Work.
 3. Take appropriate follow-up actions as required by the Contract Documents to facilitate the continuing progress of the Work and its conformance to the requirements of the Contract Documents.
 4. By performing reviews and providing approvals, making recommendations, providing comments and/or the like, the Project Consultant and it's representatives and/or consultants, shall not assume the contractual responsibility and professional liability, in whole or in part, for any design and/or contract documents prepared by Contractor's Architect, Engineer, contractor, sub-contractor or others.

1.7 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of Work.
- B. Employ professional commercial photographer acceptable to the Project Consultant, to take construction record photographs periodically during the course of work. Photographer shall be a firm or individual of established reputation who has been regularly engaged as a professional photographer for not less than 2 years. Provide 2 references for which the photographer has performed work of similar nature during the preceding 12 months.
- C. Release of Photographs: Photographs shall not be released to parties other than the Owner and Project Consultant without the Owner's permission.
- D. Take photographs 3 days prior to each application for a payment, and as follows:
1. Existing site and facility (both interior and exterior) conditions prior to the start of the Contractor's activities.
 2. Site Clearing.
 3. Site Utilities.

4. Excavations.
 5. Foundations.
 6. Structural framing.
 7. Enclosure of building.
 8. Final completion.
 9. Finished exterior and roofing work.
 10. Monthly work progress of interior spaces.
 11. Landscape progress.
 12. Final Completion.
 13. As necessary to supplement Contractor's Daily or Monthly Reports.
 14. As necessary to document Change Proposals and/or facilitate other communications regarding the Work.
 15. Provide 4 cardinal views monthly, until date of Substantial Completion.
 16. Consult with Project Consultant for views required.
- E. Prints:
1. Full color.
 2. Paper Surface (Color): Smooth, glossy.
 3. Contrast (Color): High.
 4. Size: 8 inch x 10 inch; mounted for binder and tabs.
 5. Identify each print on reverse side. Identify:
 - (a) Project Name.
 - (b) Project number
 - (c) Applicable phase
 - (d) Orientation of view
 - (e) Date and time of view
 - (f) Name and address of photographer
 - (g) Photographer's numbered identification of exposure.
- F. Electronic Media:
1. In addition to the prints, submit photos on CD-Rom, in color, JPEG Image Format, high resolution, reproducible, with minimum screen area pixel density of 1028 x 768.
- G. Technique
1. Provide factual presentation.
 2. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- H. Quantities Required:
1. Photograph the Work from different views to show degree of completion of progress as well as unusual or special construction procedures. Submit minimum of 36 photographs showing different views, 3 copies of each view, for each application for payment.
- I. Photography Submittals
1. Deliver prints and CD-Rom with each Application for Payment with transmittal letter specified under Section 01330-Submittal Procedures.
 2. Deliver prints not required for an Application for Payment 3 days after exposure with transmittal letter specified under Section 01330.
 3. Project Closeout: Contractor shall submit a CD-ROM with all project Photos, refer to Section 01780-Closeout Submittals.
- J. LEED for Schools Documentation:
1. Construction Documentation: Six photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed,

documenting implementation of the indoor-air-quality management measures, such as protection of ducts and on-site stored or installed absorptive materials. Refer to Section 01320-Construction Documentation and Section 01352-LEED for Schools Requirements for additional requirements.

1.8 CONSTRUCTION AERIAL PHOTOGRAPHS

- A. Provide aerial photographs of the site taken on or about the cutoff date for each scheduled Application for Payment or as otherwise required by the Owner.
- B. Employ professional commercial aerial photographer acceptable to the Project Consultant, to take construction record photographs periodically during the course of work. Photographer shall be a firm or individual of established reputation who has been regularly engaged as a professional aerial photographer for not less than two years. Provide two references for which the aerial photographer has performed work of similar nature during the preceding 12 months.
- C. Release of Photographs: Photographs shall not be released to entities other than the Owner and Project Consultant without the Owner's permission.
- D. Provide aerial photographs with each monthly application for payment and as follows:
 - 1. Existing site prior to the start of Contractor operations.
 - 2. Site clearing.
 - 3. Excavations.
 - 4. Foundations.
 - 5. Utilities.
 - 6. Structural framing.
 - 7. Enclosure of building.
 - 8. Landscaping.
 - 9. Substantial and Final Completion of a major phase or component of work.
- E. Electronic Media:
 - 1. In addition to the prints, submit photos on CD-Rom, in color, JPEG Image Format, high resolution, reproducible, with minimum screen area pixel density of 1028 x 768.
- F. Costs of aerial photographer:
 - 1. Pay costs for specified photography and prints.
 - 2. Parties requiring additional photography or prints authorized by the Owner will pay photographer directly.
 - 3. Additional Photo Missions/Views/Prints: From time to time the Owner or Project Consultant may issue requests for additional photo missions/views/prints, in addition to periodic photo missions/views/prints specified. Additional requirements will be paid to the Photographer directly by the Owner or Project Consultant.
 - (a) The Project Consultant will give the photographer 3 working days notice where feasible.
 - (b) In emergency situations, the photographer shall take additional photographs within 24 hours of the Project Consultant's request.
 - 4. Additional Prints, when requested by the Project Consultant and approved by the Owner, shall be provided at prevailing local commercial prices to designated parties. The designated parties, in each case, shall pay the photographer directly for such prints.
- G. Prints
 - 1. Provide 5 full color prints of each view.
 - 2. Paper: Single Weight, Commercial Grade. Finish shall be: Glossy.

3. Size: 8 inch x 10 inch mounted in 8 1/2 inch x 11 inch, top loading, heavy-duty mylar sheet protectors.
 4. Identify each print on reverse listing:
 - (a) Name of Project
 - (b) Project Number.
 - (c) Orientation of view
 - (d) Date and Time of Exposure
 - (e) Name and Phone Number of Photographer
 - (f) Photographer's numbered identification of exposure.
 - (g) Contractors Name
- H. Technique:
1. Provide factual presentation
 2. Photographs shall be taken during good weather conditions with adequate lighting. Photographs with cloud shadows on the primary target shall not be acceptable.
 3. Provide correct exposure of film using shutter speed appropriate to the task of stopping action and lens aperture setting to eliminate soft focus at the edges of negatives. Maximum depth of field and critical focus is required to produce images with high resolution and contrast to show maximum detail with minimum grain. A lens corresponding to the film format that will control optical distortion shall be used.
- I. Aerial Views and Quantities Required:
1. Photograph the work from a minimum of 3 different directions (views) as approved by the Project Consultant with vantage points to best show the entire site and detailed close-ups, status of construction and progress since taking the previous photographs. Unless requested otherwise, take all monthly photographs from the same direction and altitude.
 2. The altitude and angle of view selected by the aerial photographer will be such that the image captured will include and emphasize the entire site while eliminating, as much as possible, excessive amounts of foreground, background and especially horizon and sky.
- J. Photography Submittals:
1. Deliver 5 prints of each view with each Application for Payment with transmittal letter specified under Section 01330.
 2. Deliver prints not required for an Application for Payment 3 days after exposure with transmittal letter specified under Section 01330.
 3. At Project Closeout, Contractor shall submit a CD-ROM with all Project Photos, refer to Section 01780-Project Closeout Submittals.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01320a (01 32 26)-Weekly Progress Report

To:

(Project Consultant)

Report

No.:

Date:

Project No:

Project Title:

Facility Name:

Location No:

(One Weekly Report per form)

Contract Completion

Date/Time:

Date Construction Started:

Revised Completion Date:

Percent of Time Used:

Is Project on Schedule:

☐ Yes ☐ No

Approved Time Extensions:

Contract Completion Date/Time:

Percent of Project Completion:

Days Elapsed:

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 Manager/Owner



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01320b (01 32 29)-Periodic Observation Report

To:

(Owner's Project Manager)

Project No:

Project Title:

Facility Name:

Location No:

Report No.:

Date:

Time:

☐ AM ☐ PM

Superintendent Present:

☐ Yes ☐ No

Record Doc's Updated:

☐ Yes ☐ No

Proper Job Trailer Postings:

☐ Yes ☐ No

Weather

☐ Clear
☐ Overcast
☐ Rain
☐ Windy

Site Conditions

☐ Hot
☐ Warm
☐ Cold
☐ Other:

☐ Clear ☐ Dusty
☐ Muddy ☐ Other:
Temperature Range: _____
Wind From: _____

Day

☐ Mon. ☐ Fri.
☐ Tues. ☐ Sat.
☐ Wed. ☐ Sun.
☐ Thur.

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

☐ Yes ☐ No

☐ Used ☐ Idle

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

Workforce:

Total Workers Present:

Trades:

Foremen:

Journeyman:

Apprentices:

Helpers:

Other Contractors on Site:

Non-Conforming Work Notices Issued:

Provide copies of Nonconforming Work Notices.

Remarks/Concerns:

Distribution:

By: (Signature)

Title:

Contractor
Project Files



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01320c (01 32 46) Non-Conforming Work Notice

To:

(Contractor)

Notice No.: _____ Date: _____

Project No:

Project Title:

Facility Name:

Location No:

(One Notice per form)

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 ☐ Subconsultant

SECTION 01321 (01 32 16)

CONSTRUCTION SCHEDULE CRITICAL PATH METHOD (CPM)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Schedule.
- B. Determination of Final Construction Schedule.
- C. Initial Input Data and Update.
- D. CPM Activities Required.
- E. Activity Code.
- F. Schedules.
- G. Graphic Reports.
- H. Tabular Reports.
- I. Narrative Report.
- J. Sequence Bound Reports.

1.2 RELATED SECTIONS

- A. Section 01200 - Progress Meetings.
- B. Section 01290 - Payment Procedures.
- C. Section 01310 - Project Management and Coordination.
- D. Section 01320 - Construction Progress Documentation.
- E. Section 01340 - Shop Drawings, Product Data, and Samples.

1.3 CONSTRUCTION SCHEDULE

- A. Refer to Section 01320-Construction Progress Documentation.
- B. The Contractor shall be responsible for creating a CPM baseline schedule and monthly update as specified. The schedule shall be created on Primavera Project Planner Version 2.0 Windows, Microsoft Project, or Sure-Trak version 2.0 Windows project management software or their latest software version capable of meeting the criteria as specified. Provide a backup copy diskette to the Project Consultant for the Owner's use. Baseline schedule and updates shall separately identify labor, material, and equipment.

- C. Within 30 days of Notice of Award, prepare and submit to Project Consultant and the Owner a proposed construction schedule for review. No payments shall be made to Contractor until said schedule has been submitted and approved.
- D. Schedule Approval:
1. The form and content of the schedule and reports prepared shall be subject to the approval of the Project Consultant and the Owner.
 2. Said approval relates only to complying with scheduling specifications and not to construction means and methods.
 3. Contractor's invoices shall not be processed until baseline schedule and current update are approved.
 4. Schedules and durations of any activities and labor efforts required to complete activities and labor efforts shall have the agreement of the appropriate following, but not limited to, electrical, mechanical, plumbing, structural, plastering, or fire alarm subcontractors.
 5. The baseline schedule shall be signed by each of the aforementioned subcontractors indicating agreement with the durations.
 - (a) Those listed subcontractors shall be also required to sign the most current schedule update starting 1 month before their mobilization on the job site, indicating their agreement or disagreement with that current updated schedule.
 - (b) Failure of a subcontractor to agree with this schedule shall serve as notice to the Contractor of potential schedule difficulties.
 - (c) Under no circumstances shall the disagreement by a subcontractor be cause for excusable or compensatable delay for the Contractor. The full responsibility for completing the project on time remains with the Contractor.
- E. Critical Activity Flags/Milestones:
1. Contractor shall identify project flags or milestones occurring at the completion of significant events including, but not limited to, BCI or other inspections, completion of major systems or assemblies, or substantial or partial completion dates for each area.
 2. Flags shall occur at appropriate intervals of approximately each month.
 3. The flags shall be located on the critical path and be incorporated into the baseline, all targets, and the current schedule.
 4. A flag for Contract Award shall have an Activity ID of 00040V.
 5. Each succeeding flag shall increment the last two digits by one.
 6. No flag shall have an activity ID higher than 00099V.
 7. Flags shall be the first grouping to appear on any schedule layout.
- F. Resource Dictionary:
1. Resource crews shall be loaded into the resource dictionary by CSI divisions.
 2. Each trade crew shall be identified by a CSI related crew code consisting of the first 3 digits of the appropriate CSI code for the work being performed.
 3. The type of resource shall be identified as follows, LAB = Labor, MAT = Material, and EQU = Equipment. (I.e., 010LAB for General Conditions, 022LAB for Earthwork, 033LAB for Concrete, etc.)
 4. Each resource crew or equipment type shall have reasonable resource limits as established by the appropriate subcontractor as to the normal and maximum number of resources available per day (Labor = Person days, Material = Units, Equipment = Units). Resource budgeted quantities and units per day shall be established for each task and each resource set, as a driving resource so the duration of the task is dependant on the quantities assigned.
 5. A forward leveled resource run shall be required for baseline acceptance, proving the defined resources can complete the project/phases at the required time.
 6. The Contractor's superintendent shall use resource-loading reports to insure appropriate numbers of subcontractor personnel are available as work progresses on the project.

G. Cost Accounts:

1. Cost Account Numbers may be established using the appropriate 5-digit CSI number and a cost category code (L=Labor, M=Material, E=Equipment, O=Other). A file containing acceptable CSI codes is included in the available sample project diskette.

H. Activity Codes:

1. The following table identifies the Board's required activity codes. The Contractor may use additional codes for its own requirements.

(a)	ACTIVITY ID#	NAME	LENGTH	DESCRIPTION
(b)	1	CSI	3	CSI Code
(c)	2	STEP	2	Increment to make CSI Unique.
(d)	3	BLDG	1	Building/Area
(e)	4	SUBA	4	Sub Area/Floor
(f)				
(g)	ACTIVITY CODE#	NAME	LENGTH	DESCRIPTION
(h)	1	PHAS	1	Phase
(i)	2	DIV	2	CSI Division
(j)	3	PROJ	8	SBBC Project Number
(k)	4	RESP	2	Responsible Party
(l)	5	CRIT	1	Critical Flag or Milestone
(m)	6	TYPE	1	Task Type

I. Schedule Content:

1. Whenever there is a logical inconsistency in the schedule content, such as insufficient resources to complete tasks within the allotted time, mandatory date constraints that override logical constraints, out of sequence progress, etc., correct the schedule to eliminate the inconsistency.
2. All imposed constraints shall be explained by a log entry in the appropriate task.
3. All tasks shall be scheduled as early as possible unless specific tasks are required to be scheduled otherwise.

1.4 DETERMINATION OF FINAL CONSTRUCTION SCHEDULE

A. Contractor shall identify on the schedule:

1. Any consideration given for working other than normal working hours.
2. Schedule impacts due to school operation.
3. Work required by others that impact the Contractors efforts.

B. Any such impacts shall be approved in writing by the Owner.

1.5 INITIAL INPUT DATA AND UPDATE

A. Provide initial input data and update monthly to Project Consultant relating to actual work activities accomplished for forecasting future work activities and durations.

1. Report problem areas to Project Consultant, including current, unresolved or anticipated delay factors and impact on other activities and what control steps are being taken or planned.
2. Review monthly progress and recommend ways to improve schedule or anticipate delays and safety problems.
3. Inform and update participants of revisions to construction schedule.
4. Submit revised schedule each month concerning future construction activities.
5. All reports submitted to the Owner, except logic reports, shall be printed on 8.5 inch x 11 inch paper and bound into a completed report with cover page identifying project number, project description, school name, and Contractor according to Article 1.12 this section.

6. The bound report, shall be submitted in support of the Contractor's requisition for payment, shall include:
 - (a) Contractor's narrative report.
 - (b) Copy of Contractor's requisition for payment.
 - (c) All required scheduling reports.

1.6 CPM ACTIVITIES REQUIRED

- A. CPM schedule shall contain between 500 and 2500 activities, including submittal/approval/fabrication tasks and shall account for the entire duration of the allocated Contract time. Early completion shall not entitle Contractor to acceleration.
 1. The Owner may require the addition of up to 100 tasks into the schedule and reports in addition to the tasks that are the responsibility of the Contractor.
 2. Activities relating to the projects total duration, such as General Conditions or supervision, shall be established, as a hammock type so earned value shall always equate to percentage completion of the entire project.
 3. Each updated schedule shall be displayed in Contractor's Field office in monthly update bar chart format according to Article 1.9 A.4 this section.
 4. Adjustments to phasing requirements shall be reflected in subsequent schedule updates, at no cost to the Board.
 5. The baseline schedule and all monthly updates shall delineate a continuous critical path, through detail construction work items, from the data date to the completion of the project.
- B. Schedule long lead time and special fabrication items and provide appropriate selection codes incorporated into each item to include, as a minimum, the following categories:
 1. Submittal.
 2. Approval.
 3. Fabrication/Delivery.
 4. Installation.
- C. Code each task to allow selection for preparation of or exclusion from any given set of reports. All reports after the initial reports shall have the submittal, approval, and fabrication tasks segregated from the installation tasks, at the discretion of the Board.
- D. Installation tasks shall be cost loaded to include the cost of equipment (RESOURCE code = xxxEQU), cost of materials (RESOURCE code = xxxMAT), installed and cost of labor (RESOURCE code = xxxLAB).
 1. The person hours required to complete the task shall be inserted as budgeted quantity (Resource Code = xxxLab) and the units per time period and driving resource shall be completed.
 2. The costs are the Owner's costs and shall tie to the schedule of values approved by CSI Divisions.
- E. Schedule all BCI tasks and tasks identifying the production monthly reports.
- F. Schedule task to have a maximum original duration of 20 days except for procurement tasks that may be 30 days without including a follow up task.
- G. Schedule tasks identifying the production of monthly updating reports.
- H. Schedule tasks in working days (5 working days per week) and in precedence format.
- I. Include verbs in task descriptions to describe the action taken. For example, use "Install lighting fixtures" instead of "Light fixtures".

1.7 ACTIVITY (TASK) CODES

- A. Code each tasks to minimally define (See Article 1.3 G this section):
 - 1. Area of Work.
 - 2. Applicable CSI division.
 - 3. Party responsible for performing.
 - 4. Area of work including building and floor, if applicable.
 - 5. Phase of project as defined by specifications.
 - 6. Task type, identifying:
 - (a) Submittals.
 - (b) Approvals.
 - (c) Fabrication/Delivery.
 - (d) Installation.
 - (e) Administrative.
 - (f) Other.
 - 7. Critical Flags and Milestones (see Article 1.3 D this section).

1.8 SCHEDULES

- A. Designate the approved submitted schedule as the baseline schedule. Produce a schedule that is updated monthly and referred to as the current schedule. Show in a single report, the baseline and current schedules (see Article 1.09 A.4 this section).
- B. Each update shall include identification of the actual start and actual finish dates and remaining duration of all tasks started.
- C. Each approved Change Order shall be reflected in the current schedule and shall update the previous baseline or target schedule. For example, Change Order 1 when reflected in the baseline shall create Target 1 (updated baseline including Change Order 1), Change Order 2 shall create Target 2, et cetera.
- D. Reports requiring comparison between the current schedule and target (updated baseline) shall use the most recent target schedule unless directed otherwise.
- E. Primavera's 4-digit project name shall be supplied to Contractor by the Board for both the baseline and current schedules. These names shall remain consistent throughout the life of the project. Each target and each monthly update of the current schedule shall be backed up on CD-Rom format and appropriately labeled and retained until completion of the project and final payment. Supply a copy of each diskette on a monthly basis to the Owner monthly, with the Application for Payment. The application number and data date shall be inserted in the "Number/Version" field in this format: 01-04/15/02.
- F. Each monthly update shall be reviewed for "out of sequence progress" and if logic errors exist, they shall be corrected either by physical adjustment, or by using "progress override" method of scheduling.

1.9 GRAPHIC REPORTS

- A. Reports shall be by area and sub area of work. In addition to the reports specified below, the Owner may request a special report(s) to clarify the status of work or logic of construction.
 - 1. Baseline Network Logic Report:
 - (a) Show all tasks grouped by area, including task number, description, original duration, early start and finish, and total float. This report shall be required to review the underlying logic sequence and dependencies of the various tasks. A similar report is required for each proposed change order to determine the change order's impact.

- (b) Prepare on 24 inch x 36 inch paper.
2. Detailed Time Logic Chart (if required by Project Consultant):
 - (a) Initial Detailed Time Logic Chart grouped by area showing:
 - (b) Activity numbers.
 - (c) Description of activity.
 - (d) Total float.
 - (e) Duration.
 - (f) Prepare on 24 inch x 36 inch paper.
3. S-Curves: Refer to Section 01320-Construction Progress Documentation
4. Monthly Update Bar Chart:
 - (a) A bar chart comparing current progress to the most recently approved target schedule.
 - (b) Print on color printer or adjust Primavera grayscale so all shades are readable and meaningful.
 - (c) Sort the chart by area, early start date, and show the activity ID, original duration, percent complete, total float, baseline late finish, current early finish, budgeted cost, earned value in the tabular portion, and activity description in the bar portion.
 - (d) Prepare on 8.5 inch x 11 inch paper.

1.10 TABULAR REPORTS

- A. Samples of required reports for a hypothetical construction project using the Primavera Project Planner software are provided at the end of this section. The submitted reports shall be similar to these samples.
- B. Furnish the following reports as initial reports from the baseline schedule and with each required payment request from the current schedule. Unless otherwise specified or revised by the Owner organize reports by area of activity and sub-sorted by early start date.
 1. Schedule Report:
 - (a) List the current status of all activities, sorted by activity number from lowest to highest and not by area.
 - (b) Prepare on 8.5 inch x 11 inch paper.
 2. Total Float Report:
 - (a) List all uncompleted activities sorted by total float and then by early start date.
 - (b) Prepare on 8.5 inch x 11 inch paper.
 3. Earned Value by CSI/Task:
 - (a) Show the total budget and earned amounts this period and to date for each task. Payment requests shall be verified from this report. Amounts shall correspond to the Schedule of Value identified in General Conditions subparagraph 9.01.02. Report shall be organized by area unless otherwise requested.
 - (b) Prepare on 8.5 inch x 11 inch paper.
 4. Cost Summary by CSI Division:
 - (a) Show division, description, percent complete, construction amount, earned to date, earned this period, balance to complete, and retainage. Prepare on 8.5 inch x 11 inch paper.

1.11 NARRATIVE REPORT

- A. A narrative report shall be included in each bound report and submitted with each payment requisition.
- B. The purpose of the narrative report shall be to accurately inform the Owner of the current status of the project, any future anticipated problems, delaying factors, and explanation of any corrective actions taken or proposed to mitigate the problems or delays.

- C. If the initial run of any monthly update of the schedule results in negative float, (delay in projected completion date of any phase or final completion) and the project delay can be mitigated by adjusting the schedule through changes in logic or reducing durations of critical items, Contractor may make those changes before the submission of schedule reports provided:
1. A detailed explanation of the amount of negative float and schedule corrective action is included in the narrative report.
 2. Changes in duration are realistic and supportable by historic productivity and quantity analyses, if requested by the Board.
 3. Logic changes are consistent with standard industry practices.
 4. A copy of the original total float report, showing only those activities with negative float, shall be included in the volume of bound reports, along with the entire revised total float report.

1.12 SEQUENCE OF BOUND REPORTS

- A. Bound reports presented in support of a requisition for payment shall be inserted in the following sequence:
1. Cover page identifying project location, project number, Contractor, requisition number, date.
 2. Narrative report.
 3. Requisition summary.
 4. Monthly update bar chart.
 5. Total float report.
 6. Earned value by CSI.
 7. Schedule report.

END OF SECTION

SECTION 01330 (01 33 00)

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 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. Manufacturer's instructions.
- I. Manufacturer's certificates.
- J. Manufacturer's Field Reports.
- K. Miscellaneous Submittals.
- L. Project Consultant's Review

1.2 RELATED SECTIONS

- A. Section 01290-Payment Procedures.
- B. Section 01320-Construction Progress Documentation.
- C. Section 01340-Shop Drawings, Product Data, and Samples.
- D. Section 01770-Closeout Procedures.
- E. Section 01780-Closeout Submittals.
- F. Section 01572- LEED Requirements.

1.3 SUBMITTAL SCHEDULE

- A. Submit Submittal Schedule as a separate attachment to the initial Construction Schedule 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 the Submittal Schedule with the listing principal subcontractors and with the contents of the Project Manual.
 - 2. Prepare the Submittal Schedule 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 section numbers for adjacent or interfacing Work, activity or event number on the Construction Schedule, the scheduled date for the first submission, resubmissions, and the 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 shall be transmitted to the Project Consultant.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall contact the Project Consultant for the Project Consultant's preferred format for submittals so as not to delay turn around time.
- B. Prepare and review submittals prior to transmittal to the Project Consultant.
- C. 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. Submittal shall list specified number and new number.
- D. Coordinate each submittal with the requirements of the Work and the Contract Documents.
- E. Project Consultant's Review:
 - 1. Contractor's responsibility for errors and omissions in submittals shall not be relieved by the Project Consultant's review.
 - 2. Contractor's responsibility for deviations in submittals shall not be relieved by the Project Consultant's review of submittals unless the Owner and the Project Consultant give written acceptance of specific deviations.
- F. Notify the Project Consultant in writing, at time of submission, of deviations in submittals from the requirements of the Contract Documents. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the Completed Work. In the Project Consultants sole judgment, deviations may require submittal of Substitution Request.
- G. Partial Submittals: Obtain pre-approval in writing from the Project Consultant to review partial submittals concerning complex building systems or assemblies. Partial submittals without approval in writing by the Project Consultant will be returned to the Contractor without action.
- H. Do not begin Work, which requires submittals until return of submittals from the Project Consultant bearing the Project Consultant's stamp indicating acceptance of the submittal.

- I. Reproduce and distribute copies of approved submittals to pertinent parties.

1.5 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Document 01330a-Submittal 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 shall 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.
 13. Permanently affix in title block, name and license number of specialty engineer when documents are signed and sealed.

NOTE TO SPECIFIER: Make selection below to indicate the number of paper copies of LEED submittals.

- D. LEED Submittals: Comply with requirements specified in Division 01 Section-LEED Requirements.
 1. Submit LEED for Schools submittals in the following format:
 - (a) PDF electronic file.
 - (b) [Three] <Insert number> paper copies of LEED of Schools submittals, unless otherwise indicated.
- E. 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 Contractor's 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: Refer to paragraph 1.4 above.
- F. Schedule submittals to expedite the Project, and deliver to the business address of the Project Consultant.

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:
 - (a) The Facilities and Construction Management Department
 - (b) 1700 SW 14th Court
 - (c) Fort Lauderdale, FL 33312
- G. Coordinate submission of related items.
- 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 associated Subconsultants for meetings, consultations and reviews required on re-submittals after the first re-submittal until the rejection is removed. Charges shall be based on the Owner's actual costs and shall 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.

1.6 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.

1.7 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. Shop Drawings: Submit 1 correctable, reproducible transparency and 3 opaque reproductions, for each required Shop Drawing.
1. Identify each Shop Drawing with the following information placed on each drawing:
 - (a) Name of the facility.

- (b) Name of the project at the facility.
 - (c) Board's project number.
 - (d) Name of company submitting the Shop Drawing.
 - (e) Date of the drawing.
 - 2. Provide a blank space 6 inches wide by 4 inches high in the lower right corner of each Shop Drawing page for the Project Consultant's Shop Drawing Stamp.
 - 3. Shop Drawings shall:
 - (a) Provide on 24 inch by 36-inch sheets or 8-1/2 inch by 11 inch sheets.
 - (b) Provide accurately scaled drawings showing dimensions and noting which are based on field measurement.
 - (c) Identify materials and products shown.
 - (d) Indicate compliance with standards and special coordination requirements.
 - (e) Identify details by reference to sheet and detail numbers shown on the Contract Documents.
 - (f) 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 Submittal Procedures above and for Record Documents described in Section 01780-Closeout Submittals.

1.8 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 the Contractor requires, plus 3 copies, that shall be retained by the Owner.
- D. After review, reproduce and distribute in accordance with Article on Submittal Procedures above and for Record Documents described in Section 01780-Closeout Submittals.

1.9 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:
 - 1. Submit samples of finishes in the specified colors, textures and patterns.
 - 2. Where not specified, submit manufacturer's standard full range of colors, texture, and pattern.
- C. Submittal of Samples, Color Charts, Color Chips, or Color Samples for Selection and Coordination:

1. Submit 3 copies of all material color charts, color chips, or color samples within 60 days after start of construction to allow selection, color coordination, and final acceptance by Project Consultant. Material color charts, color chips, or color samples shall be manufacturer's full color range and standard sizes unless specified otherwise.
 2. Where architectural pre-cast or poured-in-place architectural concrete is required, submit at least 4 architectural concrete finish color and texture samples.
 3. Where exposed unpainted concrete masonry units are specified, submit at least 2 sets of masonry samples in manufacturer's full color range.
 4. Where roofing tiles or shingles are specified, submit at least 2 sets of finish colors and texture samples.
- D. Prints, samples, and color charts shall be at the expense of the Contractor.
- E. Submit all color selection materials for complete coordination of color scheme. No individual color selections will be approved before receipt of color.
- F. Include identification on each sample, with full project information as required above.
- G. Submit the number or samples specified in individual specification Sections; one of which will be retained by the Project Consultant.
- H. Color Selections:
1. Interior materials: Selection will not occur until all interior finish items are submitted by the Contractor to the Project Consultant.
 2. Exterior Materials: Selection will not occur until all exterior finish items are submitted by the Contractor to the Project Consultant.
 3. No extension of time or substitution of materials shall be granted as a result of the Contractor's failure to provide the Project Consultant with timely colors samples of finish materials.
- I. Reviewed samples which may be used in the Work are indicated in individual Specification Sections and shall be in undamaged condition when incorporated into the Work.

1.10 SUBMITTAL IDENTIFICATION

- A. Submit only 1 item or system per letter of transmittal properly identified to include the appropriate specification section and section paragraphs.
- B. When shop drawings, edited catalog cuts of components, product data, diagrams, or charts are submitted with more than 1 type of specified product, identify the particular item, including options, intended for use in the Work.
- C. Re-submittals shall be identified with original shop drawing number and followed with a dash (-) and a letter A, B, etc. corresponding to the re-submittal sequence.

1.11 SUBMITTAL COMPLETENESS

- A. Submit catalog sheets, product data, shop drawings, material samples, color chips, color charts, test data, and warranties at the same time for each item.
1. Submit shop drawings with appropriate data and with the Drawing identification mark numbers as shown, specified, or scheduled.
 2. Shop drawings without identification mark numbers or with incomplete performance information will not be reviewed until submission is complete.

1.12 PREPARATION

- A. Clearly mark each submittal to identify each appropriate product or model.
- B. Show performance characteristics and capacities.
- C. Show dimensions and clearances required.
- D. Show wiring or piping diagrams and controls.

1.13 IDENTIFICATION

- A. Identify details by reference to sheets and details, schedules, or room numbers as shown on Drawings.
- B. Manufacturer's standards, schematic drawings, and diagrams:
 - 1. Modify drawings and diagrams to delete information not applicable to the Work.

1.14 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.

1.15 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 data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but shall 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.

1.16 MANUFACTURER'S FIELD REPORTS

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

1.17 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, catalog cuts, product data, and samples before submission. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Construction Documents.
- B. Coordinate each submittal with requirements of the Work and of Construction Documents.

- C. Notify the Project Consultant, in writing at time of submission, of any deviations in submittals from requirements of Construction Documents.
- D. Shop drawings shall be stamped, approved, and signed by the Contractor before submittal to Project Consultant, otherwise shop drawings will be sent back to the Contractor without being processed by the Project Consultant.
- E. Do not ship apparatus or equipment from stock or fabricate until shop drawings have been reviewed and approved by Project Consultant.
- F. Always maintain and have available for reference a field copy of accepted shop drawings at the job site.

1.18 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, and quantitative records of actual work, damage surveys, and other similar data. None of the specified copies shall 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 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.

1.19 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 that 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 Contractor within 14 days. Where submittal shall 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. Partial Submittals: Refer to paragraph 1.4 above. The Project Consultant shall not review those submittals not approved by the Contractor.
- F. 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.
- G. 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.
- H. The Project Consultant, after review, will:
 - 1. Affix Project Consultant's stamp and initials or signature indicating approval or the requirements for re-submittal or review of the submittal.
 - 2. Return submittals to the Contractor.
- I. Any shop drawing and product submittals requiring more than two reviews by the Project Consultant due to incomplete or incorrect submittals, as determined by Project Consultant, shall be back charged to Contractor for costs incurred by the Board for the Project Consultant's additional services. Delays in approval of such submittals by the Project consultant shall not be grounds for extension of the Contractor's Contract Time.
- J. Certain submittals shall also be reviewed by SBBC. These shall be indicated on the Shop Drawings Schedule developed by the Contractor and approved by the Project Consultant and PM. Said submittals shall require a minimum 4 week review period. SBBC shall review the submittals and return 1 copy with comments to Project Consultant. One copy shall be retained 14 days following the Pre-Construction Meeting.
- K. Shop Drawing and product submittals shall not be considered vehicles to introduce substitutions.

1.20 BUILDING DEPARTMENT REVIEW

- A. It is mandatory that certain shop drawings be submitted to the Building Department. Visit the Building Department website and refer to the document that lists shop drawings that are mandatory to be submitted to the Building Department.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01330a (00 62 11)-Submittal Form

To:
(Project consultant)

Attn:
Project No:
Project Title:
Facility Name:
Location No:

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 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 01340 (01 33 23)

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section Includes: Shop drawings, manufacturer's catalog cuts, product data, samples, and attached Shop Drawing/ Catalog Cut Submittal form necessary to satisfy requirements specified.
- B. Related Sections:
 - 1. 01320-Construction Progress Documentation.
 - 2. 01321-Construction Schedule Critical Path Method.
 - 3. 01330-Submittal Procedures.
 - 4. 01330a-Submittal Form.
 - 5. 01610-Basic Product Requirements.
 - 6. 01700-Contract Closeout.
 - 7. 01745-Warranties.

1.2 DATES FOR SUBMISSION AND REVIEW

- A. Refer to Section 01320-Construction Progress Documentation.

1.3 SHOP DRAWINGS/MANUFACTURER'S CATALOG CUTS

- A. Shop Drawings: Submit 3 prints, for each required shop drawing.
 - 1. Identify each shop drawing with the following information placed on each drawing:
 - (a) Name of the facility.
 - (b) Name of project at the facility.
 - (c) Board's project number.
 - (d) Name of company submitting the shop drawing.
 - (e) Date of drawing.
 - 2. Provide a blank space 6 inches wide by 4 inches high in the lower right corner of each shop-drawing page for the Project Consultant's shop drawing stamp.
- B. Manufacturer's Catalog Cuts: Submit 8 copies of each catalog cut or 8 edited catalogs.
- C. The Shop Drawing/Product Data Submittal form shall be attached to each required Shop Drawing, manufacturer's catalog cut, or other product data.
- D. Submittal of Samples, Color Charts, Color Chips, or Color Samples for Selection and Coordination:
 - 1. Submit 3 copies of all material color charts, color chips, or color samples within 60 days after start of construction to allow for selection, color coordination, and final acceptance by Project Consultant. Material color charts, color chips, or color samples shall be manufacturer's full color range and of standard sizes unless specified otherwise.
 - 2. Where architectural pre-cast or poured-in-place architectural concrete is required, submit at least 4 architectural concrete finish color and texture samples.
 - 3. Where exposed unpainted concrete masonry units are specified, submit at least 2 sets of masonry samples in manufacturer's full color range.

4. Where roofing tiles or shingles are specified, submit at least 2 sets of finish colors and texture samples.
- E. Prints, samples, and color charts shall be at the expense of Contractor.
- F. Submit all color selection materials for complete coordination of color scheme. No individual color selections will be approved before receipt of all the colors.

1.4 SUBMITTAL IDENTIFICATION

- A. Submit only 1 item or system per letter of transmittal properly identified to include the appropriate specification section and section paragraphs.
- B. When shop drawings, edited catalog cuts of components, product data, diagrams, or charts are submitted with more than 1 type of specified product, identify the particular item, including options, intended for use in the Work.
- C. Re-submittals shall be identified with original shop drawing number and followed with a dash (-) and a letter A, B, etc. corresponding to the re-submittal sequence.

1.5 SUBMITTAL COMPLETENESS

- A. Submit catalog sheets, product data, shop drawings, material samples, color chips, color charts, test data, and warranties at the same time for each item.
 1. Submit shop drawings with appropriate data and with the Drawing identification mark numbers as shown, specified, or scheduled.
 2. Shop drawings without identification mark numbers or with incomplete performance information will not be reviewed until submission is complete.

1.6 PREPARATION

- A. Clearly mark each submittal to identify each appropriate product or model.
- B. Show performance characteristics and capacities.
- C. Show dimensions and clearances required.
- D. Show wiring or piping diagrams and controls.

1.7 IDENTIFICATION

- A. Identify details by reference to sheets and details, schedules, or room numbers as shown on Drawings.
- B. Manufacturer's standards, schematic drawings, and diagrams:
 1. Modify drawings and diagrams to delete information not applicable to the Work.
 2. Supplement standard information to provide information specifically applicable to the Work.

1.8 SAMPLES

- A. Submit samples of sufficient size and quantity to clearly illustrate:
 1. Functional characteristics of product, integrally related parts, and attachment devices.
 2. Full range of color, texture, and pattern.

1.9 FIELD SAMPLES AND MOCK-UPS

A. Refer to Section 01450-Quality Control.

1.10 CONTRACTOR'S RESPONSIBILITIES (refer to Section 01330-Submittal Procedures)

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SHOP DRAWING/CATALOG CUT SUBMITTAL

TRANSMITTAL NO.

DATE:

PROJECT:

CHECKED AND APPROVED FOR

SUBMISSION BY:

SBBC PROJECT NO.

ITEM:

CHECK ONE OF THE FOLLOWING:

SPECIFIED ITEM.

SUBSTITUTION*

SPECIFICATION SECTION AND PARA. NO.

CONTRACTOR:

CONTRACTOR'S PROJECT OR CONTRACT NO.

SUB-CONTRACTOR:

MANUFACTURER:

SUPPLIER:

MANUFACTURER'S CATALOG NO.

DRAWING NO.

***If Substitution, submittal shall include information required by the General Conditions. Attach sufficient pages to this form to fully respond to the requirements of the General Conditions.**

(RESERVE THE SPACE BELOW FOR DATE AND SHOP DRAWING REVIEW STAMPS)

ATTACH THIS PAGE TO EACH COPY OF THE SHOP DRAWINGS OR CATALOG CUTS.

SECTION 01350 (01 35 00)

SPECIAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 HURRICANE/STORM PRECAUTIONS

- A. Preliminary Preparations: Hurricane Season
 - (a) Discuss hurricane procedures at Progress Meetings.
 - (b) Designate the Superintendent as the Contractor's point of contact for hurricane preparedness activities.
 - (c) Coordinate with the Owner and cooperate with hurricane preparedness activities in pre-, trans- and post-storm periods.
 - 2. Rosters of Available Personnel:
 - (a) Ensure Contractor's Superintendent maintains a roster of names, addresses, and telephone numbers of:
 - (b) 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.
 - (c) Electricians, plumbers and other technicians necessary to secure the site before the storm and remobilize it afterwards.
 - (d) Ensure Contractor's 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 anchoring per Florida Building Code 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 shall 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 freewheel all tower cranes.
 - (g) Tower Cranes: Verify requirements for additional shoring or bracing with engineers and provide if necessary to withstand anticipated wind pressures.
 - (h) 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.

1.3 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 Building Code Inspector (BCI) 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) BCI'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 Representative (or other Owner designated project manager) for solution.
 3. Attend all pertinent construction conferences and meetings.
 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 Representative (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 Representative (or other Owner designated project manager) with recommendations.
 11. Facilitate the inspections of construction with the Owner's Representative (or other Owner designated project manager) at regular intervals and participate in inspections at substantial and final completion and provide the Owner's Representative (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.
 12. Refer all communications from School-based personnel that will occupy the Work to the Owner's Representative and the Manager, Facilities Projects assigned to the Project.
 13. Copy the Owner's Representative (and other Owner designated personnel) on all correspondence related to the Project.
 14. 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 Representative (or other Owner designated project manager) when he feels problems exist.
 15. Advise the Owner's Representative (or other Owner designated project manager) when he observes work being performed with unapproved submittals (Shop Drawings, Samples, Product Data , etc.) or without submittals when such submittals are required by the respective sections of the specifications.
 16. 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 Representative (or other Owner designated project manager).
 17. Check that Contractor is maintaining record notated documents of as-built conditions as required by the Contract Documents.
- C. 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.
- D. The Owner's Full-Time Project Representative shall not:
1. Get involved in disputes or problems between subcontractor and subcontractor.
 2. Get involved in disputes or problems between Contractor and subcontractor.

3. Offer gratuitous advice to Contractor and subcontractor 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 Representative (or other Owner designated project manager).
5. Order a work stoppage except in extreme emergencies affecting Life Safety.

1.4 PARTNERING

NOTE TO SPECIFIER: Contact Owner's Project Manager to determine if Partnering is applicable for this project. If not, delete this article.

- 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.
- C. Partnering is required for all contracts of Three Million Dollars (\$3,000,000) or more in construction value. The Contractor shall facilitate and provide, and the 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.
- D. The Contractor shall select, and the Owner shall approve, 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.
- E. The Contractor shall provide an initial partnering session immediately upon receipt of the Document 00550-Notice to Proceed, at a meeting facility separate from the project facilities including the services of the independent partnering firm, instructional and information materials, project issues listings, partnering agreement updates, refreshments, and appropriate facilities as approved by the Owner.
- F. The Contractor shall provide, as a minimum, quarterly (every three months) partnering sessions for the duration of the project, at the jobsite, including the services of the independent partnering firm, if required, instructional, and information materials, project issues listings, partnering agreement updates, refreshments, and appropriate facilities as approved by the Owner.
- G. Projects less than Three Million Dollars (\$3,000,000) in construction value, the Owner at Owner's sole discretion, may provide at Owner's expense facilitation of a partnering process similar to the foregoing at no additional cost to this contract. The Contractor agrees to

participate in the foregoing partnering sessions in the event the owner desires to facilitate partnering under this contract.

1.5 GROUNDBREAKING CEREMONY

NOTE TO SPECIFIER: Contact Owner's Project Manager to determine if Groundbreaking is applicable for this project. If not, delete this article.

- A. Groundbreaking Ceremonies are required for all new facilities. The Contractor shall be required to provide the following services and facilities:
1. Tent.
 2. Flooring, matting, or other adequate surface.
 3. 75-100 chairs (Verify with Project Consultant)
 4. Podium and microphone (with audio).
 5. 12 gold paint coated shovels.
 6. 12 new hard hats.
 7. Souvenirs / give-aways (optional).
 8. Refreshments (Non-Alcoholic) for reception following ceremony.
 9. Provide graphics and printing for invitations and programs for ceremony.
 10. Mailing list for invitations (to be merged and mailed by District).
 11. Receive invitation RSVPs in Contractor's Office.
 12. Chrome engraved shovel presented during ceremony for school's display.
 13. Project Consultant's rendering (for display at ceremony.)
 14. Project Consultant's descriptive scope of project for new release.
 15. Provide designated parking and security (if needed) for attendees.
- B. The Contractor shall commence coordination of the Groundbreaking Ceremony upon receipt of Document 00505-Notice of Intent to Award and/or Document 00510-Notice of Award, whichever occurs first, by contacting the Project Consultant and Project Manager. The Groundbreaking Ceremony shall occur during the Post-Award Phase near the time of the Preconstruction Meeting.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01352 (01 81 13)

LEED FOR SCHOOLS REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

NOTE TO SPECIFIER: *The options indicated in Paragraph A below must be selected to indicate whether the Project is going for a USGBC LEED Certification or if the Project is to comply with LEED requirements but without going for a certification (ie: "LEED Requirements Without Certification").*

- A. This Section is in compliance with F.S. 255.2575 Energy-efficient and sustainable buildings (for Public Property and Publicly Owned Buildings).
- B. Section includes general requirements and procedures for compliance with certain USGBC LEED for School prerequisites needed for Project to obtain **[LEED Requirements without Certification]** based on LEED for Schools 2009.

1.2 RELATED SECTIONS

- A. Divisions 01 through 17 Sections for LEED for Schools requirements specific to the work of each of these Sections. Requirements may or may not include reference to LEED for Schools.

1.3 DEFINITIONS

- A. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.
- B. LEED: Leadership in Energy & Environmental Design.
- C. Rapidly Renewable Materials: Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, rubber, straw, sunflower seed hulls, vegetable oils, or wool.
- D. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.
- E. Recycled Content: The recycled content value of a material assembly shall be determined by weight.
 - 1. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
 - 2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework,

regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

1.4 SUBMITTALS

- A. General: Submit additional LEED submittals required by other Specification Sections.
- B. LEED submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated LEED requirements.
- C. Project Materials Cost Data: Provide statement indicating total cost for materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for the following categories of items:
 - 1. Electrical.
 - 2. Furniture.
 - 3. Mechanical.
 - 4. Plumbing.
 - 5. Specialty items such as elevators and equipment.
 - 6. Wood-based construction materials.
- D. LEED Action Plans: Provide preliminary submittals not less than 10 days before the Pre-Construction meeting indicating how the following requirements will be met:

NOTE TO SPECIFIER: Select the option below in Subparagraph 1 if the recycled content is 20 percent or greater. Select the option below in Subparagraph 2 if the regional material content is 20 percent or greater.

- 1. Credit MR 4.1[and Credit MR 4.2]: List of proposed materials with recycled content. Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
 - 2. Credit MR 5.1[and Credit MR 5.2]: List of proposed regionally extracted and manufactured materials
- E. LEED for Schools Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED for Schools action plans.
 - 1. Credit MR 4.1 [and Credit MR 4.2]: Recycled content.
 - 2. Credit MR 5.1 [and Credit MR 5.2]: Regional materials.

NOTE TO SPECIFIER: The Submittals in Paragraph D below are required to verify compliance with the LEED for Schools Prerequisites and Credits should the Project be registered with the USGBC. Additional submittals required are specified in the Divisions 02 through 17 specification Sections.

- F. LEED for Schools Documentation Submittals:
 - 1. Credit EA 5: Product data and wiring diagrams for sensors and data collection system used to provide continuous metering of building energy-consumption during required performance period.

NOTE TO SPECIFIER: Retain first option in Subparagraphs 3 & 4 below if retaining 20 percent; delete if retaining 10 percent.

2. Credit MR 2.1 **[and Credit MR 2.2]**: Waste reduction progress reports complying with Division-1 Section "Construction Waste Management".
3. Credit EQ 3.1:
 - (a) Construction indoor-air-quality management plan.
 - (b) Product data for temporary filtration media.
 - (c) Product data for filtration media used during occupancy.
 - (d) Construction Documentation Photos: Refer to Section 01320-Construction Progress Documentation
4. Credit EQ 3.2:
 - (a) Report from testing and inspecting agency indicating results of indoor-air-quality testing and documentation showing compliance with indoor-air-quality testing procedures and requirements.
5. Credit MR 4.1**[and Credit MR 4.2]**: Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
6. Credit MR 5.1**[and Credit MR 5.2]**: Product data for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.
7. Credit MR 7: Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product.
8. Credit EQ 4: Product data for adhesives and sealants used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR59, Subpart D.
9. Credit EQ 4: Product data for paints and coatings used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D.
10. Credit EQ 4: Product data for products containing composite wood or agrifiber products or wood glues indicating that they do not contain urea-formaldehyde resin.

PART 2 PRODUCTS

2.1 RECYCLED CONTENT OF MATERIALS

NOTE TO SPECIFIER: Retain first option in paragraph below if retaining 20 percent; delete if retaining 10 percent. Select minimum percent of recycled content for the Project.

- A. Credit MR 4.1**[and Credit MR 4.2]**: Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of **[10] [20]** percent of cost of materials used for Project.
 1. Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
 2. Cost of pre-consumer recycled content of an item shall be determined by dividing weight of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.

NOTE TO SPECIFIER: Furniture may be used toward LEED for Schools Credit MR 3.1 through 7 if it is included consistently in calculations for all of them.

3. Do not include [furniture,] [plumbing,] mechanical and electrical components, and specialty items such as elevators and equipment in the calculation.

2.2 REGIONAL MATERIALS

NOTE TO SPECIFIER: Retain first option in paragraph below if retaining 20 percent; delete if retaining 10 percent. Select minimum percent of recycled content for the Project.

- A. Credit MR 5.1[and Credit MR 5.2]: Provide a minimum of [10] [20] percent of building materials (by cost) that are regional materials.

2.3 LOW-EMITTING MATERIALS

- A. Credit EQ 4: For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with VOC limits specified in individual sections.
- B. Credit EQ 4: For field applications that are inside the weatherproofing system, use paints and coatings that comply with the VOC limits specified in individual sections.
- C. Credit EQ 4: Do not use composite wood or agrifiber products or adhesives that contain urea-formaldehyde resin.

PART 3 EXECUTION

3.1 CONSTRUCTION ACTIVITY POLLUTION PREVENTION

- A. Prerequisite SS 1: Submit copies of the project drawings to document the erosion and sedimentation control measures implemented on the site.
- B. Provide confirmation regarding the compliance path taken by the project (NPDES Compliance or Florida Department of the Environment).

3.2 COMMISSIONING

- A. Refer to Section 01810-Commissioning.

3.3 REFRIGERANT REMOVAL

- A. Prerequisite EA 3: Remove CFC-based refrigerants from existing HVAC&R equipment indicated to remain and replace with refrigerants that are not CFC based. Replace or adjust existing equipment to accommodate new refrigerant as described in Division 15 Sections.
- B. Credit EA 4: Remove clean-agent fire-extinguishing agents that contain HCFCs or halons and replace with agent that does not contain HCFCs or halons. See Division 10 Section "Fire Protection Specialties" for additional requirements.

3.4 MEASUREMENT AND VERIFICATION

NOTE TO SPECIFIER: Retain one of the two options in the first paragraph below.

- A. Credit EA 5: Implement measurement and verification plan consistent with [Option B: Energy Conservation Measure Isolation] [Option D: Calibrated Simulation, Savings Estimation Method 2] in the EVO's "International Performance Measurement and Verification Protocol (IPMVP) Volume III: Concepts and Options for Determining Energy Savings in New Construction," and as further defined by the following:
 - 1. <Insert measurement and verification plan design team submitted for credit>.
- B. If not already in place, install metering equipment to measure energy usage. Monitor, record, and trend log measurements.
- C. Evaluate energy performance and efficiency by comparing actual to predicted performance.
- D. Measurement and verification period shall cover at least one year of post construction occupancy.

3.5 MATERIALS AND RESOURCES

- A. Prerequisite MR 1: Verify that areas designated as recycling collection areas have been provided, per contract requirements, to meet the needs of the project.

3.6 INDOOR ENVIRONMENTAL QUALITY

- A. Prerequisite EA 1: All Mechanical ventilation systems shall be installed in accordance with the minimum requirements of ASHRAE 62.1-2004, Sections 4 through 7 or the Florida Building Code whichever is more stringent.

3.7 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

- A. Credit EQ 3.1: Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."

NOTE TO SPECIFIER: Coordinate first subparagraph below with Division-1 Section "Temporary Facilities and Controls." Identify air handlers and associated return-air inlets authorized by Owner for use during construction period.

- 1. If Owner authorizes use of permanent heating, cooling, and ventilating systems during construction period as specified in Division-1 Section "Temporary Facilities and Controls," install filter media having a MERV per Division-15.
- 2. Replace all air filters immediately prior to occupancy.

- B. Credit EQ 3.2: [Comply with one of the following requirements:]

NOTE TO SPECIFIER: Retain one or more of three subparagraphs below. Retain option in paragraph above if retaining more than one subparagraph below. Project's mechanical engineer of record should verify that HVAC system design and equipment indicated are capable of delivering flush-out indicated. Provide HVAC system and equipment operating information necessary to achieve credit. If Project HVAC systems and equipment cannot suit requirement, consider requiring temporary systems and equipment.

1. After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out per Section 01354-Construction Indoor Air Quality Management.
2. If occupancy is desired prior to flush-out completion, the space may be occupied per Section 01354-Construction Indoor Air Quality Management.
3. Air-Quality Testing:
 - (a) Conduct baseline indoor-air-quality testing, after construction ends and prior to occupancy, per Section 01354-Construction Indoor Air Quality Management.

END OF SECTION

SECTION 01354 (SECTION 01 35 46)

CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Special requirements for Indoor Air Quality (IAQ) management during construction operations.
 - 1. Control of emissions during construction.
 - 2. Moisture control during construction.
- B. Procedures for testing baseline IAQ. Baseline IAQ requirements specify maximum indoor pollutant concentrations for acceptance of the facility.

1.2 RELATED SECTIONS

- A. Section 01810-Commissioning.
- B. Section 02070-Minor Demolition for Remolding.
- C. Section 02222-Building Demolition.

1.3 DEFINITIONS

- A. Definitions pertaining to sustainable development: As defined in ASTM E2114.
- B. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.
 - 1. Hazardous materials include: Pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.
- E. Interior Final Finishes: Materials and products that will be exposed at interior occupied spaces including flooring, wall covering, finish carpentry, and ceilings.

- F. Packaged Dry Products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet Products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.4 QUALITY ASSURANCE

- A. Inspections and Testing Lab Qualifications: Minimum of 5 years experience in performing the types of testing specified herein.
- B. Coordinate with Section 01740-Cleaning.

1.5 PRECONSTRUCTION MEETING

- A. Shall not occur without Indoor Air Quality Plan accepted by the Project Consultant and the Owner. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Project Consultant to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.

1.6 SUBMITTALS

NOTE TO SPECIFIER: Make selection below to suit Project.

- A. Indoor Air Quality (IAQ) Plan: Submit [3] <Insert number> copies of plan not less than 10 days before the Waste Management Pre-construction meeting, prepare and submit an IAQ Management Plan including, but not limited to, the following:
 - 1. Procedures for control of emissions during construction.
 - (a) Identify schedule for application of interior finishes.
 - 2. Procedures for moisture control during construction.
 - (a) Identify porous materials and absorptive materials.
 - (b) Identify schedule for inspection of stored and installed absorptive materials.
 - 3. Revise and resubmit Plan as required by Owner.
 - (a) Acceptance of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.
 - 4. Indoor Air Quality Plan must be accepted by the Project Consultant and Owner. Acceptance by Project Consultant and Owner does not relieve the Contractor of responsibility of compliance with applicable environmental regulations.
- B. Product Data:
 - 1. Submit product data for filtration media used during construction and during operation. Include Minimum Efficiency Reporting Value (MERV).
 - 2. Material Safety Data Sheets (MSDS): Submit MSDS for inclusion in Operation and Maintenance Manual for the following products. Coordinate with Section 01830-Operations and Maintenance.
 - (a) Adhesives.
 - (b) Carpet.
 - (c) Caulking and sealants.
 - (d) Cleaning products.
 - (e) Clear finish for wood surfaces.
 - (f) Fireproofing and firestopping.
 - (g) Floor and wall patching/leveling materials.

- (h) Insulating materials.
- (i) Lubricants.
- (j) Paint.

- C. Inspection and Test Reports:
 - 1. Moisture control inspections.
 - 2. Moisture content testing.
 - 3. Moisture penetration testing.
 - 4. Microbial growth testing.
- D. Submit documentation for LEED IAQ Management Plan, During Construction, Credit 3.1 compliance.

1.7 QUALITY ASSURANCE

- A. Coordinate with Section 01740-Cleaning.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- A. During construction operations, follow the recommendations in SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- B. HVAC Protection:
 - 1. Seal return registers during construction operations.
 - 2. Provide temporary exhaust during construction operations
 - 3. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
- C. Source Control: Provide low and zero VOC materials as specified.
 - 1. Smoking is prohibited inside the building and within 25 feet of building entrances once the building is closed. Provide signage on the site during construction that clearly states this requirement. Provide and locate designated smoking areas with extinguishing devices, at least 25 feet away from entries, outdoor intakes and operable windows.
- D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.
- E. Housekeeping: During construction, maintain project and building products and systems to prevent contamination of building spaces.

NOTE TO SPECIFIER: Make selection below to suit Project.

- F. Temporary Ventilation: Provide an ACH (air changes per hour) of **[1.5] [xxxx]** or more and as follows:

1. Provide minimum 48 hour pre-ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues. Provide a temperature range of 60 degrees F minimum to 90 degree F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by Project Consultant.
2. Provide adequate ventilation during and after installation of interior wet products and interior final finishes.

NOTE TO SPECIFIER: Make selection below to suit Project.

3. Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 as determined by ASHRAE 52.2 during construction **[and during Owner occupancy]**. Coordinate with work of Division-15, Heating Ventilating and Air Conditioning (HVAC).
- G. Scheduling: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
- H. Air Quality Testing: Refer to Division 15.

3.2 IAQ MANAGEMENT - MOISTURE CONTROL

- A. Housekeeping:
1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether of not inspections indicate satisfactory conditions.
1. Examine materials for dampness as they arrive. If acceptable to Project Consultant/Owner, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.

NOTE TO SPECIFIER: Make selection below to suit Project.

3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect **[weekly,] [after each rain event,] [xxxx]**.
 - (a) Where stored on-site or installed absorptive materials become wet, notify **[Project Consultant] [Owner]**. Inspect for damage. If acceptable to Project Consultant/Owner, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
4. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
5. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
 - (a) Air barrier: Verify air barrier is installed without punctures and/or other damage. Verify air barrier is sealed completely.

- (b) Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.
 - (c) Insulation layer: Verify insulation is installed without voids.
 - (d) Roofing: In accordance with ASTM D7186 Standard Practice for Quality Assurance Observation of Roof Construction and Repair
- 6. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
- 7. HVAC: Inspect HVAC system as specified in Section 01810-Commissioning.
- C. Schedule:
 - 1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
 - 2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air barriers, flashing, exterior sealants and roofing, at the earliest possible time.
- D. Testing for Moisture Content: Test moisture content of porous materials and absorptive materials to ensure that they are dry before sealing them into an assembly. Document and report results of testing. Where tests are not satisfactory, dry materials and retest. If satisfactory results cannot be obtained with retest, remove and replace with new materials.

NOTE TO SPECIFIER: Make selection below to suit Project.

- 1. Concrete: **[Moisture test prior to finish flooring application as specified in Division 09.] [Moisture test per one or more of the following; unless otherwise indicated, acceptable upper limits for concrete are < 4 percent top inch; < 85 percent headspace RH; <3 lbs/1000ft2/day:**
 - (a) ASTM D4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
 - (b) ASTM F1869 Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
 - (c) ASTM F2170 Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes.
 - 2. Wood: Moisture test per ASTM D4444-Standard Test Methods for Use and Calibration of Hand-Held Moisture Meters; unless otherwise indicated acceptable upper limits for wood products are < 20 percent at center of piece; < 15 percent at surface.
 - 3. Gypsum Board, Gypsum Plaster, Insulation, and other absorptive materials: Moisture test with a Pinless Moisture Meter to assess patterns of moisture, if any.
- E. Testing for Moisture Penetration:
 - 1. Windows: Test per ASTM E1105 Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference; unless otherwise indicated, acceptable upper limits are no leakage for 15 minutes.
 - 2. Horizontal Waterproofing (not roofing): Test as per ASTM D5957 Standard Guide for Flood Testing Horizontal Waterproofing Installations; acceptable upper limits are no leakage for 15 minutes.
 - 3. Masonry: Test as per ASTM C1601 Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces; acceptable upper limits are no leakage for 15 minutes.
 - 4. Exterior Walls:
 - (a) Air tightness of the enclosure test: ASTM E779 Standard Test Method for Determining Air Leakage Rate by Fan Pressurization or ASTM E1827

Standard Test Methods for Determining Air tightness of Buildings Using an Orifice Blower Door.

- (b) Water Leakage: Review per ASTM E2128 Standard Guide for Evaluating Water Leakage of Building Walls.

F. Testing for Support of Microbial Growth: Test and report in accordance with ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers. Indicate susceptibility of product or material to colonization and amplification of microorganisms. Identify microorganisms and conditions of testing.

1. Normal Conditions: Perform testing at 35 degrees Centigrade and 50 percent relative humidity.
2. Extreme Conditions: Perform worst case scenarios screening tests by providing an atmosphere where environmental conditions may be favorable for microbial growth.
3. Perform testing for the following:
 - (a) Fireproofing material on appropriate substrate.
 - (b) Ceiling tile.
 - (c) Wall covering.

END OF SECTION

SECTION 01410 (01 41 00)

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description of Requirements.
- B. Codes and Standards.
- C. Governing Regulations and Authorities.
- D. Submittals.

1.2 RELATED SECTIONS

- A. Section 01420-References.
- B. Section 01450-Quality Control.

1.3 DESCRIPTION OF REQUIREMENTS

- A. General:
 - 1. This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar requirements associated with the regulations, codes and standards.
 - 2. The term "Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively controls the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.
 - 3. Governing Authority: For requirements related to compliance with governing regulations, refer to:
 - (a) Document 00520-Agreement Form.
 - (b) Document 00700-General Conditions of the Contract.
 - (c) Document 00800-Supplementary Conditions of the Contract.
 - (d) General Requirements: Provisions and requirements of the Contract, the General Conditions of the Contract, the Supplementary Conditions of the Contract, and other Division 1 Specification Sections apply to the entire Work defined by the Contract Documents. As such, there is no need to separately enumerate the application of those documents within the individual specification sections or the drawings.

1.4 DEFINITIONS

- A. Basic Contract definitions are included in:
 - 1. Document 00200-Instructions to Bidders.
 - 2. Document 00520-Agreement Form.
 - 3. Document 00625-Subcontractor's Payment Bond.
 - 4. Document 00700-General Conditions of the Contract.
 - 5. Document 00800-Supplementary Conditions of the Contract.
 - 6. Section 01610-Basic Product Requirements.

7. Section 01710-Examination.
 8. Section 01745-Warranties.
- B. Certain terms used in the Contract Documents are defined in this Section. Definitions and explanations contained in this Section are not necessarily complete, but are general for the Work to the extent that they are not stated more explicitly in another document within the Contract Documents.
1. **Indicated:** refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
 2. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Project Consultant", "requested by the Project Consultant, and similar phrases. However, no implied meaning shall be interpreted to extend the Project Consultant's responsibility into the Contractor's area of construction supervision.
 3. **Approve:** The term "approved," where used in conjunction with the Project Consultant's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Project Consultant as stated in the Contract, General and Supplementary Conditions of the Contract or other Division 1 Specifications. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.
 4. **Furnish:** The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
 5. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
 6. **Provide:** The term "provide" means "to furnish and install, complete and ready for the intended use."
 7. **Project Site:** is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
 8. **Testing Laboratories:** A "testing laboratory" 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.

1.5 CODES AND STANDARDS

- A. Except where earlier editions are specifically indicated, latest adopted editions with current revisions and amendments of the following codes and standards are considered minimum requirements for materials, workmanship and safety where not covered elsewhere in these specifications.
- B. Codes and Standards: Obtain copies of the following regulations (unless otherwise indicated) and retain at the project site, available for reference by parties who have a reasonable need for such reference:
1. Comply with latest edition of The Florida Building Code (Building, Plumbing, Mechanical, Fuel Gas, High Velocity Hurricane Zones protocols and required product Notice of Acceptance (NOA)) with amendments that include reference to State Requirements for Educational Facilities, (SREF) as administered by the Florida Department of Education, Office of Educational Facilities, Tallahassee, Florida 23299.

2. All portions of the following codes and regulations are incorporated into and made a part of SREF:
 - (a) **AHERA**. Asbestos Hazard Emergency Response Act, 40 CFR, Part 763.
 - (b) **ANSI**. American National Standards Institute. References to ANSI standards shall be the edition listed in the latest edition of the ANSI standards. Obtain copies of standards only as required in respective Specification Sections.
 - (c) **ASCE**. American Society of Civil Engineers. References to ASCE standards shall be the edition listed in FBC. Obtain copies of standards only as required in respective Specification Sections.
 - (d) **ASHRAE**. American Society of Heating, Refrigeration, and Air Conditioning Engineers. Obtain copies of standards only as required in respective Specification Sections.
 - (e) **ASTM**. American Society for Testing Materials. References to ASTM standards shall be the edition listed in the latest edition of the ASTM standards. Obtain copies of standards only as required in respective Specification Sections.
 - (f) **DCA**. Department of Community Affairs.
 - (1) Florida Americans With Disability Implementation Act, latest adopted edition
 - (2) Florida Energy Efficiency Code for Building Construction (FEEC), latest adopted edition
 - (3) Standards for radon resistant buildings.
 - (g) **FEMA**. Federal Emergency Management Agency. Rules and Regulations 44 CFR, Parts 59 and 60, latest adopted edition, for flood plain criteria governing insurability of facilities constructed in flood plain.
 - (h) **NEC**. NFPA 70, National Electrical Code.
 - (i) **NFPA**. National Fire Protection Association. References to NFPA codes shall be the edition listed in the latest edition of the National Fire Codes. Obtain copies of standards only as required in respective Specification Sections.
 - (j) **TMS**. The Masonry Society. References to TMS standards shall be the edition listed in SREF. Obtain copies of standards only as required in respective Specification Sections.
 3. Conflicting Requirements: In the case of conflicting requirements where SREF is mute, the more, or most, stringent shall apply.
- C. Other Regulatory Agencies. Coordinate the Work with the following regulatory and permitting agencies as applicable, for installation permits and inspections:
1. Department of Business and Professional Regulations (DBPR).
 - (a) Elevators
 2. Department of Environmental Protection (DEP) including the Regional Water Management Districts.
 - (a) Water management and drainage.
 - (b) Wells (Non-Potable Water).
 - (c) Water treatment.
 - (d) On site sewage disposal systems over 10,000 gallons per day.
 - (e) Protection of ground water.
 3. Department of Labor and Employment Security (DLES). Inspections for work place safety.
 4. Department of State (DOS). Division of Historical Resources. For new construction, remodeling, or renovation projects involving a facility, building, or site 50 years old or more and for discovered antiquities uncovered on site.
 5. Department of Transportation (DOT). Off-site, state, city, and county access roads adjacent to property.
 6. Department of Health and Rehabilitative Services (HRS).
 - (a) On-site sewage disposal systems under 10,000 gallons per day.
 - (b) Swimming pools.
 - (c) Bio-hazardous wastes.

- (d) Facilities intended to house birth to age 3 children, including Teenage Parent Programs (TAP), shall meet HRS construction and licensing requirements, in addition to SREF requirements.
- 7. Division of Liquefied Petroleum Gas (LPG). LPG is the regulatory authority for liquefied petroleum gas in the state. See Chapter 527, F.S.
- 8. Local Services:
 - (a) The following local agencies will provide services or will have jurisdictional authority for permitting and inspection of the elements of the Work indicated:
 - (b) Fire protection:
 - (c) Police protection:
 - (d) Necessary traffic control and safety devices:
 - (e) Primary roads and emergency access:
 - (f) Utilities and connection fees:
 - (g) Historical resources:
 - (h) Trash Removal Franchise:
 - (i) General Construction Permitting Outside Owner's Property Line:

1.6 GOVERNING REGULATIONS/AUTHORITIES

- A. Coordinate inspections and regulatory requirements of the agencies specified above under provisions of Section 01450-Quality Control.
- B. Pay fees and obtain permits as specified elsewhere in the Contract Documents.
- C. The organization of the Contract Documents is not intended to be an indication of jurisdictional or trade union agreements.

1.7 SUBMITTALS

- A. Licenses and Certificates: Submit copies of licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon the performance of the Work.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01420 (01 42 00)

REFERENCES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Drawing Symbols.
- B. Specification Format and Content Explanation.
- C. Industry Standards.
- D. Federal Government Agencies.
- E. Submittals.

1.2 RELATED SECTIONS

- A. Section 01410-Regulatory Requirements
- B. Section 01450-Quality Control

1.3 DRAWING SYMBOLS

- A. Except as otherwise indicated, graphic symbols used on the Drawings are those symbols recognized in the construction industry for the purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., ninth edition or later.
- B. Mechanical and Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE and/or The National Electric Code (NEC). Where appropriate these symbols are supplemented by more specific symbols as recommended by other technical associations including ASME, ASPE, IEEE and other similar organizations.
- C. Refer instances of uncertainty to the Project Consultant for clarification prior to proceeding.

1.4 SPECIFICATION FORMAT and CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16 Division format and Master Format numbering system.
- B. Specification Conventions: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 3. The words "shall" or "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.
 4. Wherever used, the word "shall" means: Must, mandatory, obligatory, and imperative. Mandatory action.
 5. Wherever used, the words "may", "will", "is to" means: Permissive, optional, and discretionary.
 6. Wherever used, the word "equivalent" means: Approved substitution.
 7. Abbreviations: Actual word abbreviations of a self-explanatory nature may be included within the Project Manual. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specifications with notations on drawings and schedules. These abbreviations are frequently defined in the specification section at the first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural word will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. Refer instances of uncertainty to the Contractor's A/E for decision prior to proceeding.
- C. Specification Content:
1. The techniques or methods of specifying to record requirements varies throughout the Project Manual. These methods may include: descriptive, "performance", "reference standard", "proprietary" or a combination of these. The method used for specifying one element of the Work has no bearing on requirements for another element of the Work. Contractor is free to choose materials and methods complying with criteria specified when descriptive, performance, or reference standard methods are used.
 2. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements are specified, and overlapping of those different standards establishes different or conflicting minimums or levels of quality, the most stringent (which is generally recognized to also be the most costly) is intended and shall be enforced unless specifically detailed language written into the Contract Documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements and other uncertainties to the Project Consultant for a decision prior to proceeding.
 3. Contractor's Options: Except for overlapping or conflicting requirements where more than one set of requirements are specified for a particular unit of Work, option is intended to be Contractor's regardless of whether or not it is specifically intended as such.
- D. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the Work to be performed or provided. Except as otherwise specifically indicated, actual Work may either comply exactly with that minimum (within reasonable specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as not or as appropriate for the context of the requirements. Refer instances of uncertainty to the Project Consultant for decision prior to proceeding.
- E. Assignment of Specialists: The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists shall be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.5 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
 1. Updated Standards: At the request of the Project Consultant, Contractor, or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Project Consultant and Owner will decide whether to issue a Change Order to proceed with the updated standard.
- C. Copies of Standards:
 1. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 2. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 3. Although copies of standards needed for enforcement of requirements also may, be included as part of required submittals, the Project Consultant reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- D. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co. or other similar guides available from The Construction Specifications Institute (CSI), American Institute of Architects (AIA), etc.

1.6 SUBMITTALS

- A. Submit copies of standards where specified in respective specification sections.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01430 (01 43 00)

QUALITY ASSURANCE

PART 1 GENERAL

1.1 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.

1.2 RELATED SECTIONS

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

1.3 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 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.
- C. 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.

1.4 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 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.

1.5 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 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.

1.6 MANUFACTURER'S FIELD SERVICES

- A. Submit qualifications of manufacturer's, suppliers, distributors or other entity's observers to Project Consultant and Owner 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 15 days of observation to Owner for review.

1.7 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 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 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.

1.8 TESTING AND INSPECTION AGENCY QUALIFICATIONS

- 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 of Florida.
 - 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 accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.9 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. Liquefied 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:
 - (c) Lawn Sprinkler Plumber.
 - (d) Master Natural Gas Fitter.
 - (e) Solar Heat Installer.
 - (f) Journeyman Plumber.
 - (g) Journeyman Natural Gas Fitter: Specialty Journeyman Plumber.
 - 3. Electrical and Specialty Electrical Contractors:
 - (a) Master Electrician.
 - (b) Specialty Electricians:
 - (c) Burglar Alarm Electrician.
 - (d) Central Community TV and Radio Specialty Contractor.

- (e) Electrical Sign Master Electrician.
 - (f) Fire Alarm Electrician.
 - (g) Lightning Protection Systems Contractor.
 - (h) Low Voltage Electrician.
 - (i) Communications.
 - (j) Journeyman Electrician.
 - (k) Electrical Sign Journeyman.
 - (l) 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":
 - (k) Class "A" Refrigeration Technician.
 - (l) Class "B" Refrigeration Technician.
 - (m) Warm Air Heating Technician.
 - (n) Insulation Contractor.
 - (o) Mechanical Maintenance Technician.
 - (p) Mechanical Journeyman:
 - (q) Isulation Journeyman.
 - (r) Journeyman Mechanical Technician.
 - (s) Sheet Metal Journeyman.
5. Engineered Construction Contractors:
- (a) General Engineered Construction Builder.
 - (b) Special Engineered Construction Categories.
 - (c) Specialty Engineered Utility and Drainage Builders:
 - (d) Primary Pipelines (Water, Sewer, Drainage) - Class "A".
 - (e) Secondary Pipelines (Water, Sewer, Drainage incidental to parking lots) - Class "B".
 - (f) Plant Construction (Water Treatment, sewage treatment, industrial complexes, pump and lift stations, incinerators) - Class "C".
 - (g) Fuel Transmission and Distribution Lines - Class "D".
 - (h) Underground and Aerial Utility Transmission and Distribution Lines - Class "E".
 - (i) Feeder Distribution Interface (FDI Telephone Boxes) Installer - Class "F".
 - (j) Cable Television - Class "G".
 - (k) Jack and Bore Installer - Class "H".
 - (l) Limited to Irrigation Systems in the Public Right of Way.
 - (m) Specialty Engineered Structural Builders:
 - (n) Heavy Marine (Harbor facilities, Docks, Shipyards, Bulkheads, Retaining Walls, Seawalls, Dams, Locks) - Class "A".
 - (o) Bridges, Overpasses, Underpasses - Class "B".
 - (p) Tunnels - Class "C".
 - (q) Light Marine (Seawalls, Retaining Walls, Davits, Boat Lifts, Small Docks) - Class "D".
 - (r) Pile Driving - Class "E".
 - (s) Specialty Engineered Paving Builders:
 - (t) Major Roads (Asphalt and Concrete Paving for Interstate, Primary, Secondary and Arterial Roadways and Airports and Work Incidental Thereto) - Class "A".
 - (u) Minor Roads - (Asphalt and Concrete Paving for Subdivision Facilities and Work Incidental Thereto) - Class "B".
 - (v) Concrete Driveways, Curbs, Gutters, and Sidewalks - Class "C".
 - (w) Sealcoating - Class "D".

- (x) Surfacing (Tennis Courts, bikepaths, driveways, parking lots, with drainage incidental thereto being limited to soakage pits and drywells) - Class "E".
- (y) Striping, Marking, and Signage of Major and Minor Roadways to include pavements - Class "F".
- (z) Specialty Engineered Earthwork Builders:
 - (aa) Excavating (canals, lakes, levees) - Class "A".
 - (bb) Clearing and Grading - Class "B".
 - (cc) 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:
 - (e) Acoustical Ceilings Category - Class "A".
 - (f) Awning Erection Category - Class "AE".
 - (g) Cabinet Installation Category - Class "C".
 - (h) Concrete Placing and Finishing Category - Class "CP".
 - (i) Demolition Category (Nonexplosive) - Class "A".
 - (j) Down Spouts and Gutters: Under Miscellaneous metals or roofing.
 - (k) Drywall and Lathing Category - Class "DL".
 - (l) Elevator Installation and Maintenance Category - Class "E".
 - (m) Fence Erection Category - Class "F".
 - (n) Finish Carpentry Category - Class "FC".
 - (o) Flooring Category - Class "FL".
 - (p) Glazing Category - Class "G".
 - (q) Guniting Category - Class "GU".
 - (r) Insulation Category - Class "I".
 - (s) Masonry Category - Class "M".
 - (t) Miscellaneous Metals Erection Category - Class "MM".
 - (u) Painting (Interior and Exterior) Category - Class "P".
 - (v) Painting Unlimited Category - Class "PU".
 - (w) Plastering and Stucco Category - Class "PS".
 - (x) Roof Decks Category - Class "RD".
 - (y) Roof Painting and Cleaning Category - Class "RP".
 - (z) Roofing Category - Class "R".
 - (aa) Rough Carpentry and Framework Category - Class "RC".
 - (bb) Sandblasting Category - Class "S".
 - (cc) Screen Enclosures Category - Class "SC".
 - (dd) Sign Erection Category - Class "SE".
 - (ee) Steel Reinforcing and Iron Category - Class "SR".
 - (ff) Structural Steel Category - Class "SS".
 - (gg) Swimming Pool Construction Category - Class "PC".
 - (hh) Swimming Pool Maintenance Category - Class "PM".
 - (ii) Terrazzo Category - Class "T".
 - (jj) Tile and Marble Category - Class "TM".
 - (kk) Waterproofing Category - Class "W".

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01450 (01 45 00)

QUALITY CONTROL

PART 1 GENERAL

1.1 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.

1.2 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 15995-Start-Up and Certification of Air, Water, and Control Systems.
- E. Section 01710-Examination.
- F. Section 01720-Preparation.
- G. Section 01730-Execution.
- H. Section 01750-Starting and Adjusting.
- I. Section 01770-Closeout Procedures: Substantial Completion and Acceptance Inspections.
- J. Individual Specification Sections: Quality control measures, inspections and tests required, and standards for testing.

1.3 REFERENCES

- A. The Florida Building Code, latest adopted edition with amendments, including SREF as referenced therein.
- B. Florida Building Code, FBC (for work outside Owner's property line and as otherwise specified).

1.4 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 manufacturer's instructions, including each step in sequence except where those instructions are superseded by more exacting or stringent requirements in the Contract Documents.
- C. Should manufacturer's 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.

1.5 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 field 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 field 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: Refer to Section 01330-Submittal Procedures, Article 1.9 Samples.
- F. Reviewed field samples and mock-ups which may be used in the Work are indicated in individual specification Sections and shall be in undamaged condition when incorporated into the Work.
- G. Fabricate each sample and complete as acceptable to Project Consultant.
- H. Remove mockups at completion of the work when acceptable to Project Consultant.

1.6 PLANT INSPECTIONS AND SOURCE QUALITY CONTROL

- A. The Project Consultant, BCI 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 Construction 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.

1.7 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm shall perform inspections, tests, and other services specified in individual Specification Sections and as required by the Owner.
- C. Reports shall 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 independent firm's owner 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.

1.8 THRESHOLD INSPECTOR

- A. For threshold buildings as defined in Section 553.71(7), Florida Statutes, the Owner shall 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 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 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 shall be uncovered, correction of deficient elements of the Work, and cutting and patching are the same as specified elsewhere in the Contract Documents.

1.9 INSPECTIONS

A. Building Code Inspector: (BCI)

1. Building Code Inspector (BCI): Employees of The School Board of Broward County, Florida and others designated by the Department of Business and Professional Regulation as defined in Chapters 468 and 633, FS to enforce the Florida Building Code, Florida Fire Prevention Code and other codes and standards as stated under Chapter 1013.371 FS.
2. BCI's are required to inspect the Work and shall conduct mandatory inspections as prescribed by the Florida Building Code and the Florida Fire Prevention Code or as required by the specifications of the Project Manual to determine compliance with code or quality control. .
3. In addition to the list of Mandatory Inspections required by the Florida Building Code and Florida Fire Prevention Code and other standards, BCI's may also inspect any other aspect of the Work at any other time during the progress of the Work.
4. If the BCI observes what is believed to be a procedure incompatible with the Contract Documents, the BCI will immediately notify the Project Consultant and Construction Manager with a request for clarification and/or correction.
5. The Owner may designate members of the Owner selected consulting firms as inspectors, provided that they satisfy the criteria as outlined by the Department of Business and Professional Regulation in accordance with the Florida Statutes.

B. Municipal, Broward County, and Other Jurisdictions

1. 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 the Work are governed by the Florida Building Code, latest edition with Amendments, and other administrative requirements established by the jurisdictional agency.
2. 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.
3. 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 BCI 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 BCI.
- (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 BCI's inspection by providing incidental labor and facilities:
- (e) To provide access to Work to be inspected.

- (f) To obtain and handle samples at the site or at source of Products to be inspected or tested.
 - (g) To facilitate tests and inspections.
 - (h) To provide storage and curing of test samples.
 - (i) Maintaining complete set of submittals on site as specified in Section 01330-Submittal Procedures, and having them available for the BCI'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 BCI 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 BCI, and the Project Consultant.
 - (c) Cooperate with and facilitate the jurisdictional agency's inspection by providing incidental labor and facilities:
 - (d) To provide access to the Work to be inspected.
 - (e) To obtain and handle samples at the site or at source of products to be inspected or tested.
 - (f) To facilitate tests and inspections.
 - (g) To provide storage and curing of test samples.
 - (h) Provide Inspection Report as specified below.
3. Non-Conforming Work and Reinspection Fees:
- (a) Re-execute or correct the Work identified during inspections as deficient.
 - (b) Upon completion of re-executed or corrected work, request re-inspection following procedures specified above.
 - (c) Pursuant to Section 553.80 (2)(c), F.S. and Article F.1.(a) herein below, there will be no charge for the initial re-inspection of a failed inspection; however, should subsequent re-inspections of the same item(s) be required from the Building Department or its inspectors, each subsequent re-inspection shall result in a RE-INSPECTION FEE of \$204 per failed inspection ticket.
 - (d) The Reinspection Fee shall be paid to the Building Department online utilizing E-Store (BCPS Payment Method) prior to Contractor receiving any additional re-inspections of failed work.

D. Inspection Reports:

- 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 (BCI, 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. BCI and jurisdictional agency inspectors shall not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. BCI and jurisdictional agency inspectors shall not accept any portion of the Work.
 3. BCI and jurisdictional agency inspectors shall not assume any duties of Contractor or the Project Consultant.
- F. Schedule Of Mandatory BCI Inspections for every project:
1. For list of mandatory inspections refer to:
 - (a) **Building Department website:**
<https://webappe.browardschools.com/iss/login.aspx>.
 - (b) **Chapter 1, Section 110 of the Florida Building Code and/or the Florida Fire Prevention Code.**
 2. Additional inspections may be required by the respective technical specifications or as determined by the BCI or jurisdictional inspector. The Contractor shall be notified in advance of any additional inspections required.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION

3.1 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 shall be the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01510 (01 51 00)

TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Water Service and Distribution.
- B. Temporary Electric Power and Light.
- C. Telephone Service.
- D. Storm and Sanitary Sewer.
- E. Temporary Heat.
- F. Temporary Ventilation.
- G. Dewatering Facilities and Drains.

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form
- B. Document 00700-General Conditions of the Contract
- C. Section 01520-Construction Facilities

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the receipt of Document 00550-Notice to Proceed. At the earliest feasible time, when acceptable to the Project Consultant and Owner, change over from use of temporary service to use of the permanent service.
- C. Contractor shall pay for, or reimburse Owner for use of temporary and permanent utility service until occupancy by the Owner.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. The Florida Building Code.
 - 2. State Requirements for Educational Facilities (SREF) requirements.
 - 3. Health and safety regulations.
 - 4. Utility company requirements.
 - 5. Police, Fire Department and Rescue Squad requirements.

6. Environmental protection regulations.
- B. Comply with:
 1. Comply with NFPA Code 241, Building Construction and Demolition Operations.
 2. ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".
 3. NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
- D. Electrical Service:
 1. Comply with NEMA, NECA and UL standards and regulations for temporary electric service.
 2. Install service in compliance with National Electric Code (NFPA 70).
- E. Inspections: Arrange for inspection and testing by BCI and other authorities having jurisdiction under provisions of Section 01450-Quality Control.
- F. Obtain required certifications and permits.

1.5 CONDITIONS OF USE

- A. Keep temporary services and facilities clean and neat in appearance.
- B. Operate in a safe and efficient manner.
- C. Take necessary fire prevention measures.
- D. Do not overload facilities, or permit them to interfere with progress.
- E. Do not allow dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Provide new materials; if acceptable to the Project Consultant, undamaged previously used materials in serviceable condition may be used.
- B. Provide materials suitable for the use intended.
- C. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

- A. Provide new equipment.
 1. Undamaged, previously used equipment in serviceable condition may be used.
 2. Provide equipment suitable for use intended.
- B. Water Hoses:
 1. Provide 3/4 inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system

2. Provide adjustable shut-off nozzles at hose discharge.
- C. Electrical Outlets:
1. Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets.
 2. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- D. Electrical Power Cords:
1. Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic.
 2. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. Lamps and Light Fixtures:
1. Provide general service incandescent lamps of wattage required for adequate illumination.
 2. Provide guard cages or tempered glass enclosures, where exposed to breakage.
 3. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary utilities and conform to the workforce composition and supervision requirements specified elsewhere in the Contract Documents.
- B. Locate temporary utilities where they will serve the Project adequately and result in minimum interference with performance of the Work or existing.
- C. Relocate and modify facilities as required.
- D. Provide each temporary utility ready for use when needed to avoid delay.
- E. Maintain and modify as required.
- F. Do not remove until temporary utilities are no longer needed, or are replaced by authorized use of completed permanent utility.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General Requirements:
1. Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 2. Arrange with the company and Project Consultant for a time when service can be interrupted, where necessary, to make connections for temporary services. The Project Consultant and the Owner will coordinate service interruptions with the occupants of existing facilities.

3. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 4. Coordinate with Project Consultant and Owner to obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 5. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Project Consultant, and shall not be accepted as a basis of claims for a Change Order.
- B. Water Service:
1. Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 2. Sterilization: Sterilize temporary water piping prior to use.
 3. If water needed for construction is not allowable for Owner's on-site facilities, the Contractor shall provide at no additional cost to the Owner such utilities.
- C. Temporary Electric Power Service:
1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switchgear.
 2. Temporary Power Distribution System: Install wiring overhead and rises vertically where least exposed to damage.
 3. Temporary Power Outlets: Provide in numbers as required for execution of the Work.
- D. Temporary Lighting:
1. After installation of temporary power connections, provide the following:
 - (a) Temporary Lighting: As the building is enclosed, provide temporary lighting as required or according to Project Consultant's direction consisting of one 100-watt lamp for each 250 square feet of area, but not less than 1 lamp per area.
 2. Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 3. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.
 - (a) Provide and maintain incandescent or other lighting for construction operations to achieve a minimum lighting level of 2-watt/sq. ft.
 - (b) Provide and maintain 1 watt/sq. ft lighting to exterior staging and storage areas after dark for security purposes.
 - (c) Provide and maintain 0.25-watt/sq. ft H.I.D. lighting to interior work areas after dark for security purposes.
 4. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
 5. Maintain lighting and provide routine repairs.
 6. Permanent building lighting shall not be utilized during construction.
 7. Install exterior yard and sign lights so that signs are visible when Work is being performed.
- E. Temporary Telephones:
1. Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period.
 2. Install telephone on a separate dedicated line for:
 - (a) Each temporary office and first aid station
 - (b) Fax machines.
 - (c) Computers (minimum 2 connections in Owner/DCP Office).
 3. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.

4. At each telephone: Provide a white pages and yellow pages phone directory local to site and post a list of important telephone numbers including key contacts for the Owner, Project Consultant, and Contractor.
 5. Temporary Cellular Telephone Service: If regular telephone lines can not be provided or regular temporary telephone service must be curtailed or interrupted for longer than 2 days, provide temporary cellular service for the use of the Contractor, Contractor's employees, the Owner and Project Consultant:
 - (a) Provide at least one cellular base unit in the Contractor's field office and provide other phones at the Contractor's option or as required by regulations.
 - (b) Provide one cellular base unit with a separate line in the Owner's field office.
 - (c) Cellular phone "base units" shall have "permanently" attached antenna mounted to the exterior of the construction offices, extending above the highest point of the roof, so as to provide the best possible reception and clarity.
- F. Sewers and Drainage:
1. If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully.
 2. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities if allowed by the Project Consultant, Owner or other municipal or county jurisdictional authorities. Coordinate requirements with Owner.
 3. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 4. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
 5. Connect temporary sewers to the municipal system as directed by the sewer department officials.
 6. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
 7. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
 8. Do not allow pollution or contamination of the site, adjacent properties or waterways.
- G. Temporary Heat:
1. Provide necessary, power, temporary heat, systems in operation to provide proper humidity and temperature conditions for curing or drying completed installations, protection of installed construction from adverse affects, installations or application of flooring, paint coatings, acoustical ceilings, and another items requiring climate control at appropriate locations or any other means acceptable to Owner and Project Consultant.
 2. Select safe equipment that shall not have a harmful effect on completed installations or elements being installed. Ensure safety from fire hazard.
 3. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 4. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
 5. Use of gasoline-burning space heaters, open flame, or salamander type heating units shall be prohibited.
- H. Temporary Ventilation and Cooling:
1. Provide necessary temporary ventilation fans, power, or place air-conditioning systems in operation to provide proper humidity and temperature conditions for installation or application of flooring, paint coatings, acoustical ceilings, prevent accumulation of dust, fumes, vapors, or gases, and any other items requiring climate control or ventilation at appropriate locations or any other means acceptable to Board and Project Consultant.

2. Utilize existing ventilation or cooling equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.
 3. Do not expose students, faculty, or staff of school facility to dust, fumes, vapors, gasses, or noxious odors. Limit construction operations that produce dust, fumes, vapors, gasses, and noxious odors to times when adjacent Owner occupied spaces are vacant from the time of generation to the time of dissipation.
- I. Dewatering Facilities and Drains:
1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Specification Sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities.
 2. Maintain the site, excavations and construction free of water.

3.3 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary utilities. Limit availability of temporary utilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain temporary utilities in good operating condition until removal. Protect from damage by heat, humidity, and similar elements including periods of cold conditions.
1. Maintain operation of temporary, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour per day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal:
1. Unless the Project Consultant requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion.
 2. Complete and restore permanent construction that may have been delayed because of interference with the temporary facility.
 3. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- D. Prior to Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

END OF SECTION

SECTION 01520 (01 52 00)

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field Offices, Sheds, and Storage.
- B. First Aid.
- C. Sanitary Facilities.

1.2 RELATED DOCUMENTS

- A. Section 01510-Temporary Utilities.

1.3 REQUIREMENTS

- A. Construction of Field Offices and Sheds:
 - (a) Structurally sound, weather tight, with floor raised aboveground.
 - 2. Temperature Transmission Resistance. Compatible with human occupancy and storage.
 - 3. At Contractor's option, portable or mobile building may be used. Mobile homes, when used, shall be modified for field or office use.
- B. Year Round Hurricane Precautions: Provide appropriate tie-downs for temporary trailers, field offices, and sheds to be capable of withstanding wind velocity pressures according to ASCE 7.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. The Florida Building Code.
 - 2. State Requirements for Educational Facilities (SREF) requirements.
 - 3. Health and safety regulations.
 - 4. Police, Fire Department and Rescue Squad requirements.
 - 5. Environmental protection regulations.
- B. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
- C. Inspections: Arrange for inspection and testing of temporary facilities by BCI and other authorities having jurisdiction under provisions of Section 014450-Quality Control.

1.5 CONDITIONS OF USE

- A. Keep temporary services and facilities clean and neat in appearance.
- B. Operate in a safe and efficient manner.
- C. Take necessary fire prevention measures.
- D. Do not overload facilities, or permit them to interfere with progress.
- E. Do not allow dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

1.6 USE OF FACILITIES

- A. Permanent and/or existing facilities: Do not use for field offices or for storage. (except as authorized by Article 3.4 Operation, Termination and Removal.)

PART 2 PRODUCTS

2.1 TEMPORARY BUILDINGS

A. Construction:

1. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
2. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove at completion of Work.
3. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
4. Exterior Materials: Weather resistant, finished in one color acceptable to Owner.
5. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
6. Lighting for Offices: 50 ft-C (538 lx) at desktop height, exterior lighting at entrance doors.
7. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area as specified below.
8. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.
9. Provide incombustible construction for offices, storage and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
10. Security Enclosure and Lockup: Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

B. Environmental Control:

1. Heating, Cooling, and Ventilating for Offices: Automatic equipment shall maintain 68 degrees F heating and 76 degrees F cooling.
2. Storage Spaces: Provide heating, cooling and ventilation as needed to maintain products in accordance with Contract Documents and manufacturer's recommendation; adequate lighting for maintenance and inspection of products.

C. Contractor Office and Facilities

1. Size: For Contractor's needs and to provide space for Progress Meetings.
2. Telephone: As specified in Section 01510-Temporary Utilities.
3. Fax Machine.
4. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and Project Record Documents.
5. Other Furnishings: Contractor's option.
6. Equipment:
 - (a) 15 adjustable band protective helmets for visitors.
 - (b) One 10 inch outdoor weather thermometer.
 - (c) Other office related equipment at Contractor's option.

D. Owner and Project Consultant Office.

1. One office space for shared by the use of Owner and Project Consultant , with separate entrance doors with new lock and two keys per door.
2. Area: Minimum office space 150 sq ft, minimum dimension of 8 ft.
3. Windows: Minimum three; minimum total area of 10 percent of floor area, with operable sash and insect screens. Location shall provide views of construction area.
4. Electrical Distribution Panel: Two circuits minimum, 110 volt, 60 Hz service.
5. Minimum four 110-volt duplex convenience outlets, one on each wall.
6. Telephone: As specified in Section 01510-Temporary Utilities. Two lines required for phones and Fax/Modem.
7. Fax Machine.
8. Sanitary Facilities: Drinking fountain or electric water cooler and private lavatory-toilet facilities.
9. Furnishings:
 - (a) One desk, 54 inch x 30 inch, with three drawers.

- (b) One drafting table, 36 inch x 72 inch surface, with one equipment drawer, and a full width parallel straight edge.
 - (c) One metal, double-door storage cabinet under table.
 - (d) Plan rack to hold the Drawings, Shop Drawings, and Record Documents.
 - (e) One standard four-drawer legal-size metal filing cabinet with locks and two keys per lock.
 - (f) Six linear feet of metal bookshelves.
 - (g) Two swivel armchairs.
 - (h) One drafting table stool.
 - (i) One tack board, 36 inch x 30 inch.
 - (j) One wastebasket per desk or table.
10. Equipment.
- (a) Contractor shall setup and maintain all computer and business equipment in Owner's office throughout the duration of construction, through final completion.
- E. Provide black and white color copier of 40 pages per minute copying capacity or better, with sorter, reduction & enlarging capability, automatic stapler and three-hole punch. Use of copy machine shall be shared by Contractor, Owner, and Project Consultant.
- F. Sanitary Facilities: Include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs after coordinating location with Owner and Project Consultant.
- 1. Temporary Toilet Units: Provide self-contained single occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Shield toilets to ensure privacy. Use of pit type privies will not be permitted.
 - 2. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility, including toilet facilities provided in temporary office trailers. Provide covered waste containers for used material.
 - 3. Existing Toilets: Use of the Owner's existing toilet facilities: Not permitted.
- G. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
- H. Protective Equipment: Provide safety showers, eyewash fountains and similar facilities for convenience, safety and sanitation of personnel.
- I. Drinking Water Facilities: Provide electrically cooled containerized bottled water type drinking water units, including paper supply. Provide drinking water at 45 to 55 degree Fahrenheit. Provide other temporary drinking facilities as specified elsewhere or as appropriate to the site and the Work.
- J. First Aid Supplies: Provide in adequate quantity and in locations convenient to principal areas of the Work. Comply with governing regulations.
- K. Fire Extinguishers: Provide hand carried, portable UL-rated; class "A" fire extinguishers for each temporary office and each similar space. In other locations provide hand carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- L. Covered Walkway: Erect a structurally adequate protective covered walkway for passage of persons along pedestrian ways adjacent to the Work. Coordinate with Project Consultant and Owner to resolve design and relationship of walkway to entrance gates, building entrances, other facilities, playgrounds and obstructions. Comply with regulations of authorities having jurisdiction.
- 1. Construct using scaffold or shoring framing, waterproofed wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well- drained walkways and similar provisions for protection and safe passage.
 - 2. Extend the back wall beyond the structure to complete the enclosure fence.
 - 3. Paint and maintain in a manner acceptable to the Owner and Project Consultant.

- M. Storage and Fabrication Sheds: Provide fully enclosed storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install office spaces ready for occupancy within 15 days after Notice to Proceed.
- B. Employee Residential Occupancy: Not allowed on Owner's Property.
- C. Use qualified personnel for installation of temporary facilities. Locate facilities as indicated within the Contract Documents. For facilities not so indicated: locate where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- D. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.
- E. Fill and grade sites for temporary structures to provide surface drainage.
- F. Construct temporary field offices and storage sheds on proper foundations. Provide connections for utility services.
 - 1. Secure portable or mobile buildings, when used, against break-ins and hurricane requirements per code.
 - 2. Provide slip resistant steps and landings at entrance doors.
- G. Mount thermometer at a convenient outside continuously shaded area.

3.2 PROTECTION OF TEMPORARY AND OTHER FACILITIES

- A. Temporary Fire Protection: Provide and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- B. Store combustible materials in containers in fire safe locations.
- C. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in fire hazard exposure areas.
- D. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- E. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the applicable permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

3.3 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Use of tools and equipment, which produce harmful noise, shall be prohibited. Restrict use of noise making tools and equipment to hours that shall minimize complaints from persons or firms near the site, or site occupants.

3.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain temporary facilities in good operating condition until removal. Protect from damage by heat, humidity, and similar elements including brief periods of unexpected cold conditions.

1. Maintain operation of temporary, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Keep the office clean and orderly for use for small progress meetings.
 3. Provide daily janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
 4. Maintain approach walks free of mud, water, and debris.
- C. Termination and Removal:
1. Unless the Project Consultant requests that it be maintained longer, remove each temporary facility when the need has ended or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Ensure removal of footings, foundations and other subsurface or underground construction.
 2. Complete and restore permanent construction that may have been delayed because of interference with the temporary facility.
 3. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 4. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to and with the pre-agreement of the Owner.
 5. Prior to Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

END OF SECTION

SECTION 01530 (01 53 00)

TEMPORARY CONSTRUCTION

NOTE TO SPECIFIER: *Edit this section on a project specific basis to describe temporary access facilities required to accommodate construction of the Owner's operations that are removed, reconstructed, or decommissioned after construction.*

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Bridges.
- B. Temporary Decking.
- C. Temporary Overpasses.
- D. Temporary Ramps.
- E. Temporary Runarounds.

1.2 RELATED SECTIONS

- A. Document:
- B. Related Sections:
 - 1. 01354 – Construction Indoor Air Quality Management.
 - 2. 01572 – Construction Waste Management.
 - 3. 01740 – Cleaning.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01540 (01 54 00)

CONSTRUCTION AIDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Aids.

1.2 DESCRIPTION

- A. Furnish, install and maintain required construction aids, remove on completion of work.
- B. Modify or remove as required to accommodate each construction phase and as buildings are completed.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Federal, State and Local codes and regulations.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS FOR MATERIALS

- A. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards.

2.2 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate the execute of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
- B. Refer to respective Specification Sections for particular requirements for each trade.
- C. Maintain all facilities and equipment in an operable, clean and fully functional condition.
- D. Store and protect construction aids when not in direct use for the Work.

PART 3 EXECUTION

3.1 PREPARATION

- A. Consult with Project Consultant, review site conditions and factors, which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the Work.

3.2 GENERAL REQUIREMENTS

- A. Comply with applicable requirements specified in the remainder of Division 1 and for all sections within Divisions 2 through 17.
- B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other Contractors employed at the site.

3.3 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of the project.
- B. Clean, repair damage caused by installation or by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade the areas of the site affected by temporary installations to required elevations and slopes and clean the area.

END OF SECTION

SECTION 01550 (01 55 00)

VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation.
- B. Flag Persons.
- C. Flares and Lights.
- D. Traffic Signs and Signals.
- E. Haul Routes.
- F. Access Roads.
- G. Construction Parking Controls.
- H. Parking.
- I. Existing Pavements and Parking Areas.
- J. Permanent Pavements and Parking Facilities.
- K. Maintenance.
- L. Removal and Repair.
- M. Mud From Site Vehicles.

1.2 RELATED SECTIONS

- A. Section 01110-Project Management and Coordination: Project coordination.
- B. Section 01510-Temporary Construction: Temporary construction.
- C. Section 01520-Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01580-Project Identification: Traffic directional and control signage.
- E. Section 02200-Earthwork.
- F. Section 02747-Asphaltic Concrete Paving for Parking and Drives.

PART 2 PRODUCTS

2.1 MATERIALS

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]

Section 01550 (01 55 00)
Vehicular Access and Parking
[Specifier replace this line with issue date]
Page 1 of 4

- A. Temporary Construction: Contractor's option.
- B. Earthwork, Paving Base and Topping that Will Become Permanent Construction: As specified in Specification Sections in Divisions 2 through 16.

2.2 SIGNS, SIGNALS, and DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs: Specified in Section 01580-Project Identification and Section 02890-Signs and Signalization.
- B. Temporary Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flag Person Equipment: As required by local jurisdictions.

PART 3 EXECUTION

3.1 PREPARATION

NOTE TO SPECIFIER: Select from the following.

- A. Clear Areas: Provide surface [and storm] drainage of road, parking, area premises, and adjacent areas.

3.2 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.3 FLARES and LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.4 TRAFFIC SIGNS and SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and other amenities elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals as necessary to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.

3.5 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
***** [OR] *****
- B. A. Drawings indicate haul routes designated by authorities for use of construction traffic.

- C. Confine construction traffic to designated haul routes.
- D. Provide traffic control at critical areas of haul routes to regulate traffic, and to minimize interference with public traffic.

3.6 ACCESS ROADS

- A. Construct temporary access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate, as Work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Location as indicated on Drawings.
- E. Provide unimpeded access for emergency vehicles. Maintain 20-foot width driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.

3.7 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.8 PARKING

NOTE TO SPECIFIER: Select from the following.

- A. [Arrange for] [Provide] [Construct] temporary parking areas to accommodate use of construction personnel.
- B. When site space is not adequate, provide additional off-site parking.
- C. Locate as indicated on Drawings.

3.9 EXISTING PAVEMENTS and PARKING AREAS

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is not permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

3.10 PERMANENT PAVEMENTS and PARKING FACILITIES

- A. The base for permanent roads and parking areas may be used for construction traffic.
- B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

3.11 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud or other debris.
- B. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.12 REMOVAL, REPAIR

- A. Remove temporary materials and construction when permanent paving is usable.
- B. Remove underground work and compacted materials to a depth of 2 feet; fill and grade site as specified.
- C. Repair existing or permanent facilities damaged by use, to original or specified condition, whichever is most stringent.
- D. Remove equipment and devices when no longer required.
- E. Repair damage caused by installation.
- F. Remove post settings to a depth of 2 feet.

3.13 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION

SECTION 01560 (01 56 00)

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Barriers and Barricades.
- B. Fencing.
- C. Enclosures.
- D. General Environmental Controls.
- E. Security Programs.
- F. Tree and Plant Protection.

1.2 RELATED DOCUMENTS

- A. Section 01110-Summary of Work: Work sequence, Owner occupancy.
- B. Section 01310-Project Management and Coordination: Project coordination.
- C. Section 01520-Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01530-Temporary Construction: Temporary construction.
- E. Section 01610-Basic Product Requirement: Toxic Substances.

1.3 SUBMITTALS

- A. Landscape sub-contractor's Certification: Submit written certification by a qualified Landscape sub-contractor that:
 - 1. Trees and other plant materials indicated to remain have been protected during the course of construction in accordance with recognized standards of the industry.
 - 2. Indicate that damaged trees or plant materials were promptly and properly treated.
 - 3. Indicate which damaged trees or other plant materials, if any, are incapable of retaining full growth potential and are recommended to be replaced.

1.4 BARRIERS AND BARRICADES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Comply with standards and code requirements for erection of structurally adequate barriers.
 - 2. Install barriers of a neat and uniform appearance. Surfaces exposed to public view: Paint with colors as selected by the Project Consultant.
 - 3. Provide graphics and signs warning of the hazard being protected against.

4. Where appropriate and needed provide lighting, including flashing red or amber lights.
 5. Provide barriers at public rights-of-way and for public access to existing buildings when adjacent to construction operations.
- B. Provide barricades with blinking beacon light at all open trenches and other excavations.
- C. Provide protection as specified below for plant life designated to remain.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.5 FENCING

- A. Prior to the Start of Construction Activities: Provide temporary 6 foot high enclosure fencing around construction site; equipped with vehicular and pedestrian gates with locks.
- B. Construction:
1. Commercial grade chain link fence.
 - (a) Provide galvanized posts and fabric in new condition.
 - (b) Provide vision screening where fencing is adjacent to student occupied areas.
 - (c) Provide vision screening or other acceptable measures where fencing separates site from adjacent residential areas.
 2. Barbed wire, concertina wire and other potentially injurious fencing materials: Not Permitted.
 3. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the vehicular or pedestrian entrance gates.
- C. Location:
1. Locate fencing as indicated on the drawings and as confirmed by the Project Consultant.
 2. Locate vehicular entrance gate as to accommodate convenient, controlled vehicular access to the Contractor's staging area, temporary facilities, and construction areas.
 3. Locate pedestrian entrance gates as required to provide controlled personnel entry in suitable relation to construction parking facilities and Contractor's temporary offices.

1.6 ENCLOSURES

- A. Exterior Enclosures
1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary cooling, seasonal heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons.
 2. Provide weatherproof closures for exterior openings resulting from cutting and patching and other selective demolition work.
 3. Provide access doors with self-closing hardware and locks. Doors with locks shall be operable from egress side.
- B. Interior Enclosures
1. Provide temporary non-combustible partitions and ceilings to separate work areas from Owner occupied areas, to prevent penetration of dust, fumes, and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
 2. Construction:
 - (a) Separation Partitions: Where construction operations of more than 3 weeks are adjacent or within Owner occupied spaces, provide separation partitions constructed of fire retardant treated wood or metal framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - (b) Insulated to R-19 when separating occupied or conditioned spaces.

- (c) STC rating of 35 in accordance with ASTM E90 when separating occupied or conditioned spaces.
 - (d) Maximum flame spread rating of 75 in accordance with ASTM E84.
 - (e) Paint surfaces exposed to view from Owner occupied areas.
 - (f) Temporary Dust Partitions: Refer to Article 2.1 below.
 - (g) Duct, Register and Grille Protection: Securely seal air conditioning and ventilation ducts, registers, grilles, outlets and other system components with polyethylene prior to conducting any dust or other contaminant producing construction activities.
- C. Structural Enclosures:
- 1. Close openings through floor or roof decks and horizontal surfaces with load bearing wood framed construction or other structural elements necessary to render safe for the loads imposed.
 - 2. Provide temporary roofing as necessary to provide appropriate watertight enclosure and to protect interior spaces and materials.
- D. Replace or repair any material damaged during work to original condition at start of work.

1.7 GENERAL ENVIRONMENTAL CONTROLS

- A. Dust Control:
- 1. Execute Work by methods to minimize raising dust from construction operations.
 - 2. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
 - 3. Periodically dampen construction areas prone to dust generation or blowing dust during periods of infrequent or below normal rainfall for south Florida and as necessary to prevent blowing dust from affecting adjacent properties, Owner occupied spaces or other elements of the Work.
- B. Noise Control:
- 1. Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 2. Schedule excessively noisy or disruptive operations during hours when normal classroom activities are not scheduled.
 - 3. Observe local ordinances limiting noise-generating operations within the neighborhoods adjacent to the area of the Work.
- C. Pollution Control:
- 1. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
 - 2. Do not violate environmentally sensitive lands without proper permits from the authorities having jurisdiction and a written notice to proceed with those particular operations issued by the Owner.

1.8 SECURITY PROGRAMS

- A. Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the

fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section of Sections 1012.32 and 1012.465, Florida Statutes.

- B. Submit names of staff members, including the Contractor's Project Manager, Superintendent and Superintendent's assistants and other key personnel prior to the Preconstruction Meeting. 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. The Contractor shall post on the exterior of the Contractor's Field Office the foregoing information for those persons responsible and having the authority to respond to emergencies including after-hours contact information.
- C. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- D. Initiate security program in coordination with the Owner's existing security program and systems at project mobilization.
- E. Security Service:
 - 1. Facilities not occupied by the Owner: Employ uniformed armed guard service to provide watchpersons at site during all non-working hours.
 - 2. Coordinate identification of security service, emergency procedures, and after-hours site access with the Owner and the Project Consultant.
- F. Limit access of existing facilities by Contractor's personnel to only those areas directly involved in the Work.
- G. Entry Control:
 - 1. Restrict entrance of persons and vehicles into Project site and existing facilities. Workers and visitors desiring access to Owner occupied areas of the site shall sign in at the School's Administrative Office and shall be escorted as deemed necessary by the School Principal.
 - 2. Allow entrance to areas of Work only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors, make available to Owner on request.
 - 4. Owner will control entrance of persons and vehicles related to Owner's operations.
- H. Restrictions:
 - 1. Shall not allow cameras or video recorders within Owner occupied site areas or photographs or videos taken of students, faculty, or staff except by prior written approval of Owner.
 - 2. Shall not allow contact between workers and students, faculty, and staff.
 - 3. Shall not allow workers to congregate in or use facilities such as kitchens, restrooms, gymnasiums, playgrounds, or other school areas not within the area of Work.
 - 4. Shall not allow school students, faculty, or staff to congregate in or use facilities within the area of Work.
 - (a) Notify School Administration of students found within Work areas.
 - (b) Notify School Administration of evidence of students entering into Work areas.
- I. Provide all personnel with instruction as to the possible presence of children in and around the construction site and the precautions necessary to ensure children's safety while conducting

construction operations, operating motor vehicles or equipment, or any other associated activity.

1.9 TREE AND PLANT PROTECTION

- A. Temporary protection: Protect existing landscape materials and other site improvements designated to remain from damage through the use of temporary fencing and other protective procedures as further specified below.
- B. Shall not allow fires on site.

PART 2 PRODUCTS

2.1 PRODUCT REQUIREMENTS

- A. General:
 - 1. Provide new materials; if acceptable to the Project Consultant, undamaged previously used materials in serviceable condition may be used.
 - 2. Provide materials suitable for the use intended.
- B. Barriers and Exterior Enclosures:
 - 1. Lumber and Plywood: Comply with requirements in applicable Division 6 specification sections.
 - (a) Exterior fences and vision barriers: Provide exterior type, minimum 3/8 inch thick plywood.
 - (b) Safety barriers, sidewalk bridges and similar uses: Provide minimum 5/8 inch thick exterior plywood.
 - 2. Roofing Materials: Provide UL Class "A" standard weight asphalt shingles complying with ASTM D 3018, or UL Class "C" mineral surfaced roll roofing complying with ASTM D 249, or other roofing materials approved by the Project Consultant on roofs of job built temporary enclosures.
 - 3. Paint: Comply with general painting requirements of Division 9:
 - (a) Job built barriers, fences and other exposed lumber and plywood: Provide exterior grade acrylic latex emulsion over exterior primer.
 - (b) Sign panels and applying graphics: Provide exterior grade alkyd gloss enamel over exterior primer.
- C. Barricades: Standard metal folding barricades with reflective finishes. Provide with or without battery powered flashing lights as appropriate for hazard.
- D. Fencing:
 - 1. Galvanized Fabric: #9 wire (.148 inch) in diameter, 2 inch mesh fabric with top selvages knuckled.
 - 2. 6-gage minimum bottom tension wire attached to fence fabric with hog rings at 24 inches on center.
 - 3. Posts, top rails, braces, and gate frames: Schedule 40 galvanized pipe as per ASTM A 120 or SS40 Tube pipe. Finish all rails and posts to match fence fabric.
 - 4. Gate Frames: Per CLFMI requirements with welded connections.
 - 5. Fabric Connections:
 - (a) Securely fasten fabric to all terminal posts with 3/16 inch by 3/4 inch tension bars and beveled edge 11-gage tension bands.
 - (b) Number of tension bands: one band less than the height of the fabric in feet for each tension bar.

- (c) Fasten all fabric to intermediate posts with 9-gage galvanized wires not to exceed 14 inches apart.
 - (d) Tie fabric to top rail with 9-gage galvanized wire not to exceed 24 inches apart.
 - (e) Fasten bottom edge of fabric to bottom tension wire using hog rings at intervals not to exceed 24 inches on center.
 - (f) Intermediate Post Tops: Malleable iron.
 - (g) Hinges: Malleable Iron, hot dipped galvanized
 - (h) Latches: Malleable Iron, hot dipped galvanized.
 - (i) Hardware required for wide vehicular access gates: Adequately strong swinging or rolling hardware apparatus at Contractor's option.
- E. Interior Non-Combustible Separation Partitions:
 - 1. Wood Framing: Fire retardant treated, comply with product and installation requirements of Division 6.
 - 2. Metal Framing: Comply with product and installation requirements of Division 9.
 - 3. Insulation: Provide glass fiber batt insulation.
 - 4. Gypsum Wallboard: Comply with product and installation requirements of Division 9.
 - 5. Paint:
 - (a) Provide 2 coats interior latex semi-gloss wall paint.
 - (b) Color: Selected by Project Consultant.
 - (c) Comply with product and installation requirements of Division 9.
- F. Interior Non-Combustible Temporary Dust Partitions: Wood or metal framing and reinforced opaque polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.
 - 1. Wood: Fire retardant treated, comply with product and installation requirements of Division 6.
 - 2. Metal Framing: Comply with product and installation requirements of Division 9.
 - 3. Sheeting: Provide translucent nylon reinforced laminated polyethylene sheeting attached securely to wood or metal framing so as to avoid tears, leaks, or openings.
- G. Tree and Plant Protection:
 - 1. Tree Pruning Compound: Waterproof, antiseptic, elastic and free of kerosene, coal tar, creosote, and other substances harmful to plants.
 - 2. Drainage Fill: Selected stone or gravel graded to pass a three inch sieve and retained on a one inch sieve.
 - 3. Topsoil: In accordance with Division 2 requirements for topsoil.
 - 4. Wood fencing:
 - (a) Posts: 4 inch by 4 inch pressure treated wood.
 - (b) Rails: 2 inch by 4 inch pressure treated wood.
 - (c) Exposed height above grade: 6 feet.

PART 3 EXECUTION

3.1 BARRIERS, BARRICADES and ENCLOSURES

- A. Install temporary items under provisions specified above or, where not specified, to level of quality suitable for the intended purpose as judged by the Project Consultant.

3.2 PROTECTION of TREES and PLANT MATERIALS

- A. Preparation:
 - 1. Verify that existing plant life and features designated to remain are tagged or identified.
 - 2. Identify branches and roots that may interfere with construction.

- B. Continuous Protection of Trees and Plants:
 - 1. Protect existing trees scheduled to remain against injury or damage, including cutting, breaking, or skinning of roots, trunks or branches; smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.
 - 2. Protect designated trees with a temporary 6 foot high double rail wood fence enclosure:
 - (a) Provide a minimum 8 foot square enclosure centered on tree trunk.
 - (b) Increase enclosure size as directed for large trees.
 - 3. Erect temporary fencing before commencing site preparation work.
 - 4. Maintain fencing during entire construction period.
- C. Root System Protection:
 - 1. Shall not store construction materials, debris, or excavated material within the drip line, which is the outer perimeter of branches.
 - 2. Shall not permit vehicles within the drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.
 - 3. Protect tree root systems from damage due to noxious materials in solution caused by run-off or spillage during mixing and placement of construction materials or drainage from stored materials.
 - 4. Protect root systems from flooding, erosion, continuous running water or excessive wetting resulting from dewatering operations.
- D. Relocate and protect large boulders and rocks identified by Owner to remain as final landscaping elements.
- E. Clearing and Grubbing:
 - 1. After providing fenced protection for trees and plants to remain, clear and grub site areas as required in Division 2.
 - (a) Selective Clearing:
 - (1) In areas where trees shall remain, remove all undergrowth, dead trees, stumps, roots, vines, and other debris.
 - (2) Strip grass materials to a maximum depth of 1 inch under tree canopies.
 - (3) Carefully till or scarify existing grade to a depth of 1 inch.
 - (b) Grubbing: Scarify the areas where vegetation or other unsuitable materials occur to a minimum depth of 6 inches until all such materials are loosened and remove from the site.
 - (1) Use only hand methods for grubbing inside the drip line of trees indicated to remain.
 - (2) Fill depressions caused by clearing and grubbing operations with satisfactory soil materials and compact and grade in accordance with Division 2 requirements.
 - 2. Remove and stockpile topsoil under provisions of Division 2 except where removal shall be detrimental to existing trees and plants.
- F. Root and Branch Trimming:
 - 1. Consult with Project Consultant to request removal of roots and branches that interfere with construction.
 - 2. Upon Project Consultant's approval of branch or root removal, employ qualified Landscape sub-contractor shall:
 - (a) Remove branches from trees, which shall remain, if required to clear new construction.
 - (b) Carefully and cleanly cut roots and branches of trees indicated to remain, where roots and branches obstruct new construction, with sharp pruning instruments.
 - (1) Do not break or chop roots or branches.
 - (2) Paint cuts over 1/2 inch in size with tree pruning compound.

- (c) Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
 - (d) Extend pruning operation to restore natural shape of entire tree.
- G. Excavation Around Trees:
 - 1. Excavate within drip line of trees only where indicated.
 - 2. Where trenching for utilities is required within the drip line, tunnel around roots by hand digging.
 - 3. Shall not cut main lateral roots or tap roots; cut smaller roots, which interfere with installation of new work.
 - 4. Cut roots with sharp pruning instruments: Do not break or chop.
 - 5. Shall not allow exposed roots to dry out before permanent backfill is placed:
 - (a) Provide temporary earth cover, or pack with peat moss and wrap with burlap.
 - (b) Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.
 - (c) Utilize Landscape sub-contractor shall prune branches to balance loss to root system caused by damage or cutting of root system.
- H. Grading and Filling Around Trees:
 - 1. Maintain existing grade within drip line of trees, unless otherwise indicated.
 - 2. Lowering Grades:
 - (a) Where existing grade is above new finish grade shown around trees, carefully hand excavate within drip line to new finish grade.
 - (b) Cut roots exposed by excavation or provide permanent protections as recommended by Landscape sub-contractor.
- I. Raising Grades:
 - 1. Minor Filling:
 - (a) Where existing grade is six inches or less below elevation of finish grade shown, use a topsoil fill material.
 - (b) Place in single layers and do not compact; hand grade to require finish elevations.
 - 2. Moderate Filling:
 - (a) Where existing grade is more than 6 inches, but less than 12 inches, below finish grade elevation, place a layer of drainage fill on existing grade prior to placing topsoil.
 - (b) Carefully place against tree trunk approximately 2 inches above finish grade and extend not less than 18 inches from tree trunk on all sides.
 - (c) Balance of area within drip line perimeter: Place drainage fill to an elevation six inches below grade and complete fill with a layer of topsoil to finish grade elevation.
 - (d) Shall not compact stone or gravel or topsoil layers; hand grade to required elevations.
- J. Repair and Replacement of Trees:
 - 1. Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.
 - 2. Remove and replace dead and damaged trees, which are determined by the Landscape sub-contractor shall be incapable of restoration to normal growth pattern.
 - 3. Provide new trees of same size and species as those replaced, up to 6 inch caliper. For replacement of trees over 6 inches in caliper taken 12 inches above grade, provide new trees of 6 inch caliper, and of the same species as selected by the Project Consultant.
 - 4. Repair and replacement of trees scheduled to remain and damaged by construction operations or lack of adequate protection during construction operations shall be at Contractor's expense.

3.3 REMOVAL of TEMPORARY BARRIERS, ENCLOSURES and PROTECTIONS

- A. Remove temporary barriers, barricades, fencing, enclosures and protections as warranted by the progress of the Work and prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as noted.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition at start of work or as specified elsewhere in the Contract Documents.
- E. Restore permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01570 (01 57 00)

TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Erosion and Sediment Control.
- B. Pest Control.

1.2 RELATED DOCUMENTS

- A. Section 01110-Summary of Work: Work sequence, Owner occupancy.
- B. Section 01310-Project Management and Coordination: Project coordination.
- C. Section 01520-Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01530-Temporary Construction: Temporary construction.
- E. Section 01560-Temporary Barriers and Enclosures.
- F. Section 01740-Cleaning.

1.3 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Provide water barriers as required to protect site from soil erosion.
- D. Dewatering Facilities and Drains:
 - 1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual specification sections, comply with dewatering requirements of applicable Division 2 Sections.
 - 2. Where feasible, utilize the same facilities.
 - 3. Maintain the site, excavations and construction free of water.
 - 4. Comply with environmental limitations on dewatering as imposed by Broward County, the South Florida Water Management District, or other applicable jurisdictional authority.

1.4 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Provide earthen embankments and similar barriers in and around excavations and subgrade construction sufficient to prevent flooding by runoff of storm water from heavy rains.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.5 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests, insects and rodents from infesting the area of the Work and adjacent premises.
- B. Prior to construction of footings, foundations or slabs: Retain a local exterminator or pest control company to:
 - 1. Recommend practices to minimize attraction and harboring of rodents, roaches and other pests.
 - 2. Provide extermination and control procedures at regular intervals so the Project will be free of pests and their residues at Substantial Completion.
 - 3. Ensure that pest, insect and rodent control operations are conducted in a lawful manner using environmentally safe materials.
- C. Engage in exterminator to make final eradication of rodents, insects, and other pests as specified in Section 01570-Temporary Controls.
- D. Repeat final treatments as necessary until Owner occupancy to ensure rodent, insect and pest free facilities.
- E. Refer to Division 2 requirements for termiticide treatments and other pest control requirements.

1.6 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried controls as warranted by the progress of the Work or prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as noted.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition at start of work or as specified elsewhere in the Contract Documents.
- E. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01572 (SECTION 02 42 00)

CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for the following:

NOTE TO SPECIFIER: Make selections below to suit Project.

1. Salvaging nonhazardous waste.
2. Recycling nonhazardous waste.
3. Disposing of nonhazardous waste.

1.2 RELATED SECTIONS

- A. Section 02070-Minor Demolition for Remodeling.
- B. Section 02110-Site Clearing.
- C. Section 02222-Building Demolition.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from demolition, construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of construction waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of waste and subsequent sale or reuse in another facility.
- E. Salvage and Reuse: Recovery of waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

NOTE TO SPECIFIER: Make selection below to suit Project.

- A. General: Develop waste management plan that results in landfill diversion through salvage and recycling of [50] [75] <Insert number> percent by weight of total construction waste generated by the Work.

1.5 SUBMITTALS

NOTE TO SPECIFIER: Make selection below to suit Project.

- A. Waste Management Plan: Submit [3] <Insert number> copies of plan not less than 10 days before the Pre-Construction meeting.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit [three] <Insert number> copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

NOTE TO SPECIFIER: Make selection below to suit Project.

- C. Waste Reduction Calculations: Before request for Substantial Completion, submit [three] <Insert number> copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. LEED Submittal: LEED letter template for Credit MR 2.1[and 2.2], signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.

1.6 PRE-CONSTRUCTION MEETING

- A. Waste Management Pre-Construction meeting: Shall not occur without Waste Management Plan accepted by the Project Consultant and the Owner. After award of Contract and prior to the commencement of the Work, the Contractor must schedule and conduct meeting with at a minimum the Owner and Project Consultant(s) at Project site to discuss the Waste Management Plan and to review methods and procedures related to waste management including, but not limited to the following:
 - 1. Review and discuss Waste Management Plan including responsibilities of the Contractor.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Identify the materials to be diverted from disposal. Indicate anticipated types and quantities of construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Identify whether materials are sorted on-site or comingled.
- D. Designate a specific area(s) on the construction site for segregated or comingled collection of recyclable materials and track recycled efforts throughout the construction process.
- E. Identify construction haulers and recyclers to handle the designated materials.
- F. Identify location of receiving agent.
- G. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 3. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 4. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as accepted by Project Consultant and Owner. Acceptance by Project Consultant and Owner does not relieve the Contractor of responsibility of compliance with applicable environmental regulations. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Designate a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within minimum of 3 days of accepted submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, and reused.
 - 2. Comply with Division-1 Section 01560-Barriers and Enclosures for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING CONSTRUCTION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.

NOTE TO SPECIFIER: Make selection from paragraph below to fit Project requirements.

- 4. Transport items to Owner's storage area [on-site] [off-site] [designated by Owner].
- 5. Protect items from damage during transport and storage.

3.3 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Options: Sort on-site or comingle.

3.4 RECYCLING CONSTRUCTION WASTE

NOTE TO SPECIFIER: Paragraphs below in this Article are examples only; retain, delete, or add Project specific disposal, cleanup, or removal requirements to suit Project or recycling facilities.

- A. Asphaltic Concrete Paving.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

- C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
- D. Wood Materials.
 - 1. Separate lumber, engineered wood products, panel products, and treated wood materials.
 - 2. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - 3. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- E. Metals: Separate metals by type.
- F. Asphalt Shingle Roofing: Remove and dispose of nails, staples, and accessories.
- G. Gypsum Board:
 - 1. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
 - 2. Stack large clean pieces on wood pallets and store in a dry location.
 - (a) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
- H. Acoustical Ceiling Panels and Tile. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- I. Carpet and Pad if applicable.
- J. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- K. Plumbing Fixtures: Separate by type and size.
- L. Piping.
- M. Lighting Fixtures: Separate lamps by type and protect from breakage.
- N. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panel boards, circuit breakers, and other devices by type.
- O. Conduit.
- P. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

NOTE TO SPECIFIER: Make selection from below to fit Project requirements.

- Q. Site-Clearing Wastes: Chip brush, branches, and trees [on-site] [at landfill facility].
- R.

S.

3.5 DISPOSAL OF WASTE

NOTE TO SPECIFIER: Add other specific disposal, cleanup, and removal requirements to fit Project requirements.

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove and transport waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction and the city where the project is located..
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 01580 (01 58 00)

PROJECT IDENTIFICATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project identification sign.
- B. Project informational signs.
- C. Maintenance.
- D. Removal.

1.2 RELATED SECTIONS

- A. Section 01110-Summary of Work: Contractor's use of premises, Owner occupancy.
- B. Section 01520-Construction Facilities: Field offices and sheds.
- C. Section 01550-Vehicular Access and Parking.

1.3 QUALITY ASSURANCE

- A. Design sign and structure to withstand wind velocity as required by the latest edition of The Florida Building Code with amendments, and SREF.
- B. Sign Painter: Experienced as a professional sign painter for minimum 3 years.
- C. Finishes and Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- D. Signs other than those specified: Not Permitted.

1.4 SUBMITTALS

- A. Section 01300-Submittals: Shop Drawings.
- B. Show content, layout, lettering, color, foundation or footings, structure, sizes, and grades of members.

PART 2 PRODUCTS

2.1 SIGN MATERIALS

- A. Structure and Framing: New materials, wood or metal, structurally adequate.

- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints. Increase thickness as required to span across framing members and to provide an even, smooth surface without waves or buckles.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, 1 coat primer and 2 coats finish color.
 - (a) Colors:
 - (b) As required by regulatory agencies or as otherwise specified below or indicated on drawings.
 - (c) Where no regulatory requirements exist: Maintain uniform color scheme throughout site.
- E. Lettering: Exterior quality paints, contrasting colors as selected.

2.2 CONSTRUCTION PROJECT SIGNS

- A. One painted sign of construction, design, size, and content shown on Drawings, location designated. Customization of graphic design: Not Permitted.
- B. Before project sign acceptance by the Project Consultant as to size, design, type, location, and local regulations, Contractor and subcontractors may erect temporary signs for purposes of identifications and controlling traffic.
 - 1. Furnish, erect, and maintain signs as required by applicable safety regulations or as necessary to safeguard life and property.
- C. Upon starting construction. Provide a 4 feet x 8 feet project sign containing the school name, project name, project number, members of the School Board of Broward County and superintendent of schools in office at the time of construction contract award, the year construction contract award, Project Consultant and Project Consultant's consultant's and Contractor.
 - 1. Layout, color, construction, and location of sign require acceptance by Project Consultant.
 - 2. At Contractor's option, provide Project signage similar to 4 feet x 8 feet project sign, containing the same information, with subcontractor's as Contractor may desire.

2.3

2.4 PROJECT INFORMATIONAL SIGNS

- A. Painted informational signs of the same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100-foot distance.
- B. Provide at each field office, storage shed, and directional signs to direct and control traffic into and within site. Relocate as Work progress requires.
- C. Provide Florida Department of Transportation standard directional traffic signs to and within site.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install project identification sign within 30 days after date of receipt of Document 00550-Notice to Proceed.
- B. Erect at designated location. If drawings do not indicate, coordinate with the Owner to select a location of high public visibility adjacent to main entrance to site.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.

3.2 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.
- B. Repaint as necessary to present an "as new" appearance as required by the Project Consultant or Owner.
- C. Relocate signs and provide additional signage as the Work progresses.

3.3 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of the Work and restore the area.

END OF SECTION

SECTION 01610 (01 60 00)

BASIC PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product List Schedule.
- B. General Product Requirements.
- C. Toxic Substances.

1.2 RELATED DOCUMENTS

- A. Section 01330-Submittal Procedures.
- B. Section 01620-Product Options.

1.3 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 shall 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) 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) 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.

1.4 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: 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: Product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
- B. Shall 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 products are required.
 - 5. Shall 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: In occupied spaces, except for required labels and operating data, manufacturer's or producer's nameplates or trademarks on exposed surfaces of products shall not be exposed to view.
- 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.

1.5 TOXIC SUBSTANCES

- A. Chapter 1013.49, Florida Statutes, delineates the parameters for the use of toxic substances enumerated in the Florida Substance List that shall not 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 3 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 Hazardous Materials: In addition to the restrictions placed by Chapter 1013.49, Florida Statutes, use of the products containing the following materials is strictly prohibited on School Board of Broward County, Florida projects:
1. Asbestos.
 2. Polychlorinated biphenyl (PCB).
 3. Cellulose or urea formaldehyde.
 4. Lead.
- D. Handling of toxic materials:
1. Storage: Shall not store any chemical or otherwise toxic product in any size container outside of a building. Provide proper secondary containment barriers for all stored chemicals or toxic materials.
 2. Shall 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, and containers of chemicals or other toxic materials on site. Dispose of on said 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 use of the chemicals. 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. Materials and chemicals used during the Work.
 2. Spillage or storage of chemical materials on or near the site or any other location used in connection with prosecuting the Work causing an environmental problem or causing a notice of compliance to be issued by any authoritative Federal, State and Local governmental agency; shall be the responsibility of the Contractor 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.
- F. Lead Safety: Beginning April 22, 2010, federal law (EPA's Final Rule 40 CFR Part 745) shall require that contractors and renovators performing renovation, repair, and painting projects that disturb lead based paint in homes, child care facilities, and schools built before 1978 that a child under age 6 visits regularly, to be certified and follow lead-safe work practices to prevent lead contamination. Contractors and renovators must be EPA Certified and projects must comply with the EPA manual "Renovate Right, Important Lead Hazard Information for Families, Child Care Providers and Schools".

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION

3.1 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 (01 62 00)

PRODUCT OPTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product Quality Assurance.
- B. Product Selection.

1.2 RELATED DOCUMENTS

- A. Section 01610-Basic Product Requirements.
- B. Section 01630-Product Substitution Procedures.

1.3 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 shall be 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.

1.4 BUY AMERICAN FIRST-FOREIGN PRODUCT LIMITATIONS

- A. 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

2.1 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, descriptive, performance, proprietary, reference standard, conformance with graphic details and other similar forms and methods of indicating requirements, all of which shall 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. The Contractor's options 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: Provide product indicated, unless "equivalent" products with listed important 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. Basis-of-Design: A specification where two or more manufacturers are named and one manufacturer is accompanied by the words "basis of design." The product characteristics listed in the specification are for the basis-of-design product. However, 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.
- G. "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.
- H. Performance Requirements: Provide products which comply with specific performances noted, and that are recommended by manufacturer for the application indicated.
 - 1. The manufacturer's recommendations shall 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. Reference 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 those standards, codes and regulations, is Contractor's option.
- K. 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 noncompliance with specified requirements.
- L. Visual Selection: Except as otherwise noted, 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 01630 (01 66 00)

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General Requirements.
- B. Submittals.
- C. Project Consultant's Action.
- D. Conditions.
- E. Compliance with the Contract Documents.

1.2 RELATED DOCUMENTS

- A. Document 00200-Instruction To Bidders.
- B. Document 00520-Agreement Form.
- C. Section 01250-Contract Modification Procedures.
- D. Section 01610-Basic Product Requirements.
- E. Section 01620-Product Options.
- F. Document 01630a-Contractor's Substitution Request.

1.3 GENERAL REQUIREMENTS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the proposal period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or Project Consultant.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
 - 5. The Contractor's unilateral incorporation of non-specified products, materials and equipment into the Work.
 - 6. The Contractor's unilateral incorporation of products, materials and equipment, which do not conform to the requirements of the Contract Documents into the Work.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Submit 3 copies of all substitution requests to the Project Consultant on **Document 01630a-Contractor's Substitution Request**.
 - 1. Include the information and documentation required on Document 01630a and other information necessary for an evaluation by both the Owner and the Project Consultant.
 - 2. The burden of proof of the merit of the proposed substitution is upon the Contractor.
 - 3. Substitution requests deemed incomplete or incorrect by the Project Consultant will be disapproved.
 - 4. The Owner's decision, based upon recommendations of the Project Consultant, of approval or disapproval of a proposed substitution shall be final.
- B. Requests for substitution will be considered if received within 30 days after receipt of Document 00550-Notice to Proceed. Requests received more than 30 days after receipt of Document 00550-Notice to Proceed may be considered or rejected at the discretion of the Project Consultant.
- C. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - 1. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - 2. Samples, where applicable or requested.
 - 3. A detailed comparison on the same page of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect. All differences in products shall be noted.
 - 4. A detailed description of the effect the proposed substitution will have on LEED for Schools project requirements?
 - 5. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - 6. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - 7. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - 8. Certification by the Contractor that the substitution proposed: in every significant respect to that required by the Contract Documents, and that it shall:
 - (a) Shall be equal to or better in every significant respect to specified material or product, and shall perform adequately in the intended application.
 - (b) Provide the same or greater warranty for the substitution as for the specified product.
 - (c) Provide the same required fire rating for the substitution as for the specified product.
 - (d) Coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional costs to Owner.
 - (e) Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

1.5 PROJECT CONSULTANT'S ACTION

- A. Within 7 days of receipt of the request for substitution, the Project Consultant will request additional information or documentation necessary for evaluation of the request.
- B. Within 14 days of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Project Consultant will notify the Contractor of the Owner's acceptance or rejection of the proposed substitution.

- C. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.
- D. Acceptance:
 - 1. Acceptance will be in the form of Document 01250f-Project Consultant's Supplemental Instructions for those accepted substitutions, which do not alter the Contract Sum or Time.
 - 2. Acceptance will be in the form of a Change Order for those accepted substitutions, which alter the Contract Sum or Time.

PART 2 PRODUCTS

2.1 CONDITIONS

- A. The Contractor's substitution request will be received and considered by the Project Consultant and Owner when one or more of the following conditions are satisfied as determined by the Project Consultant:
 - 1. Substitution Request is timely, fully documented and properly submitted.
 - 2. The request is directly related to an "or approved substitute" clause or similar language in the Contract Documents for which the Contract Documents do not prescribe a particular remedy
 - 3. The specified product or method of construction is no longer available. The request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
 - 4. The Owner has deemed the specified products or methods are no longer suitable or appropriate for incorporation into the Work.
 - 5. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Project Consultant for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - 6. The specified item fails to comply with building code requirements.
 - 7. The manufacturer or fabricator declares a specified product unsuitable for the use intended and refuses to warrant its installation.
- B. Substitution requests, which do not, at the Project Consultant's discretion, meet the criteria specified above, will be returned without action except to record noncompliance with these requirements.
- C. Where a proposed substitution involves more than one contractor or the work of the Owner, the Contractor shall cooperate with the other contractors or Owner's personnel involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.

2.2 COMPLIANCE WITH CONTRACT DOCUMENTS

- A. The Contractor's submittal and Project Consultant's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents shall not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- B. Replacement of products, materials and equipment not specified or not complying with the Contract Documents is the sole responsibility of the Contractor.

PART 3 EXECUTION-Not Used

END OF SECTION



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01630a (00 63 25)-Contractor's Substitution Request

To:

Request No.: _____

Date: _____

(Project Consultant)

Project No:

Project Title:

(One Substitution
request per form)

Facility Name:

Location No:

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:	<ol style="list-style-type: none">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 technical data, including applicable laboratory test reports. Include complete information on changes to drawings and/or specifications, which the proposed substitution shall require for its proper installation.3. Check items submitted with this substitution request: <input type="checkbox"/> Catalog <input type="checkbox"/> Drawings <input type="checkbox"/> Samples <input type="checkbox"/> Tests/Reports <input type="checkbox"/> Other:
------------------------------	---

Completion of the following information is required:

1. Provide complete reason for proposed substitution (reason shall comply with one or more conditions of Section 01630 (2.1) (A):



The School Board of Broward County, Florida
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Document 01630a (00 63 25)-Contractor's Substitution Request

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

Written	Dollars	\$
Written	Time	Figures

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

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

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

6. 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 Design Criteria Package, 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:

Signature

Phone:

Title

DO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY

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

Distribution: 1. ☐ Design Section 2. ☐ Project Manager 3. ☐ Bidders 4. ☐ Project File

SECTION 01663 (01 66 00)

PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product Transportation and Delivery.
- B. Product Storage, Protection and Handling.

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form: Stored Materials.
- B. Section 01290-Payment Procedures.
- C. Section 01320-Construction Progress Documentation.
- D. Section 01450-Quality Control.

1.3 PRODUCT TRANSPORTATION AND DELIVERY

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, toxic, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- G. Keep and maintain shipping receipts, damage reports, and other shipping/delivery documentation as project records.
- H. Defective materials and products shall not be acceptable.

1.4 PRODUCT STORAGE, PROTECTION AND HANDLING

- A. Store products at the site in a manner that shall facilitate inspection and measurement of quantity or counting of units.

- B. Periodically inspect storage areas to assure products are undamaged and are maintained under specified conditions.
- C. Make stored materials available for Owner's inspection and inventory prior to and on dates of project meetings.
- D. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- E. Protect sensitive materials from weather and climate.
- F. Maintain temperature and humidity within range required by manufacturer's instructions.
- G. Store heavy materials away from the Project structure in a manner that shall not endanger the supporting construction.
- H. Exterior Storage:
 - 1. Store fabricated products above ground on blocking or skids to prevent soiling or staining.
 - 2. Cover products subject to deterioration with impervious sheet covering.
 - (a) Provide ventilation to avoid condensation.
 - (b) Ensure Adequate Drainage: Shall not allow standing water on top of impervious sheeting.
 - 3. Loose Granular Materials (including sands and other aggregates):
 - (a) Store on well drained solid surfaces only.
 - (b) Cover with impervious sheet covering or provide other weatherproof enclosure.
 - 4. Prevent mixing with ground, run-off, sprayed or spilled contaminants.
- I. Provide equipment and personnel to store and handle products by methods to prevent soiling, disfigurement, or damage.
- J. Replace materials improperly transported, stored or handled at no additional cost to the Owner.
- K. Defective materials or products shall not be acceptable.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01700 (01 70 10)

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Record Documents.
- B. Contractor Closeout Submittals to Project Consultant.
- C. Final Adjustments of Accounts.
- D. Final Change Orders.
- E. Final Application of Payment.

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form.
- B. Document 00700-General Conditions of the Contract.
- C. Section 01330-Submittal Procedures.
- D. Section 01350-Special Procedures.
- E. Section 01770-Closeout Procedures.
- F. Section 01810-Commissioning.
- G. Section 01820-Demonstrating and Training.
- H. Related requirements specified in respective specification Section of Division 2 through 16.

1.3 RECORD DOCUMENTS

- A. Record Drawings:
 - (a) Keep accurate notes on Record Drawings of Work as installed. Include dimensions of underground lines, their offsets, and valve locations.
- 2. Maintain the set of Record Drawings apart from those used for construction.
- 3. Mark each page of the Record Drawings with the words "RECORD DRAWINGS" in neat, large printed letters.
- 4. Record information concurrently as Work progresses.
 - (a) Shall not conceal any work until the required information is marked on Drawings.
 - (b) Show locations of internal utilities and appurtenances concealed in the construction to visible and accessible features.
 - (c) Show locations of field changes and details not on original Drawings.
- B. Record Specifications and Addenda:
 - 1. Mark each section to record manufacturer, trade name, catalog number, supplier of each product, and item of equipment installed.

- C. Update record drawings daily for Project Consultant review of compliance. Non-compliance shall be grounds for Project Consultant to note in the certification for payment of such fact. Failure to update record drawings will be grounds for not processing the Requisition for Payment.

1.4 CONTRACTOR'S CLOSEOUT SUBMITTALS TO PROJECT CONSULTANT

- A. Evidence of compliance with requirements of governing authorities and construction documents as noted in various sections.
 - 1. Project record documents.
 - 2. Operating and maintenance data, instructions to Owner's personnel.
 - 3. Warranties and bonds.
 - 4. Record list of various building finishes including tile, carpet, acoustical finish, wall covering, paints and coatings, giving manufacturers' brand names or types and colors used in various locations.
 - 5. Keys: According to requirements of Section 08710-Finish Hardware.
 - 6. Spare parts and maintenance materials.
 - 7. Evidence of payment and release of liens.

1.5 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a statement of accounting to Project Consultant. Statement shall reflect all adjustments to contract sum and the following:
 - 1. The original contract sum.
 - 2. Additions and deductions resulting from:
 - (a) Previous change orders.
 - (b) Allowances.
 - (c) Unit prices.
 - (d) Deductions for uncorrected work.
 - (e) Penalties and bonuses.
 - (f) Deductions for liquidated damages.
 - (g) Deductions for additional construction review payments.
 - (h) Other adjustments.
 - 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.

1.6 FINAL CHANGE ORDER

- A. Prepare a Final Change Order, reflecting approved adjustments to contract sum not made by previous Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Submit final Application.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01710 (01 71 00)

EXAMINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Inspection of Conditions.
- B. Acceptance of Conditions.
- C. Existing Conditions.
- D. Pre-Moving Conference.
- E. Schedule of Furniture Moving.

1.2 RELATED DOCUMENTS

- A. Section 01110-Summary of Work.
- B. Section 01310-Project Management and Coordination.
- C. Section 01430-Quality Assurance.
- D. Section 01450-Quality Control.
- E. Section 01720-Preparation.

1.3 DEFINITIONS

- A. Furniture (or furnishings): Includes all classroom and administrative area desks, tables, chairs, and other "furniture" and also includes non-fixed equipment, instructional aids, books, toys, and other miscellaneous items not removed prior to this Work by the Owner.

1.4 INSPECTION OF CONDITIONS

- A. Require the Installer of each major component to inspect both the substrate and conditions to perform the Work.
- B. Shall not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Owner.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Recheck and Verify:
 - 1. Specific conditions and requirements described in individual specification sections and on the drawings.
 - 2. Measurements and dimensions, before starting each installation.
 - 3. Existing site conditions and substrate surfaces are acceptable for subsequent Work.

4. Existing substrate is capable of structural attachment of new Work being applied or attached.
5. Utility services, including any required electrical, plumbing and other fixtures, components or service connections, are available, have the correct characteristics for the Work, and are in the correct location.

1.5 ACCEPTANCE OF CONDITIONS

- A. Beginning Work means acceptance of existing conditions and substrates.

1.6 EXISTING CONDITIONS

- A. Conditions existing at the time of Bidder's inspection will be maintained by Owner insofar as practicable.
- B. Variations within structure may occur by Owner's removal and salvage operations prior to start of the Work.
- C. The Owner will not make extraordinary efforts to protect structures to be demolished from weather and other natural or manmade effects that might cause decay or decline in the condition of the structures over time.
- D. Notify Project Consultant to coordinate Owner's removal of furnishings, equipment or other items remaining in the area of the Work as discovered by the Contractor.
 1. Protect as necessary until Owner's removal.
 2. Remove, store and protect as instructed by the Project Consultant.

1.7 PRE-MOVING CONFERENCE

- A. If the Contract Documents require moving furniture, furnishings or other items: Convene a pre-moving conference one week prior to commencing work of this Section or as necessary to conform to the sequence and Owner occupancy requirements specified in Section 01110-Summary of Work.
 1. Conform to the requirements for meetings specified in Section 01310-Project Management and Coordination.
 2. Require attendance by the Contractor, Project Consultant, the Facilities Project Manager, the School Principal, and the School Head Custodian.
 3. Discuss method of predetermining damage to existing structure and furniture; coordinate furniture storage locations, inventory methods, and staging furniture moves to facilitate Owner's operations and Work required by other sections.
 - (a) Furniture Storage Outdoors: Not allowed.
 - (b) Furniture storage in areas used for paint storage or for other construction materials: Not allowed.
 4. Review requirements for the Owner to secure or remove any salvageable or valuable items from spaces affected by the Work.
 5. Note any special equipment requiring specific disconnection and storage (such as computers, and other electronic equipment). Coordinate schedule for Owner's removal of such equipment.
 6. Conduct pre-move inspection and inventory:
 - (a) Conduct pre-move inspection of entire project location with Project Consultant and school based personnel assigned by the School Principal.
 - (b) Note any damage to existing structure and furniture.
 - (c) Tag or identify furniture to be removed from school spaces to facilitate return of furniture to original placement.

- (d) Maintain inventory control sheets listing tag numbers, description and condition of each item to be moved.
 - (1) Ensure comprehensive listing of items.
 - (2) Utilize to maintain inventory control during all movement and storage activities.
 - (3) Provide copies to the School Principal and the Project Consultant.
- (e) Note any items that shall be secured or removed from Work affected spaces. Project Consultant will coordinate with School Principal concerning spaces that are not ready for Contractor's work.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION

3.1 SCHEDULE OF FURNITURE MOVING

3.2 Contractor shall fill in the following documentation relative to furniture to be moved.

3.3 Room Number:	3.4 Room Name:	3.5 Description of Required Move:
3.6 A.	3.7	3.8
3.9 B.	3.10	3.11
3.12 C.	3.13	3.14
3.15 D.	3.16	3.17

END OF SECTION

SECTION 01720 (01 71 10)

PREPARATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Construction Layout and Field Engineering.
- C. Surveying.
- D. Protection of Moving Furniture and Equipment.
- E. Protection of Adjacent Construction.

1.2 RELATED DOCUMENTS

- A. Section 00700-General Conditions: Surveys.
- B. Section 01560-Temporary Barriers and Enclosures.
- C. Section 01740-Cleaning.
- D. Section 01780-Closeout Submittals.

1.3 QUALITY CONTROL

- A. Employ a Land Surveyor registered in the State of Florida and acceptable to Project Consultant.
- B. Employ a Professional Engineer, licensed in the State of Florida, of the discipline as required for specific services on Project.

1.4 SUBMITTALS

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. Project Closeout Submittals: Submit the following under provisions of Section 01780-Closeout Submittals:
 - 1. Certificates: Submit a copy of registered site drawing and a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.
 - 2. Final Property Survey: Submit six (6) copies of the final property survey including one (1) electronic copy of the survey in CAD and media formats as required by Section 01780-Closeout Submittals.
 - 3. Project Record Documents: Submit a logged record of Work performed and record survey data.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. On completion of major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

1.6 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Provide field-engineering services. Utilize recognized engineering survey practices.
- B. Locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Establish a minimum of 2 permanent benchmarks on site, referenced to established control points.
 - 1. Record locations, with horizontal and vertical data, on project record documents.
 - 2. Set 1 benchmark at the base of the facility's flagpole if flagpole is required in the scope of the Work.
- F. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- G. Promptly report to Project Consultant the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- H. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Project Consultant.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements: Stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and site features or improvements as required by the Project Consultant.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and other features as required by the Project Consultant.
- J. Periodically verify layouts by same means.

1.7 SURVEYING

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project.
 - 1. Calculate and measure required dimensions within indicated or recognized tolerances.
 - 2. Shall not scale Drawings to determine dimensions.
 - 3. Coordinate with Contractor marked lines and levels provided for their use.
 - 4. As construction proceeds, check every major element for line, level and plumb.

- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for Project Consultant's and Inspector's reference.
 - 1. Record deviations from required lines and levels, and advise the Project Consultant when deviations that exceed noted or recognized tolerances are detected.
 - 2. On Project Record Drawings, record deviations that are accepted and not corrected.
 - 3. On completion of foundation walls, major site improvements, and other Work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.
- E. Existing Utilities:
 - 1. Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction.
 - 2. Coordinate with local authorities having jurisdiction.
- F. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project.
 - 1. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.
 - 2. Show all fences, walls, walks, building(s) and appurtenances, fire hydrant(s), manholes, catch basins, meters, valve boxes, asphalt play areas/courts, parking, drives, curbs, football goal posts, basketball backboards, tennis courts, ball fields, trees and shrubs.
 - 3. Base survey on the mean sea level datum.
 - 4. Show elevations to the 0.01-foot in sufficient number of points to clearly indicate the slope of parking, sidewalks, floor and other improved areas.
 - 5. Show grate and invert elevation for all manholes and catch basins.
 - 6. Indicate elevations to 0.1 foot at all changes in ground level, such as ditches, and at intervals not exceeding 100 feet including all adjacent rights-of-way.
 - 7. Replace all permanent corner markers, which have been removed.
 - 8. Update and correct initial survey furnished to the Contractor by the Owner to accurately illustrate the Work's relationships to the previously existing site and its previously existing improvements and appurtenances.
- G. Recording: At Substantial Completion, have the final property survey recorded by or with local governing authorities as the official "property survey".

1.8 PROTECTION AND MOVING OF FURNITURE AND EQUIPMENT

- A. Protect and move existing furniture and equipment as required elsewhere in the Contract Documents and as specified below and in Section 01710-Examination.

1.9 PROTECTION OF ADJACENT CONSTRUCTION

- A. Cleaning And Protection:
 - 1. During handling and installation, clean and protect existing facilities, construction in progress and adjoining materials in place.

2. Apply protective covering where required to ensure protection from damage or deterioration.
 3. Clean and maintain adjacent construction as frequently as necessary through the entire construction period to remove debris, dust and other deleterious items as caused by construction operations under provisions of Section 01740-Cleaning.
 4. Adjust and lubricate operable components to ensure operability without damaging effects.
- B. Limiting Exposures:
1. Take precautions and supervise construction activities to ensure that no part of the construction (completed or in progress), adjacent spaces or neighboring facilities are subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
 2. Where applicable, such exposures include, but shall not be limited to, the following construction related elements:
 - (a) Abrasion.
 - (b) Air contamination or pollution.
 - (c) Bacteria.
 - (d) Chemicals.
 - (e) Combustion.
 - (f) Contact between incompatible materials.
 - (g) Destructive testing.
 - (h) Electrical current.
 - (i) Excessive static or dynamic loading.
 - (j) Excessive internal or external pressures.
 - (k) Excessively high or low temperatures.
 - (l) Excessively high humidity.
 - (m) Excessive weathering.
 - (n) Heavy traffic.
 - (o) High-speed operation.
 - (p) Improper lubrication.
 - (q) Improper shipping or handling.
 - (r) Light.
 - (s) Misalignment.
 - (t) Puncture.
 - (u) Rodent and insect infestation.
 - (v) Unusual wear or other misuse.
 - (w) Unprotected storage.
 - (x) Radiation.
 - (y) Soiling, staining and corrosion.
 - (z) Solvents.
 - (aa) Theft.
 - (bb) Thermal shock.
 - (cc) Vandalism.
 - (dd) Water.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Equipment: As required to achieve a successful move of furniture.

2.2 MISCELLANEOUS ACCESSORIES

- A. Provide pads, packing materials, and other accessories to ensure protection of moved items.

PART 3 EXECUTION

3.1 FURNITURE MOVING AND EQUIPMENT

- A. Preparation for Moving:
 - 1. Ensure completion of pre-move conference, inspections and inventory as required by Section 01710-Examination.
 - 2. Ensure placement of barricades, barriers, and other safeguards as required in Section-01500.
 - 3. Ensure availability and readiness of temporary storage and staging areas.
 - 4. Protect existing building, furniture, classroom aids, equipment, and other room contents from damage during moving operations.
 - 5. Maintain protection of moved items during storage intervals and after relocation.
- B. Moving:
 - 1. Relocate furniture to temporary storage, staging area or designated temporary location as prelocated and coordinated with Owner.
 - 2. Maintain stored furniture in safe, clean condition.
 - 3. Storage facilities shall be conditioned to maintain materials and products at temperature and humidity per manufacturer's recommendation/requirements, or as specified.
- C. Furniture Relocation
 - 1. After Owner's inspection and acceptance of other interior work in individual rooms, relocate stored furniture to original respective locations.
 - 2. Place furniture in locations and in classroom arrangements as before move.
- D. Cleaning:
 - 1. Remove protective materials from moved items.
 - 2. Thoroughly and carefully remove tape, tags and other adhesive materials from all surfaces.
 - 3. Protect surfaces from damage during cleaning to avoid mars, tears, and discoloration.
 - 4. Vacuum carpeted floor surfaces after relocation of furniture and equipment.
 - 5. Mop resilient and tile floor surfaces after relocation of furniture and equipment.
 - 6. Clean and retouch painted wall surfaces damaged as a result of moving operations to match previous condition or conditions required for the Work as applicable.
 - 7. Provide final cleaning under provisions of Section 01740-Cleaning.

3.2 PREPARATION

- A. Cover and protect existing or adjacent finished building surfaces (walls, floors, ceilings, etc.), furniture, equipment and fixtures to remain from soiling or damage when selective demolition work and other construction activities are performed in rooms or areas from which items have not been removed or in rooms which contain other new elements of construction.
- B. Dust-Proof Partitions and Other Closures: Refer to Section 01560-Temporary Barriers and Enclosures.
- C. Where selective demolition or other construction activities will create excessive dust occurs, immediately adjacent to or within occupied portions of building, construct dust-proof partitions or barriers to inhibit spread of airborne dust or debris.
- D. Locate, identify, stub off and disconnect utility services that are not indicated to remain.

- E. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 5 working days advance notice to Owner if shutdown of services is necessary.

END OF SECTION

SECTION 01730 (01 73 00)

EXECUTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Application and Installation.
- B. Cutting and Patching.
- C. Erection.
- D. Existing Products.
- E. Selective Demolition.

1.2 RELATED DOCUMENTS

- A. Section 01560-Temporary Barriers and Enclosures.
- B. Section 01720-Preparation.
- C. Section 01740-Cleaning.
- D. Section 01780-Closeout Submittals.
- E. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to work of the section.
 - 2. Selective demolition incidental to work of the section.
 - 3. Advance notification to construction entities of openings required in Work of those sections.
 - 4. Limitations on cutting structural members and fire rated assemblies.

1.3 SUBMITTALS

- A. Written Request:
 - 1. Submit a written request to Project Consultant at least 10 days before any cutting or alteration affecting:
 - (a) Work of other general contractor hired by the Owner.
 - (b) Structural value or integrity of any element of the Work.
 - (c) Integrity of weather-exposed or moisture-resistant elements or systems.
 - (d) Efficiency, operational life, maintenance, or safety of building elements.
 - (e) Visual qualities of sight-exposed elements.
 - (f) Security of facility.
 - 2. Written request shall include:
 - (a) Identification of the Work.
 - (b) Description of proposed work:
 - (c) Scope of cutting, patching, alteration, or excavation.
 - (d) Trades executing the work.
 - (e) Products proposed to be used.

- (f) Extent of refinishing to be done.
 - (g) Location and Description of affected work.
 - (h) The need for cutting, alteration, or excavation and how it shall be performed; indicate why it cannot be avoided.
 - (i) Effect on work of any separate Contractors.
 - (j) Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant elements.
 - (k) List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long the service will be disrupted.
 - (l) Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
 - (m) Effect on structural or weatherproof integrity of the Work.
 - (n) Alternatives to cutting and patching.
 - (o) Written permission of any separate contractor whose work will be affected.
 - (p) Date and time the Work will be uncovered.
 - (q) Date and time the Work shall be completed or restored.
3. Approval by the Project Consultant and Owner to proceed with cutting and patching does not waive the Project Consultant's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.
- B. Selective Demolition:
- 1. Submit schedule noting proposed sequence of operations for selective demolition work to Owner for review and approval prior to commencement of demolition.
 - 2. Include coordination for shut-off, capping, continuation of utility services as required, together with details for dust, fume, moisture, and noise control protection.
 - 3. Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new addition, alteration, and renovation.
- C. Project Record Documents: Accurately record actual locations of capped utilities, subsurface obstructions, and unanticipated structural, mechanical and electrical elements uncovered during demolition and submit under provisions of Section 01780-Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load deflection ratio.
- B. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
- 1. Foundation or footing construction.
 - 2. Bearing and retaining walls.
 - 3. Structural concrete.
 - 4. Structural steel.
 - 5. Lintels.
 - 6. Timber and primary wood framing.
 - 7. Structural decking.
 - 8. Stair systems.
 - 9. Miscellaneous structural metals.
 - 10. Exterior curtain wall construction.
 - 11. Equipment supports.
 - 12. Piping, ductwork, vessels, and equipment.
 - 13. Structural systems of special construction in Division 13.

C. Operational and Safety Limitations:

1. Shall not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
2. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - (a) Shoring, bracing, and sheeting.
 - (b) Primary operational systems and equipment.
 - (c) Air or smoke barriers.
 - (d) Water, moisture, or vapor barriers.
 - (e) Membranes and flashings.
 - (f) Fire protection systems.
 - (g) Noise and vibration control elements and systems.
 - (h) Control systems.
 - (i) Communication systems.
 - (j) Conveying systems.
 - (k) Electrical wiring systems.
 - (l) Special construction specified by Division 13 Sections.

D. Visual Requirements:

1. Shall not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Project Consultant's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching.
2. Remove and replace Work cut and patched in a visually unsatisfactory manner.
3. If possible retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if not possible to engage the original installer or fabricator, engage another installer or fabricator recognized experienced and specialized firm:
 - (a) Processed concrete finishes.
 - (b) Stonework and stone masonry.
 - (c) Ornamental metal.
 - (d) Matched veneer woodwork.
 - (e) Preformed metal panels.
 - (f) Window wall system.
 - (g) Stucco and ornamental plaster.
 - (h) Acoustical ceilings.
 - (i) Terrazzo.
 - (j) Finished wood flooring.
 - (k) Fluid applied flooring.
 - (l) Carpeting.
 - (m) Aggregate wall coating.
 - (n) Wall covering.
 - (o) Swimming pool finishes.
 - (p) HVAC enclosures, cabinets or covers.

1.5 APPLICATION AND INSTALLATION

- A. Materials and Workmanship: Conform to the requirements of the contract documents with respect to the parts or kinds of work included.
- B. Provide attachment and connection devices and methods necessary for securing Work. Secure Work and products true to line and level. Allow for expansion and building movement.
- C. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Project Consultant for final decision.

- D. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- E. Coordinate temporary barriers and enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- F. Mounting Heights: Where mounting heights are not noted, install individual components at standard and/or ADA mounting heights recognized within the industry and/or per SBBC or ADA requirements whichever is more stringent for the particular application indicated. Refer questionable mounting height decisions to the Project Consultant for final decision.

1.6 ERECTION

- A. Erect structural and other building elements within the dimensional tolerances and other requirements as specified in the respective specification sections of Divisions 2 through 16.

1.7 EXISTING PRODUCTS

- A. Protect existing products or newly installed products during all demolition, cutting, patching and other construction operations.

1.8 PROTECTION

- A. Protect existing products or newly installed products during all demolition, cutting, patching and other construction operations.

1.9 SELECTIVE DEMOLITION

- A. Conform to Florida Building Code 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. Shall not close or obstruct egress or access width to exits.
- D. Shall not disrupt building fire or life safety systems without 3 day prior written notice to the Owner.
- E. If the Owner will be continuously occupying areas of building and site immediately adjacent to areas of selective demolition:
 - 1. Conduct demolition work in manner that will minimize disruption of Owner's normal operations.
 - 2. Provide minimum of 5 working days advance notice to Owner of demolition activities, which will impact Owner's normal operations.

1.10 PROTECTION OF ADJACENT PROPERTY

- A. Cleaning And Protection:
 - 1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - 2. Clean and maintain completed work as frequently as necessary through the entire work period. Adjust and lubricate operable components to ensure operability without damaging effects.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cutting and Patching:
 - 1. Use materials that are identical to existing materials.
 - 2. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect.
 - 3. Use materials whose installed performance shall equal or surpass that of existing materials.

PART 3 EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed.
- B. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
- C. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades.
- D. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection:
 - 1. Protect existing construction during cutting and patching to prevent damage under provisions of and Section 01560-Temporary Barriers and Enclosures and Section 01720-Preparation.
 - 2. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 CUTTING AND PATCHING

- A. Asbestos: If the Contractor encounters what is believed to be asbestos or other dangerous materials, refer to Section 00700-General Conditions.
- B. General:
 - 1. Employ skilled workers to perform cutting and patching.

2. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition at start of work.
- C. Cutting:
1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.
 2. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - (a) In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping.
 - (b) Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces.
 - (c) Temporarily cover openings when not in use.
 - (d) To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - (e) Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 - (f) Comply with requirements of applicable Sections of Division 2 where cutting and patching requires excavating and backfilling.
- D. Bypass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned:
1. Cutoff pipe or conduit in walls or partitions to be removed.
 2. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.
- E. Patching:
1. Patch with durable seams that are as invisible as possible. Comply with tolerances specified for the same or similar Work in Divisions 2 through 16.
 2. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing:
 - (a) Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance.
 - (b) Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
 - (c) Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.
 - (d) Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- F. Cleaning:
1. Thoroughly clean areas and spaces where cutting and patching is performed or used as access.
 2. Remove completely paint, mortar, oils, putty and items of similar nature.
 3. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.
 4. Restore damaged pipe covering to its original condition at start of work.

3.4 SELECTIVE DEMOLITION

- A. Asbestos: If the Contractor encounters what is believed to be asbestos or other dangerous materials, refer to Section 00700-General Conditions.
- B. General Requirements:
 - 1. Perform selective demolition work in a systematic manner.
 - 2. Use such methods as required to complete Work indicated on Drawings in accordance with selective demolition schedule, governing regulations.
 - (a) Cease operations, evacuate, and notify the Owner's Representative immediately if safety of structure appears to be endangered.
 - 3. Take precautions to support structure until determinations is made for continuing operations.
 - 4. Maintain protected egress and access to the Work.
- C. Demolition
 - 1. Disconnect, remove, cap, and identify designated utilities within demolition areas.
 - 2. Demolish in an orderly and careful manner. Protect existing supporting structural members and all items to remain.
 - 3. Promptly remove debris to avoid imposing excessive loads on supporting walls, floors, roofs, or framing.
 - 4. If unanticipated mechanical, electrical or structural elements conflict with intended function or design are encountered, investigate, measure both nature, extent of the conflict. Submit report to Owner in written, accurate detail.
 - 5. Pending receipt of directive from Owner, rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- D. Salvage Items
 - 1. Existing equipment, fixtures as noted on drawings or as directed by Project Consultant or Owner, for re-use: Removed from site, stored, reinstalled by Contractor as otherwise required by the Contract Documents.
- E. Disposal Of Demolished Materials:
 - 1. Remove debris; rubbish other materials resulting from selective demolition operations from site as required by Section 01740-Cleaning and other provisions of the Contract Documents.
 - 2. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
 - 3. Burning of removed materials shall not be permitted on project site.
- F. Clean Up And Repair Of Selectively Demolished Spaces:
 - 1. Upon completion of selective demolition work, remove tools, equipment, and demolished materials from site. Remove protections, leave interior areas broom clean.
 - 2. Repair demolition performed in excess of that required.
 - 3. Return damaged structures, surfaces to remain to condition existing prior to commencement of selective demolition work.
 - 4. Repair adjacent construction on surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 01735 (01 78 23)

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Operation Manuals and Maintenance Instructions.

1.2 RELATED SECTIONS

- A. 01750-Starting and Adjusting.
- B. 01770-Closeout Procedures.
- C. 01780-Closeout Submittals.
- D. 01810-Commissioning.
- E. 01820-Demonstrating and Training.

1.3 OPERATION MANUALS AND MAINTENANCE INSTRUCTIONS

- A. Submit 2 draft copies of complete operating and maintenance manuals to Project Consultant and Commissioning Authority for review within 60 calendar days after acceptance of mechanical and electrical equipment Shop Drawings. Submit 4 copies of Project Consultant accepted final operating and maintenance manuals for record documents, bound in durable 3 ring binders, acceptable to Project Consultant, with tabs and index at least 5 days before scheduled acceptance inspection.
 - 1. Properly identify and mark manufacturer's standard literature to clearly define information applicable to installed equipment.
- B. Before substantial completion, instruct the Owner's authorized operating personnel, through qualified individuals, of operation, adjustment, and maintenance during demonstrations of properly operating systems and equipment.
 - 1. Give the Owner at least a 5 working day notice of proposed instruction periods for the Owner to schedule at its convenience.
 - 2. Arrange with subcontractors and manufacturers for an instructional period of not more than 3 days for each major item of mechanical and electrical equipment.
 - 3. Prepare in reproducible form, detailed maintenance manuals, as needed for the Owner's personnel, of installed mechanical and electrical equipment and systems. Include description and operation of systems, equipment, and parts replacement.
 - 4. Furnish a separate manual or chapter for each of the following:
 - (a) Irrigation systems.
 - (b) Security Systems.
 - (c) Plumbing systems.
 - (d) Air-conditioning and ventilating systems.
 - (e) Control systems.
 - (f) Emergency systems.
 - (g) Electrical systems.
 - (h) Fire protection system.
 - 5. Contents of each manual or chapter shall include, but not be limited to, the following:

- (a) Step-by-step procedure for system start-up, including a pre-start checklist. Refer to controls and indicators by nomenclature used on panels and in control diagrams.
 - (b) Detailed instructions in proper sequence, for each mode of operation.
 - (c) Emergency Operation: If some functions of equipment can be operated while other functions are disabled, give instructions for operations under such conditions. Include only those alternate methods of operations the operator can follow when there is a partial failure, malfunctioning of components, or other unusual conditions.
 - (d) Shutdown Procedure: Include instructions for stopping and securing equipment after operation. If a specific sequence is required, give step-by-step instructions in order of sequence.
6. Maintenance Instructions and Requirements: Provide the following categories:
- (a) Preventive Maintenance: Provide a tabular form schedule for preventive maintenance listing recommended frequency of performance for each of the following preventive maintenance tasks:
 - (b) Cleaning: Provide instructions and schedules for routine cleaning and inspection with recommended lubricants.
 - (c) Inspection: If periodic inspection of equipment is required for operation, cleaning, or other reasons, show items requiring inspection and give inspection criteria for motors, controls, filters, and other maintenance items.
 - (d) Provide instructions for minor repairs or adjustments required for preventive maintenance routines.
 - (e) Identify test points and give values for each.
 - (f) Corrective Maintenance: For a rapid replacement procedure to reduce equipment downtime, provide the following:
 - (g) For troubleshooting tables, charts, or diagrams of specified procedures, use a 3-column chart entitled "Malfunction, Probable Cause, and Recommended Action".
 - (h) Indicate repair and replacement procedures most likely to be required in maintenance of equipment.
 - (i) List safety precautions and instructions to be followed before, during, and after making repairs, adjustments, or routine maintenance.
 - (j) Manufacturer's literature covering equipment with illustrations, exploded views, and replacement part lists.
7. Notify the Project Consultant of completion of instructional periods in writing. Include names of all personnel attending the instructional periods, for the Owner's record.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01740 (01 74 00)

CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress cleaning requirements during construction operations.
- B. Final Cleaning prior to building occupancy.
- C. Site Maintenance.

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form.
- B. Section 01350-Special Procedures.
- C. Section 01354-Indoor Air Quality Management.
- D. Section 01410-Regulatory Requirements.
- E. Section 01520-Construction Facilities.
- F. Section 01530-Temporary Construction.
- G. Section 01570-Temporary Controls.
- H. Section 01720-Preparation.
- I. Specification Sections Division 2 through 17: Cleaning for specific products or elements of the Work.

1.3 REFERENCES

- A. GREENGUARD Product Emission Standard for Children & Schools.
- B. Green Seal Environmental Standard for Industrial and Institutional Cleaners - GS-37.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory.
 - 1. Low Emitting Materials.
 - (a) Submit manufacturer's Material Safety Data Sheet Indicating VOC limits of all cleaning products.
 - (b) Submit manufacturer's certification that all cleaning comply with of the GREENGUARD Product Emission Standard for Children & Schools or Green Seal Certified Product.Green Seal Environmental Standard for Industrial and Institutional Cleaners - GS-37.

1.5 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.

1.6 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.

1.7 SAFETY REQUIREMENTS

- A. Standards: Maintain Project in accord with safety and insurance standards.
- B. Cleaning and disposal operations shall comply with local ordinances and anti-pollution laws.
 - 1. Shall not burn or bury rubbish and waste materials on project site.
 - 2. Shall not dispose of volatile wastes such as mineral spirits, oils, or paint thinner in storm or sanitary drains.
 - 3. Shall not dispose of any wastes into canals, streams or waterways.

1.8 COLLECTION AND DISPOSAL REQUIREMENTS

- A. Utilize waste disposal franchise specified by municipal jurisdictional authority if required in the municipality in which the project site is located.
- B. 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 dangerous, or unsanitary waste materials separately from other waste by properly containerizing and appropriately ventilating.
 - 3. Dispose of material in a lawful manner.

1.9 PEST CONTROL

- A. Refer to Section 01570-Temporary Controls.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All cleaning products shall comply with the GREENGUARD Product Emission Standard for Children & Schools or Green Seal Certified Environmental Standard Products for Industrial and Institutional Cleaning - GS-37.
- B. Use only cleaning materials recommended by product manufacturer suitable for surface to be cleaned.

PART 3 EXECUTION

3.1 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 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, that 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; shall not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process shall not fall on wet, newly painted surfaces.

3.2 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 with access.
- 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.

4. Remove paint spots and smears, stains, marks, and dirt to provide clean surfaces.
5. Clean glass, hardware, fixtures, casework, and equipment.
6. 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.
7. 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.
8. Clean ducts, blowers, coils, diffusers and other elements of air conditioning systems.
9. Replace air conditioning filters.
10. 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.
11. Complete final cleanup requirements, including touch-up painting.
12. Touch-up and otherwise repair and restore marred exposed finishes.
13. Wash concrete surfaces, tile floors and walls, other impervious floor and wall surfaces.

3.3 FINAL CLEANING

- A. Site amenities 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 driveways, parking, sidewalks, patios, playcourts; rake clean other exterior surfaces or grounds.
- C. Maintain cleaning until Owner occupancy.

END OF SECTION

SECTION 01745 (01 78 36)

WARRANTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General administrative and procedural requirements for manufacturers' standard or special warranties on products as specified.
- B. Warranty Requirements.

1.2 RELATED SECTIONS

- 1. 01770-Closeout Procedures.
- 2. 01780-Closeout Submittals.

1.3 DISCLAIMERS and LIMITATIONS

- A. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work incorporating the products, nor does it relieve suppliers, manufacturers, or subcontractors required to countersign special warranties with the Contractor.

1.4 DEFINITIONS

- A. Refer to Section 01780-Closeout Submittal.

1.5 WARRANTY REQUIREMENTS

- A. Refer to Section 01780-Closeout Submittal.
- B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work damaged because of such failure or that shall be removed and replaced to provide access for correction of warranted Work, at no cost to the Owner.
 - 1. Correction of work shall include shipping, labor, supervision, and related work involved in replacing defective parts or materials provided by manufacturers under their warranties.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Construction Documents.
- E. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Construction Documents.

- F. Warranties made by subcontractors to the Contractor are a part of the Contractor's responsibility to the Owner.
- G. The Owner reserves the right to refuse acceptance of Work where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments have done so.

1.6 SUBMITTALS (Refer to Section 01780-Closeout Submittal)

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01750 (01 75 00)

STARTING AND ADJUSTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and Instructions.
- C. Testing, Adjusting, and Balancing.
- D. Building Commissioning.

1.2 RELATED DOCUMENTS

- A. Section 01310-Construction Progress Documentation.
- B. Section 01430-Quality Assurance.
- C. Section 01450-Quality Control.
- D. Section 01770-Closeout Procedures.
- E. Section 01780-Closeout Submittals.
- F. Section 01820-Demonstration and Training.
- G. Section 15995-Start-Up and Certification of Air, Water and Control Systems.

1.3 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Project Consultant and Owner 7 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions, which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractor's and Manufacturer's personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

- H. Submit a written report in accordance with Section 01310-Construction Progress Documentation that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of systems, assemblies, equipment and products to Owner's personnel as required under provisions of Section 01820-Demonstration and Training.

1.5 TESTING, ADJUSTING, AND BALANCING

- A. The Owner will appoint, employ, and pay for services of an independent test and balance consultant to perform observe construction, verify the Work, and perform other services related to HVAC systems in accordance with Section 15995-Start-Up and Certification of Air, Water and Control Systems. When new or modified HVAC installations are complete and ready for test, Contractor shall complete TEST AND BALANCE REQUEST form and submit same to PM.
- B. Cooperate and facilitate the operations of the Owner's Test and Balance Consultant.
- C. SBBC Test and Balance Consultant shall determine the procedures to be followed, relying on information as needed from the Contractor. The Contractor shall provide any requested information to the Test and Balance Consultant in writing within 10 days following such request.
- D. The Contractor shall make available to the Test and Balance Engineer, upon request of the PM, a complete and current set of Construction Documents and other pertinent information, including but not limited to drawings, specifications, HVAC/mechanical shop drawings and calculations, Florida Energy Code submittals and calculations, and product/, material cut sheets, operating manuals, warranties, and other manufacturer information. Where changes in the work are not reflected in the above material, the Contractor shall provide as-built documentation of all such changes.
- E. A copy of the Balance Consultant's Test and Balance report will be forwarded to the Contractor by the PM and incorporated into the Project Punch List.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION

SECTION 01760 (01 76 00)

PROTECTION OF INSTALLED CONSTRUCTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protection of Installed Construction.

1.2 RELATED DOCUMENTS

- A. Section 01560-Temporary Barriers and Enclosures
- B. Section 01720-Preparation.
- C. Section 01740-Cleaning.

1.3 GENERAL REQUIREMENTS

- A. Protection:
 - 1. During handling and installation, protect construction in progress and adjoining materials in place.
 - 2. Apply protective covering where required to ensure protection from damage or deterioration until Owner occupancy.
 - 3. Maintain completed construction as frequently as necessary through the remainder of the construction period under provisions of Section 01740-Cleaning.
 - 4. Adjust and lubricate operable components to ensure operability without damaging effects.
- B. Limiting Exposures: Refer to Section 01720-Preparation.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Refer to Section 01720-Preparation.

3.2 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in respective Sections of Divisions 1 through 16.
- B. Provide temporary and removable protection for installed products.
- C. Control traffic in immediate area of installed Work to minimize damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs and other finished surfaces with durable sheet materials to protect from traffic, dirt, wear, damage, or movement of heavy objects.
- F. Prohibit traffic and storage on waterproofed or roofed surfaces. If traffic or activity on such surfaces is necessary, obtain recommendation from waterproofing or roofing manufacturer and provide protection accordingly.
- G. Prohibit traffic on lawn and landscaped areas.
- H. Shall not allow wheeled or tracked vehicles on surfaces or areas not designed for their support or which shall be otherwise damaged.

END OF SECTION

SECTION 01770 (01 77 00)

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preliminary Procedures
- B. Substantial Completion Inspection Process
- C. Final Completion Inspection Process
- D. Final Adjustment of Accounts
- E. Reinspection Fees
- F. Punch list Completion

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form
- B. Document 00700-General Conditions of the Contract
- C. Section 08700-Hardware
- D. Section 01780-Closeout Submittals
- E. Section 01810 Commissioning
- F. Section 15995-Start-Up and Certification of Air, Water and Control Systems

1.3 RELATED FORMS

- A. Document 01250b-Change Order Request (Proposal)
- B. Document 01770a-Contractor's Request for Substantial Completion Inspection
- C. Document 01770b-Project Consultant's Notification of Readiness for Substantial Completion Inspection
- D. Document 01770c-SF727 Substantial Completion Inspection
- E. Document 01770e-Consultant's Letter Establishing Substantial Completion Date
- F. Document 01770f-Contractor's Request for Final Completion Inspection
- G. Document 01770g-Project Consultant's Notification of Readiness for Final Completion Inspection

H. Document 01770h-Project Consultant's Letter Establishing Final Completion Date

1.4 PRELIMINARY PROCEDURES

- 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. All air conditioning, ventilation, security systems, fire alarms, fire sprinklers and other life safety systems and building systems identified in Section 01750-Starting and Adjusting, shall completed, tested, approved and demonstrated.
 2. Air conditioning systems shall be completed, tested, approved and demonstrated and test and balance reports submitted and approved by the Project Consultant and Owner as required in Section 15995-Start-up and Certification of Air, Water and Control Systems.
 3. Landscape irrigation systems shall be completed, tested, approved and demonstrated.
 4. Master and grand master keys shall be delivered in sealed containers to the Owner.
 5. 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 completed. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 6. Advise Owner of pending insurance changeover requirements.
 7. Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents for submittal under provisions of Section 01780-Closeout Submittals.
 8. 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.
 9. 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.
 10. 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.
 11. Make final changeover of permanent locks and transmit master and grand master keys (and others as required by Section 08700-Door Hardware) to the Owner.
 12. Advise the Owner's personnel of pending changeover in security provisions.
 13. Complete startup testing of systems, and instruction of the Owner's operating and maintenance personnel.
 14. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mockups, and similar elements.
 15. Complete final clean up requirements, including touchup painting.
 16. Touchup and otherwise repair and restore marred exposed finishes.

1.5 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.
 - 1. Lead Time Notification: Contractor shall submit inspection request form 01770a at least 10 calendar days prior to the requested inspection date to allow scheduling of the inspection.
- 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: Refer to Section 01780-Closeout Submittals.

1.6 PROJECT CONSULTANT'S DETERMINATION OF READINESS

- A. Upon receipt of the Contractor's Request for Substantial Completion Inspection, the Project Consultant will make a preliminary inspection to determine whether the Work or designated portion thereof is ready for a Substantial Completion Inspection.
- B. The Project Consultant will notify the Owner and the Contractor of the results of his inspection by completing and distributing Document 01770b-Project Consultant's Notification of Readiness for Substantial Completion Inspection.
 - 1. If the Project Consultant'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, 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 Consultant (Document 01770a) to determine the completion status of the Work or designated portion thereof.
 - 2. When the Project Consultant judges that the Project may be substantially complete in accordance with the terms of the Contract Documents, Project Consultant will notify the Owner that the Work, or portion thereof, is ready for the Owner's Substantial Completion Inspection.

1.7 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.
- 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) Plumbing Superintendent
 - (d) Mechanical Superintendent
 - (e) Electrical Superintendent
 - (f) Specialty Sub-contractors

2. Owner Personnel:
 - (a) Manager, Construction
 - (b) Owner's Representative – Project Manager
 - (c) Supervisor I, BCI/ SBBC Building Dept. Inspector (Architectural/Civil)
 - (d) Supervisor I, BCI/ SBBC Building Dept. Inspector (Plumbing)
 - (e) Supervisor I, BCI/ SBBC Building Dept. Inspector (Mechanical)
 - (f) Supervisor I, BCI/ SBBC Building Dept. Inspector (Electrical)
 - (g) Supervisor I, BCI/ SBBC Building Dept. Inspector (Electronics)
 - (h) Test and Balance Consultant
 - (i) Commissioning Agent
 - (j) Other specialty representatives of the Owner
 3. Project Consultant Personnel:
 - (a) Architectural Construction Manager
 - (b) Architectural Special Project Representative/Field Representative
 - (c) Structural Engineer
 - (d) Mechanical Engineer
 - (e) Electrical Engineer
 - (f) Specialty sub-consultants
- 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
 - (b) Civil
 - (c) Plumbing
 - (d) Mechanical
 - (e) Electrical
 - (f) Electronics
 - (g) Specialties
 2. Each inspection team 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 Consultant's senior representative 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 Consultant will issue Document 01770c-Substantial Completion Inspection and Document 01770d-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 Consultant that these deficiencies are ready for reinspection by submitting a new Document 01770a-Contractor's Request for Substantial Completion; at which time the Project Consultant, 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 Document 01770e-Consultant's Letter Establishing Substantial Completion Date to indicate the date of substantial completion.

1.8 READINESS FOR FINAL COMPLETION (ACCEPTANCE) INSPECTION

- A. Deficiencies noted on or attached to Document 01770c-Substantial Completion Inspection and Document 01770d-Substantial Completion Inspection Punch List, shall be completed prior to the Owner's Final Completion Inspection. Limitations on the time during which these corrections shall 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 Consultant 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 Consultant will make an inspection to determine whether the Work or a designated portion thereof is complete. The Project Consultant will notify the Owner and the Contractor of the results of his inspection by completing and distributing Document 01770g-Project Consultant's Notification of Readiness for Final Completion Inspection.
 - 1. If the Project Consultant'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 Consultant (Document 01770f) to determine the completion status of the Work or designated portion thereof.
 - 2. When the Project Consultant judges that the Work is complete in accordance with the terms of the Contract Documents, Project Consultant shall notify the Owner that the Work, or portion thereof, is ready for the Owner's Final Completion Inspection.

1.9 OWNER'S FINAL COMPLETION INSPECTION

- A. The Owner, upon notification from the Project Consultant that the Work, or a portion thereof, is complete will direct the Project Consultant to schedule and coordinate the Owner's Final Completion Inspection.
- B. The Owner's Final Completion Inspection will be conducted by the Project Consultant, the Owner, and the Contractor.
 - 1. Members of the inspection teams which inspected the facility for Substantial Completion shall 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 Consultant.
- C. If the 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 Consultant 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 Consultant, Owner, and Contractor will re-conduct the Owner's Final Completion Inspection.

1.10 FINAL COMPLETION DATE

- A. When the Final Completion of the Work, or portion thereof, is granted, the Project Consultant 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 Owner's 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 FINAL AND OCCUPANCY INSPECTION

- A. The Building Inspection Team will of Education or its BCI 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 Building Department, 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 Owner's own forces or separate contractor, or by the Contractor after execution of a change order instructing the Contractor to complete said Work.

1.12 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to the Project Consultant.
 - 1. Refer to Section 00700-General Conditions for Contract Payments, Withholding Payments to Contractor, and Retainage procedures.
- 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 adjusted as Contract Sum
 - 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

- A. Should it be necessary for the Project Consultant to perform reinspections due to the failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. The Owner will compensate the Project Consultant for such additional services.
 - 2. Owner will deduct the amount of such compensation from the Contract Sum due to the Contractor.

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 a.m. to 5 p.m. Monday through Friday).
- C. Punch list items that cannot be done because of noise, fumes, occupancy, etc., shall be completed after hours or weekends when coordinated with and approved by the Owner.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION



Document 01770a (00 65 16.10)-Contractor's Request for Substantial Completion Inspection

To:
(Project Consultant)

Project No:
Project Title:

Facility Name:
Location No:

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:

- 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:

Signature

Phone:

Title

Distribution

Project Manager
Owner's Representative
Contractor's Surety

Attachments:

Contractor's List of Deficiencies
Applicable Closeout Documents
Time Extension Request (if applicable)

Notice to Contractor

See 01770-Closeout procedures for lead time notification.

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
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, FL 33323

(754) 321-1500

Document 01820a (01 79 10)-Contractor's Demonstration and Training Attendance Log

Instructions for Project Consultant's Use: Provide this completed letter to notify the Owner that the Work, or a designated portion thereof, is ready for the Owner's Substantial Completion Inspection.

To:

(Owner's
Representative)

Project No:

Project Title:

Facility Name:

Location No:

Contractor:

Contractor's

Request No.: _____

Date:

☐ Full Project

☐ Designated Portion (Attach Description)

I have completed a preliminary site visit as a result of the Contractor's Request for Substantial Completion Inspection and have found that:

☐ The work, or designated portion thereof, will be ready to receive a Substantial Completion Inspection as requested by the Contractor on:

_____ ,

☐ The work, or designated portion thereof, is not ready to receive a Substantial Completion Inspection. A listing of items, which preclude Substantial Completion, is attached to this letter.

Submitted By:

(Project Consultant)

Company Name &

Address:

Phone:

Signature

Title

Distribution

Chief Facilities Officer
Executive Director, Office of Facilities & Construction
Director, Pre-Construction
Director, Construction
Director, Program Controls
Owner's Representative, Project Manager
Chief Building Official

Attachments:

Contractor's List of Deficiencies



Document 01770c (01 65 16.30)-SF 727 Substantial Completion Inspection

Project Title:

Project No.:

Facility Name:

Inspection Date: ____ / ____ / ____

Location No:

Inspection for: ☐ Full Project ☐ Designated Portion _____ (Or Attach Description)

Representation:

Phone:

Contractor: _____

Project Consultant: _____

School / Department: _____

Others: _____

The attached pages 2 through ____ list items noted as a result of the Substantial Completion Inspection completed by the persons listed above.

☐ The listed items are of a nature that will allow beneficial occupancy of the premises and are issued as a final punch-list. If any item on the preliminary punch-list is inaccurate notify the Facilities Project Manager immediately. These punch-list items shall be corrected on or before the mutually-agreed upon date of: _____.

☐ The listed items are of a nature that would preclude beneficial occupancy of the premises by the Owner and Substantial Completion is denied at this time. Items on the attached pages 2 through ____ must be completed prior to requesting the re-inspection.

Remarks:

Recommended: _____
Signature Title

Firm Name: _____
Project Consultant

Approved:

Facilities Department: _____
Signature Title

Accepted: _____
Signature Title

Firm Name: _____

Distribution

Project Consultant

Contractor

Facilities Department File

page 1 of

Section 01770d (01 65 16.33
Substantial Completion Inspection
[Specifier replace this line with issue date]
Page 1 of 1



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01770e (01 65 16.40)-Project Consultant's Letter Establishing Substantial Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Substantial Completion of the Work or a designated portion thereof.

To:

(Owner's
Representative)

Project No:
Facility Name:
Location No:
Contractor:

**Contractor's
Request No.:** _____

Date: _____

☐ Full Project

On _____, the Substantial Completion
Inspection was completed for the project, or designated portion thereof, listed above.

This shall certify that the Contractor achieved Substantial Completion and the Work, or designated portion thereof, was ready for beneficial occupancy on the following date:

The date of Substantial Completion is the last date of Substantial Completion for this Work, or designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this project was ready for Beneficial Occupancy by the Owner for its intended purpose on the date of Substantial Completion listed above.

By:

(Project
Consultant)

Firm Name _____

By:

(Contractor)

Firm Name _____

Distribution:

Executive Director, Capital Programs
Director, Pre-Construction
Director, Construction
Director, Program Controls
Owner's Representative, Project Manager
Chief Building Official

**For Office of Facilities & Construction
Use**

☐ Date is acceptable; letter is hereby placed in
General File.

Owner's Representative



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01770f (01 65 19.10)-Contractor's Request for Final Completion Inspection

To:
(Project Consultant)

Project No:
Facility Name:
Location No:

Request No.: _____ **Date:** _____
☐ Full Project

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 shall 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:

Signature

Phone:

Title

Distribution

Project Consultant
Owner's Representative
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.



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01770g (01 65 19.20)-Project Consultant's Notification of Readiness for Final Completion Inspection

Instructions for Project Consultant's Use: Provide this completed letter to notify the Owner that the Work, or a designated portion thereof, is ready for the Owner's Final Completion Inspection.

To:

(Owner's
Representative)

Project No:

Facility Name:

Location No:

Contractor:

Contractor's

Request No.:

Date:

☐ Full Project

I have completed a preliminary site visit as a result of the Contractor's Request for Final Completion Inspection and have found that:

☐ The work, or designated portion thereof, will be ready to receive a Final Completion Inspection as requested by the Contractor on:

_____ ,

☐ The work, or designated portion thereof, is not ready to receive a Final Completion

Submitted By:

(Project Consultant)

Company Name &

Address:

Signature

Phone:

Title

Inspection. A listing of items which preclude Final Completion is attached to this letter.

Distribution

Executive Director, Capital Programs
Director, Pre-construction
Director, Construction
Director, Program Controls
Owner's Representative, Project Manager
Chief Building Official

Attachments:

List of Deficiencies



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01770h (01 65 19.30)-Project Consultant's Letter Establishing Final Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Final Completion of the Work or a designated portion thereof.

To:

(Owner's
Representative)

Project No:

Facility Name:

Location No:

Contractor:

Contractor's

Request No.: _____

Date:

☐ Full Project

On _____, the Final Completion
Inspection was completed for the project, or designated portion thereof, listed above.

This shall certify that the Contractor achieved Final Completion and the project, or designated portion thereof, was ready for beneficial occupancy on the following date:

The date of Final Completion is the last date of Final Completion for this Work, or designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this Work was Finally Completed on the date of Final Completion listed above.

By:

(Project
Consultant)

Firm Name _____

By:

(Contractor)

Firm Name _____

Distribution

Executive Director, Capital Programs
Director, Construction
Director, Pre-Construction
Director, Program Controls
Owner's Representative, Project Manager
Chief Building Official

**For Office of Facilities and
Construction Use**

☐ Date is acceptable; letter is hereby placed in
General File.

Owner's Representative

APPLICATION FOR CERTIFICATE OF OCCUPANCY

FACILITY NAME _____ PROJECT # _____ LOC. # _____

PROJECT NAME _____ DATE _____

ARCHITECT _____ PERMIT # _____

Staff Assignment	DOCUMENTATION	Date Recvd
CBO	Certificate of Occupancy (OEF Form 110B)	
Building	Substantial Completion Form (Document 01770e)	
Fire	Fire Alarm System Record of Completion NFPA 72	
Fire	Ansul-Range Hood Fire Suppression Systems Report NFPA 17/17A, NFPA 96	
Fire	Fire Protection Piping Material & Test Certificate Abvgrnd and undrgrnd	
Fire	Backflow Assembly Field Test Report	
Mechanical	Duct Mounted Smoke Detector Differential Pressure Test Report	
Building	Threshold/Special Engineer Approval Letter	
Electrical	Lightning Protection System, NFPA 780 & UL 96a	
Plumbing	Health Certification Clearance	
Mechanical	HVAC Test & Balance Certification / Report	
Plumbing	Interior and Exterior Bacteriological Test Reports	
Plumbing	Local Drainage District Approval	
Fire	Monitoring of fire alarm system in conjunction with a fire sprinkler system	
Building	FEMA Elevation Certificates	
Electrical	Generator Load Bank Test Results	
Building	Elevator Certification	
Building	Notice of Preventative Treatment for Termites	
Civil	Site Certification Letter from the Engineer of Record	
Plumbing	Domestic water service lead content tests	

I understand that the above list of documents in their entirety is necessary to obtain a Certificate of Occupancy (OEF 110B), in accordance with Chapter 1013.37(2) (C), Florida Statutes. Upon the approval of an occupancy inspection by all disciplines and the receipt of all required documents, an OEF 110B may be issued.

Accepted and agreed to:

General Contractor

Architect of Record

SECTION 01780 (01 78 00)

CLOSEOUT SUBMITTALS

GENERAL

1.1 SECTION INCLUDES

- A. Final Site Survey.
- B. Maintenance Contracts.
- C. Operation and Maintenance Data.
- D. Maintenance Materials.
- E. Product Warranties.
- F. Product Bonds.
- G. Project Record Documents.
- H. Spare Parts.
- I. Electronic Media.
- J. Miscellaneous Schedules.

1.2 RELATED DOCUMENTS

- A. Document 00520-Agreement Form.
- B. Document 00700-General Conditions of the Contract.
- C. Section 01330-Submittal Procedures.
- D. Section 01350-Special Procedures.
- E. Section 01770-Closeout Procedures.
- F. Section 01352-LEED For Schools Requirements
- G. Section 01820-Demonstration and Training.
- H. Related requirements specified in respective specification Sections of Divisions 2 through 17.

1.3 SUBMITTALS

- A. 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 Contractor request for the Project Consultant's inspection (submittal of Document 01770a-Contractor's Request for Substantial Completion Inspection) unless otherwise specified in this Section or elsewhere in the Contract Documents.

- B. The Project Consultant (assisted by others as applicable) will review project closeout submittals with the Owner for content, accuracy, and format:
 - 1. If the Project Consultant disapproves or rejects any project closeout submittal, it shall be returned to the Contractor for correction and modification.
 - 2. Contractor shall then submit his revised and corrected project closeout submittals to the Project Consultant for review and approval.
 - 3. Contractor shall continue to revise and resubmit project closeout submittals until all required submittals have been accepted by the Project Consultant.
 - 4. Project Consultant shall forward approved project closeout submittals to the Owner prior to the Owner's Substantial Completion Inspection.
 - 5. Corrections or modifications of Project Closeout Submittals shall not be used as justification for an extension of Time.
- C. Submit closeout submittals under provisions of Section 01330-Submittal Procedures, with content and in formats specified within this Section and elsewhere in the Contract Documents.

1.4 FINAL SITE SURVEY

- A. Submit the certificates, copies of final property survey, electronic media files and project record documents as required by Section 01720-Preparation.
- B. Electronic Media: Conform to requirements for electronic media specified below.

1.5 MAINTENANCE CONTRACTS

- A. Preparation of Submittals:
 - 1. Obtain maintenance contracts as may be required by the Contract Documents, executed in duplicate by responsible subcontractors, suppliers, or manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of maintenance contracts until the Date of Substantial Completion is determined.
 - 2. Verify that documents are in proper form, contain full information, and are notarized.
 - 3. Co-execute submittals when required.
 - 4. Retain maintenance contracts until time specified for submittal.
- B. Form of Submittals
 - 1. Draft Copies:
 - (a) When a maintenance contract is required to be executed by the Contractor, or the Contractor or a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.
 - (b) Forms for maintenance contracts: Shall not be provided by Owner. Prepare a written document utilizing an appropriate contract form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Project Consultant for approval.
 - (c) Submit draft copies of all proposed final maintenance contracts to the Project Consultant under provisions of Section 01330-Submittal Procedures for the Owner and Project Consultant's review.
 - 2. Form of Submittal:
 - (a) Prior to Substantial Completion compile 2 copies of each required maintenance contract properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - (b) Organize maintenance contracts into an orderly sequence based on the table of contents of the Project Manual and provide three-ring binders with the cover titled "MAINTENANCE CONTRACTS" with binder, accessories, index tabs and table of

contents, and other identifications as specified for Warranty documents below adjusted to reflect the appropriate product bonds content.

- (c) When operating and maintenance manuals are required for construction or products for which a maintenance contract is required, provide additional copies of each required maintenance contract, as necessary, for inclusion in each required manual.

C. Timing of Submittals:

1. Draft:

- (a) Submit two copies of preliminary draft maintenance agreement within 90 days of the Contract's required Substantial Completion Date for the Work or a portion thereof.
- (b) Project Consultant will review draft and return one copy with comments.

2. Final:

- (a) Submit 5 copies of revised final maintenance agreements in final form ready for the Owner's execution prior to submitting Document 01770a-Contractor's Request for Substantial Completion Inspection.
- (b) Effective date of Contract will be the final completion date for the Work or portion thereof as established by Document 01770e-Project Consultant's Letter Establishing Substantial Completion Date, or as otherwise required in the Contract Documents.

1.6 OPERATION AND MAINTENANCE DATA

A. Quality Assurance:

- 1. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

B. Format:

- 1. Prepare data in the form of an instructional manual.
- 2. Bind in commercial quality 8-1/2 inch x 11 inch three D side ring binders with durable plastic covers, 3 inch maximum ring size:
 - (a) When multiple binders are used, correlate data into related consistent groupings.
 - (b) Provide sheet lifters for front and back of binder.
 - (c) Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
 - (d) Index Tab Dividers:
 - (1) Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
 - (2) Provide index tab sheet identified as "Contents" in front of the first page of the table of contents to prevent laser printer or copier toner from sticking to vinyl binder.
- 3. Text: Manufacturer's printed data, or neatly typewritten data on 20 pound minimum paper.
- 4. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

C. Contents Each Volume:

- 1. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Project Consultant, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- 2. Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts and applicable local maintenance Contractors.
- 3. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

4. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Shall not use Project Record Documents as maintenance drawings.
 5. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
 6. Warranties: Bind in copy of each.
 7. Product Bonds: Bind in photocopy of each.
- D. Manual for Materials and Finishes:
1. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products.
 2. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
 3. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
 4. Additional Requirements: As specified in individual product specification sections.
 5. Provide a listing in Table of Contents for design data, with tabbed fly-sheet and space for insertion of data.
- E. Manual For Equipment And Systems:
1. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
 2. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
 3. Include color-coded wiring diagrams as installed.
 4. Operating Procedures:
 - (a) Include start-up, break-in, and routine normal operating instructions and sequences.
 - (b) Include regulation, control, stopping, shut-down, and emergency instructions.
 - (c) Include summer, winter, and any special operating instructions.
 5. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 6. Provide servicing and lubrication schedule, and list of lubricants required.
 7. Include manufacturer's printed operation and maintenance instructions.
 8. Include sequence of operation by controls manufacturer.
 9. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 10. Provide control diagrams by controls manufacturer as installed.
 11. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
 12. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
 13. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
 14. Include test and balancing reports as specified in Section 15995 and elsewhere in the Contract Documents.
 15. Additional Requirements: As specified in individual Product specification sections.
 16. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- F. Instruction of Owner Personnel:

1. Provide copies of all instructional materials, including video taped documentation of training sessions or other instructional audio-visual materials, as specified in Section 01820-Demonstration and Training and other locations in the Contract Documents.
 2. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- G. Submittals:
1. Draft:
 - (a) Prior to completing and submitting draft Operations and Maintenance Manuals, review content and coordinate.
 - (b) Provide content that is project specific to the Work and reflecting the actual systems, assemblies, equipment and products provided and the results of the pre-functional performance and operational performance tests.
 - (c) Submit 2 copies of draft or proposed formats and outlines of contents within 90 days of receipt of Document 00550-Notice to Proceed.
 - (d) Project Consultant will review draft and return 1 copy with comments.
 2. Equipment, or component parts of equipment put into service during construction and operated by Owner: Submit documents within 10 days after acceptance.
 3. Review Copy:
 - (a) Submit 1 copy of completed volumes 30 days prior to submitting Document 01770a-Contractor's Request for Substantial Completion Inspection.
 - (b) After review copy will be reviewed, copy will be returned to Contractor with comments by the Project Consultant, the Owner.
 - (c) Contractor shall revise content of all document sets as required by review comments provide by the Project Consultant, the Owner, and the Owner's Commissioning Authority prior to final submission.
 4. Final:
 - (a) Submit 5 sets of revised final volumes in final form prior to submitting Document 01770a-Contractor's Request for Substantial Completion Inspection.

1.7 MAINTENANCE MATERIALS

- A. Submit maintenance materials, equipment and accessories of the types and in the quantities specified within the respective specification Sections of Divisions 2 through 16.
- B. Provide maintenance materials, equipment and accessories in original manufacturer's packaging with manufacturer's original, clearly legible labeling.
- C. Coordinate delivery date and final storage location of maintenance materials, equipment and accessories to the Owner through the Project Consultant prior to submittal of Document 01770a-Contractor's Request for Substantial Completion Inspection.
- D. Shall not utilize maintenance materials or equipment for cleaning, maintenance or other Contractor operations.
- E. Test and inspect maintenance materials, equipment and accessories to ensure operability, fitness for purpose and new condition prior to submitting to the Owner.

1.8 PRODUCT WARRANTIES

- A. Summary:
 1. This article specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

- (a) Refer to Document 00700-General Conditions, for terms of the Contractor's special warranty of workmanship and materials.
 - (b) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions 2 through 16.
 2. Disclaimers and Limitations: Manufacturer's exclusions, disclaimers and limitations on product warranties shall not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- B. Definitions:
 1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
 2. Special Warranties:
 - (a) Are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties, to warranty a multi-component system rather than individual components, or to provide greater rights for the Owner.
 - (b) Refer to individual Sections of Divisions 2 through 16 for specific content requirements, standard form documents, and particular requirements for submittal of special warranties.
- C. Warranty Requirements
 1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor shall be responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of the work's anticipated useful service life.
 4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 5. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 6. Warranties made by subcontractors to the Contractor are a part of the Contractor's responsibility to the Owner.
 7. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- D. Submittals:
 1. Submit written warranties to the Project Consultant before the date certified for Substantial Completion. If the Project Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work or a designated portion of the Work, submit written warranties upon request of the Project Consultant.

- (a) When a designated portion of the Work is completed and occupied or used by the Owner by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Project Consultant within 15 days of completion for the designated portion of the work.
2. When a special warranty is required to be executed by the Contractor or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document containing appropriate terms and identification, ready for execution by required parties. Submit a draft to the Owner through the Project Consultant for approval before final execution.
 - (a) Refer to individual Sections of Division 2 through 16 for specific content requirements and requirements for submittal of warranties.
3. Draft Copies:
 - (a) When a warranty document is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Project Consultant for approval.
 - (b) Forms for Special Warranties: Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Project Consultant for approval.
 - (c) Submit draft copies of all proposed final warranty documents to the Project Consultant under provisions of Section 01330-Submittal Procedures for the Owner and Project Consultant's review.
 - (d) Edit warranty documents to make them project specific for the Owner.
 - (e) Remove exclusions, disclaimers and limitations on product warranties not allowed by the Contract Documents.
 - (f) Include terms and conditions in addition to the "standard" warranty as may be required by the Contract Documents.
 - (g) Catalog copies or other "sample" warranty forms not presented in project specific format for the Owner shall be resubmitted.
4. Form of Submittal:
 - (a) Prior to Substantial Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the specifications.
 - (b) Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - (c) Bind in heavy-duty, commercial quality 8-1/2 inch x 11 inch three D side ring binders with durable plastic covers, 3 inch maximum ring size:
 - (1) Use binder thicknesses as necessary to accommodate contents and sized to receive 8-1/2 inch by 11 inch paper.
 - (2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES," the Project title or name, and the name of the Contractor.
 - (3) Provide a typed description of the product or installation, including the name of the product.
5. Give reference to the applicable specification section, and the name, address, and telephone number of the installer.
6. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
7. Provide sheet lifters for front and back of binder.
8. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and name of responsible company principal.
9. Table of Contents:

- (a) Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
 - (b) Provide index tab sheet identified as "Contents" in front of the first page of the table of contents to prevent laser printer or copier toner from sticking to vinyl binder.
 - 10. Separate each warranty with heavy paper dividers with celluloid cover tabs index tab sheets keyed to the Table of Contents listing.
 - (a) Provide full information, using separate typed sheets as necessary.
 - (b) List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - 11. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty documents, as necessary, for inclusion in each required manual.
- E. Timing of Submittals:
- 1. Draft Warranty Documents: Submit with shop drawings, product data or samples as otherwise required for the specified product. If no other submittals are required for a specific product, submit required draft warranty documents in a timely manner prior to delivery and installation of the product on the site.
 - 2. Submit final warranty documents to the Project Consultant not later than 7 days after the date of Substantial Completion for the Work or a portion thereof as established on the Project Consultant's executed Document 01770e-Consultant's Letter Establishing Substantial Completion Date.
 - 3. If the Project Consultant's executed Document 01770e-Project Consultant's Letter Establishing Substantial Completion Date, designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Project Consultant.
 - 4. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Project Consultant within 7 days of completion of that designated portion of the Work.

1.9 PRODUCT BONDS

- A. Preparation of Submittals
- 1. Obtain bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of bond until the Date of Substantial completion is determined.
 - 2. Verify that documents are in proper form, contain full information, and are notarized.
 - 3. Co-execute submittals when required.
 - 4. Retain bonds until time specified for submittal.
- B. Form Of Submittals
- 1. Draft Copies:
 - (a) When a product bond is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.
 - (b) Forms for product bonds: Provided by Contractor. Prepare a written document utilizing an appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Owner through the Project Consultant for approval.

- (c) Submit draft copies of all proposed final product bonds to the Project Consultant under provisions of Section 01330-Submittal Procedures for the Owner and Project Consultant's review.
- 2. Form of Submittal:
 - (a) Prior to Substantial Completion compile 2 copies of each required product bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - (b) Organize product bonds into an orderly sequence based on the table of contents of the Project Manual and bind in ring binders with the cover titled "Product Bonds" with accessories, index tabs and table of contents, and other identifications as specified for warranty documents above adjusted to reflect the appropriate product bonds content.
 - (c) When operating and maintenance manuals are required for bonded construction or products, provide additional copies of each required product bonds, as necessary, for inclusion in each required manual.
- C. Timing of Submittals:
 - 1. Draft Product Bonds: Submit with shop drawings, product data or samples as otherwise required for the specified product. If no other submittals are required for a specific product, submit required draft product bonds in a timely manner prior to delivery and installation of the product on the site.
 - 2. Submit final product bond documents to the Project Consultant not later than 7 days after the date of Substantial Completion for the Work or a portion thereof as established on the Project Consultant's executed Document 01770e-Consultant's Letter Establishing Substantial Completion Date.
 - 3. If the Project Consultant's executed Standard Document 01770e-Consultant's Letter Establishing Substantial Completion Date, designates a commencement date for product bonds other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit product bonds upon request of the Project Consultant.
 - 4. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed product bonds to the Project Consultant within 7 days of completion of that designated portion of the Work.

1.10 PROJECT RECORD DOCUMENTS

- A. Upon commencement of construction, the Owner shall Furnish to the Contractor, at no cost to the Contractor:
 - 1. One complete set of Contract Documents to be used for the "RECORD SET" in accordance with the General Conditions of the Contract for Design and Construction.
- B. During construction all changes shall be marked legibly in red on the RECORD Documents as the work progresses. Accurately dimensioned
 - 1. Prior to the Application for Payment, the Contractor shall have and bring the RECORD Documents up-to-date for the Project Consultants acceptance and the Contractor shall provide certification at each Application of Payment that the Contractor has complied.
 - 2. Upon completion of the work and prior to Application for Final Payment, the Contractor shall deliver to the Project Consultant, the completed set of reproducible "RECORD DRAWING SET" as prepared by the Contractor's A/E incorporating all field documented as-built conditions. The Record Drawing Set(s) shall be drafted to scale and indicated all changes, modifications, utility locations, connections, etc. Additionally, the CD-Rom in the Owner's latest version of AutoCadd.
- C. General Requirements:
 - 1. Do not use record documents for construction purposes.

2. Protect from deterioration and loss in a secure, fire resistive location.
 3. Provide access to record documents for reference by the Project Consultant, the Owner, BCI, the SBBC Building Department and other Owner related personnel during normal working hours.
 4. Make project record documents available for inspection by BCI and other jurisdictional authorities at all times.
 5. Ensure special protection of project record documents
- D. LEED for Schools Record Documents: As specified in Divisions 1 – 17 and as follows:
1. LEED for Schools Documentation submittals: As specified in Section 01352–LEED for Schools Requirements.
 2. Final Summary Of Solid Waste Disposal And Diversion: As specified in Section 01572–Construction Waste Management.
 3. Commissioning Report: As specified in Section 01810-Commissioning.
- E. Maintain at the site for the Owner one record copy of:
1. Specifications.
 2. Drawings.
 3. Addenda.
 4. Change Orders, Project Consultant's Supplementary Instructions and other modifications to the Contract.
 5. Approved submittals including all of those types required in Section 01330-Submittal Procedures, and other administrative submittals as may be required elsewhere in the Project Manual.
 6. Field Test Records and Reports.
 7. Construction Photographs.
- F. Maintenance of Project Record Documents:
1. Store documents, samples in Contractor's field office apart from documents used for construction.
 - (a) Provide fire resistive files and racks for storage of documents.
 - (b) Provide locked fire resistive cabinets or secure storage spaces for storage of samples.
 2. Filing Organization:
 - (a) File information concerning individual products according to the latest edition of MasterFormat as published by the Construction Specifications Institute.
 - (b) File information concerning assemblies and systems according to the latest edition of the CSI/CSC UniFormat as published by the Construction Specifications Institute.
 3. Maintain documents in a clean, dry, legible condition and in good order.
- G. Record Drawings:
1. Maintain a clean, undamaged set of blue or black line on white prints of Contract Drawings and Shop Drawings.
 2. Mark the Contract Drawings to show the actual installation where the installation varies substantially from the Work as originally shown.
 3. Mark whichever drawing is most capable of showing conditions fully and accurately.
 4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 7. Note related Change Order and Project Consultant's Supplementary Instructions numbers where applicable.

8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- H. Record Specifications:
1. Maintain one complete copy of the Project Manual, including Contract Forms, Contract Conditions, Specifications, addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 2. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 4. Note related record drawing information and Product Data.
 5. Upon completion of the Work, submit record Specifications to the Project Consultant for the Owner's records.
- I. Record Product Data:
1. Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted.
 2. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 3. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 4. Note related Change Orders and mark-up of record drawings and Specifications.
 5. Upon completion of mark-up, submit complete set of record Product Data to the Project Consultant for the Owner's records.
- J. Record Sample Submitted:
1. Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Project Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes.
 2. Comply with delivery to the Owner's Sample storage area.
- K. Miscellaneous Record Submittals:
1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.
 2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
 3. Submit to the Project Consultant for the Owner's records.

1.11 SPARE PARTS

- A. Submit spare parts and related accessories of the types and in the quantities specified within the respective specification Sections of Divisions 2 through 16.
- B. Provide spare parts in original manufacturer's packaging with manufacturer's original, clearly legible labeling.
- C. Coordinate delivery date and final storage location of spare parts through the Project Consultant prior to submittal of Document 01770a-Contractor's Request for Substantial Completion Inspection.

- D. Shall not utilize spare parts for any purpose during construction.
- E. Test and inspect spare parts to ensure operability, fitness for purpose and new condition prior to submitting to the Owner.

1.12 ELECTRONIC MEDIA

- A. General Requirements:
 - 1. All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by the Contractor shall be provided using computer-aided design and drafting (CADD) software and procedures conforming to the following criteria.
- B. Graphic Format:
 - 1. Provide all CADD data in Autodesk, Inc.'s compatible with Owner's latest version of AutoCAD for Windows native electronic digital format (i.e., dwg).
 - 2. Target platform: Pentium or Pentium Pro based IBM compatible personal computer with either an Windows 2000, Windows NT, or Windows XP operating system.
 - 3. Ensure that all digital files and data (e.g., base files, prototype drawings, reference files, blocks, attribute links, etc.) are compatible with the Owner's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.
 - 4. The term "compatible" means that data can be accessed directly by the target CADD system without translation, preprocessing, or post-processing of the electronic digital data files. It is the responsibility of the Contractor to ensure this level of compatibility.
 - 5. Any non-graphical database delivered with prepared drawings: Provide in relational database format compatible with Microsoft's Visual Foxpro, Microsoft Access version 2.0 or higher, or other compatible SQL format database.
 - 6. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
 - 7. All Database Tables: Conform to the structure and field-naming guidance provided upon request by the Owner.
- C. CADD Standards:
 - 1. Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 2. Coordinate with the Owner concerning the standard file naming protocol to be utilized.
 - 3. Layering:
 - (a) Conform to the guidelines defined by the American Institute of Architects (AIA) standard document, "CADD Layer Guidelines", latest edition.
 - (b) Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CADD Layer Guidelines including any user definable fields permitted by the guidelines.
 - 4. Submit a written request for approval of any deviations from the Owner's established CADD standards.
 - 5. No deviations from the Owner's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Owner.
- D. Non-Graphic Format:
 - 1. Provide word processing files in MCE Microsoft Word for Windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
 - 2. Provide spreadsheet files in MCE Microsoft Excel for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

3. Provide database files in relational database format compatible with MCE Microsoft's Visual Foxpro, MCE Microsoft Access, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.
- E. Delivery Media And Format:
1. Submit 2 copies of all CADD, data, and related files developed under this Contract to the Owner on electronic digital media as a closeout submittal as required in Section 01770-Closeout Procedures.
 2. The electronic digital media shall be in the format that can be read and processed by the Owner's target CADD system.
 3. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - (a) The Project Number, Project Title and date.
 - (b) The Facility Name.
 - (c) The format and version of operating system software.
 - (d) The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - (e) The sequence number of the digital media.
 - (f) A list of the filenames.
 4. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - (a) Remove all extraneous graphics outside the border area and set the active parameters to a standard setting or those in the Owner-furnished seed file.
 - (b) Make sure all reference files are attached without device or directory specifications.
 - (c) Compress and reduce all design files using PKZIP or other compatible file compression/decompression software approved by the Owner. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Owner and provided to the Owner with the delivery media.
 - (d) Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, etc.). All blocks not provided as Owner-furnished materials shall be provided to the Owner as a part of the electronic digital deliverables.
 - (e) Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
 - (f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, etc.) necessary for a complete project.
 - (g) Document any fonts, tables, etc., developed by the Project Consultant or not provided among the Owner-furnished materials. The Contractor shall obtain Owner approval before using anything other than the Owner's standard fonts, linetypes, tables, blocks, etc.
- F. Drawing Development Documentation:
1. Provide the following information for each finished drawing in the nonplot layer X□****-NPLT:
 - (a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), etc.).
 - (b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, etc.).
 - (c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - (d) Layer assignments and lock settings.
 - (e) Text fonts, line styles/types used, and pen settings.

G. Submittal:

1. Submit as Project Record Documents specified above and under provisions of Section 01330-Submittal Procedures, and Section 01770-Closeout Procedures.
2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - (a) The information included on the external label of each media unit (e.g., disk, tape), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - (b) Brief instructions for transferring the files from the media.
 - (c) Certification that all delivery media are free of known computer viruses. A statement including the name(s), release date(s), and the most current live update data of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
 - (d) The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - (1) Documentation of the plot file for each drawing that shall be needed to be able to duplicate the creation of the plot file by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - (2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - (3) List of any deviations from the Owner's standard layer/level scheme and file-naming conventions.
 - (4) List of all new symbol blocks created for project, that were not provided to the Contractor with the Owner-furnished materials.
 - (5) List of any non-IGES crosshatch/patterns used.
 - (6) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, that were not provided to the Contractor with the Owner-furnished materials, and any associated properties.
 - (7) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - (8) Recommended modifications which shall be necessary to make the data available for GIS use.

H. Ownership, Refer to Section 00700-General Conditions.

I. Owner-Furnished Materials:

1. Where electronic media submittals of final site surveys are required, all media and electronic data are to be provided by the Contractor.
2. Where electronic Project Record Documents are required, the Owner will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. The electronic file drawings will be available on either 3-1/2 inch high-density diskette or CD ROM (Contractor's choice).
3. A variety of electronic media for the purposes of recording construction, test reports, and other related activities may be available to the Contractor from the Owner, the Project Consultant, the Owner's Test and Balance consultant, or the Owner's Commissioning Authority. Verify availability and utilize as required by other specification sections or Contract Documents.

PART 2 PRODUCT-Not Used

PART 3 EXECUTION

3.1 SCHEDULE OF WARRANTIES

- A. The following schedule is believed to be complete: Review subsequent specification sections, addenda and modifications to the Contract and submit specified warranties not listed below under provisions specified above.
- B. Schedule: Provide warranties on products and installations as specified in the following Sections:

SECTION	SECTION TITLE	PRODUCTS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

3.2 SCHEDULE OF PRODUCT BONDS

- A. The following schedule is believed to be complete: Review subsequent specification sections, addenda and modifications to the Contract and submit specified product bonds not listed below under provisions specified above.
- B. Schedule: Provide bonds on products and installations as specified in the following Sections:

SECTION	SECTION TITLE	PRODUCTS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

END OF SECTION

SECTION 01810 (01 91 00)

COMMISSIONING

NOTE TO SPECIFIER: *Contact Owner's Project Manager to determine if this section (Commissioning) is applicable for this project. If not, delete this section.*

PART 1 GENERAL

1.1 SECTION INCLUDES

NOTE TO SPECIFIER: *Make selection from paragraph below.*

- A. Section includes requirements for LEEDS for Schools **[Fundamental][Enhanced]** Commissioning.
- B. Commissioning of the building energy systems.
- C. Building commissioning activities and documentation in support of the USGBC LEED rating system.
- D. Commissioning Plan.
- E. Summary Commissioning Report.
- F. System Performance Evaluation.
- G. Testing, Adjusting and Balancing Procedures.

1.2 RELATED DOCUMENTS

- A. Document 00200-Instructions to Bidders.
- B. Document 00520-Agreement Form.
- C. Document 00700-General Conditions of the Contract.
- D. Section 01310-Project Management and Coordination.
- E. Section 01750-Starting and Adjusting.
- F. Section 01770-Closeout Procedures.
- G. Section 01820-Demonstration and Training.
- H. Section 15995-Start-Up and Certification of Air, Water and Control Systems.
- I. Related requirements specified in respective specification Sections of Divisions 2 through 17.

1.3 DEFINITIONS

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]

Section 01810 (01 91 00)
Commissioning
[Specifier replace this line with issue date]
Page 1 of 8

- A. Basis of Design (BOD): A document prepared by the design team containing Design information necessary to accomplish the Owner's Project Requirements, including systems descriptions, indoor environmental quality criteria, other pertinent design assumptions (such as weather data), and references to applicable codes, standards, regulations and guidelines.
- B. Commissioning:
 - 1. A process for achieving, verifying, and documenting that the building's energy-related systems are installed, calibrated and perform according to the Owner's Project Requirements, Basis of Design and Construction Documents.
 - 2. The act of statically and dynamically testing the operation of equipment and building systems to ensure they operate as designed and can satisfactorily meet the needs of the building through the entire range of operating conditions.
 - 3. A team effort to:
 - a. Ensure that all building systems, equipment, assemblies and products that comprise the Work function together properly to meet the design intent.
 - b. Document system performance parameters for fine-tuning of control sequences and operational procedures.
 - c. Ensure that the Owner can operate and maintain the buildings and associated facilities.
 - d. Provide the Owner with a comprehensive record of the building for repair, maintenance and operational purposes after final completion of the Work.
 - 4. Commissioning process activities shall be completed for the following energy-related systems, at a minimum:
 - a. Domestic hot water systems.
 - b. Heating, ventilating, air-conditioning and refrigeration (HVAC&R) systems (mechanical and passive) and associated controls.
 - c. Lighting and daylighting controls.
 - d. Renewable energy systems (wind, solar, etc.).
- C. Commissioning Plan: The document that describes all aspects of the commissioning process including schedules, responsibilities, documentation requirements, and functional performance test requirements.
 - 1. Commissioning Test Plan: The document prepared by the Commissioning Authority for each system, assembly, product, piece of equipment that details the pre-functional test, functional performance test, and the necessary information for carrying out the testing process.
 - a. Pre-Functional Performance Test: A checklist of items requiring completion before the functional test can be performed. The pre-functional test checklists may be completed as part of the normal contractor start-up test.
 - b. Functional Performance Test: The full range of checks and tests carried out to determine whether all components, subsystems, systems, and interfaces between systems, assemblies, equipment and products function in accordance with the contract documents. In this context, "function" includes all modes and sequences of control operation, all interlocks, and conditional control responses and all specified responses during design day and emergency conditions.
- D. Commissioning Authority (CxA): The person, company or agency that has planned and will carry out the overall commissioning process . Serves as an objective advocate for the Owner and is responsible for directing the commissioning team and process in the completion of the commissioning requirements, coordinating, overseeing and/or performing the commissioning testing, and reviewing the results of the systems performance verification.
 - 1.
- E. Commissioning Team:

1. Owner (Including design, facilities management, construction management, energy management, maintenance, custodial, other facility staff members as well as code/contract compliance consultants/agents as applicable).
 2. Project Consultant (Including subconsulting disciplines and other design resources, testing agencies, etc.).
 3. Contractor (Including subcontractors, vendors and others involved with the Contractor's quality assurance programs.).
 4. Commissioning Authority (Including specialty consultants, testing agencies, etc. as needed to provide functional testing and documentation.)
- F. Summary Commission Report: The document prepared by the Commissioning Authority during the acceptance phase of the commissioning process after all functional performance tests are completed.
- G. Deficiency: A condition the installation or function of a component, piece of equipment or system that is not in compliance with the Constrct Documents, does not perform properly ot is not complying with the design intent.
- H. Design Intent: A dynamic document that provides the explanation of the ideas, concepts and criteria that are considered to be very important to the Owner. It is initially the outcome of the programming and conceptual design phases.
- I. Owners Project Requirements (OPR): A written document prepared by the Owner, that details the ideas, concepts and criteria that are determined by the Owner to be important to the success of the project.
- J. Recommissioning: The periodic retesting of building systems using the original functional performance tests to ensure the equipment continues to operate as designed.
- K.
- L. System Manual: A manual that focuses on operating the equipment, rather than maintaining the equipment. The systems Manual shall include the following for each commissioned system:
1. Final version of the BOD.
 2. System single line diagrams.
 3. As-built sequences of operations, control drawings and original setpoints.
 4. Operating instructions for integrated building systems.
 5. Recommended schedule of maintenance requirement and frequency, if not already included in the project O&M manuals.
 6. Recommended schedule for retesting of commissioned systems with blank test forms from the original Commissioning Plan.
 7. Recommended schedule for calibrating sensors and actuators.

1.4 COMMISSIONING TEAM

- A. Members Designated by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of **[each]** Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Designated by Owner:
1. CxA.
 2. Representatives of the facility user and operation and maintenance personnel.

3. Project Consultants.

1.5 RESPONSIBILITIES

A. Owner's Responsibilities

1. Provide the OPR documentation to the CxA and Project Consultant for information and use.
2. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

B. CxA's Responsibilities:

1. Incorporate commissioning requirements into the construction documents.
2. Conduct commissioning design review prior to mid-construction documents (Enhanced Commissioning only).
3. Develop and implement the Commissioning Plan.
4. Review Contractor submittals applicable to systems being commissioned (Enhanced commissioning only).
5. Verify the installation and performance of commissioned systems.
6. Develop a systems manual for the commissioned systems (Enhanced Commissioning only).
7. Verify that the requirements for training are completed (Enhanced Commissioning only).
8. Complete a Summary Commissioning Report.
9. Review building operation within 10 months after substantial completion (Enhanced Commissioning only).

C. Contractor's Responsibilities:

1. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
 - a. Fully participate in the Owner's commissioning program.
 - b. Facilitate and participate in pre-functional and functional performance testing of the systems, assemblies, equipment and products specified within the Contract Documents.
 - c. Cooperate with the CxA for resolution of issues.
 - d.
 - e. Adjust, rework or replace items that fail to perform in accordance with the functional criteria specified in the Contract Documents.
 - f. Suggest alternative solutions to those items provided in accordance with the specified design criteria that fail to meet performance criteria required by the Contract Documents.
 - g. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.

NOTE TO SPECIFIER: Make selection from paragraphs below.

- h. Attend commissioning team meetings held on a [weekly] [biweekly] [monthly] basis.
- i. Integrate and coordinate commissioning process activities with construction schedule.
- j. Review and accept construction checklists provided by the CxA.
- k. Complete [paper] [electronic] construction checklists as Work is completed and provide to the Commissioning Authority on a [daily] [weekly] basis.
- l. Review and accept commissioning process test procedures provided by the Commissioning Authority.
- m. Complete commissioning process test procedures.

D. Project Consultant's Responsibilities:

1. Fully participate in the Owner's program of total building commissioning.
2. Facilitate and assist in the Commissioning Authority's communications to the Contractor.
3. Participate in pre-functional and functional performance testing of the systems, assemblies, equipment and products specified within the Contract Documents.
4. Provide information necessary for the Commissioning Authority's documentation of installed systems, assemblies, equipment and products.
5. Suggest alternative solutions to those items provided in accordance with the specified design criteria that fail to meet performance criteria required by the Contract Documents.
6. Ensure coordination of records provided by the Contractor as Project Record Documents and those produced by the Commissioning Authority within the Commissioning Final Report.
7. Incorporate commissioning requirements into the construction documents.
8. Develop and implement a commissioning plan.
9. Develop a systems manual for the commissioning systems (Enhanced Commissioning only).
10. Verify that the requirements for training are completed (Enhanced Commissioning only).

1.6 PRECONSTRUCTION MEETING

- A. The commissioning process will be one topic on the agenda of the Preconstruction Meeting as specified in Section 01310-Project Management and Coordination.
- B. The purpose of the meeting will be to familiarize all parties with the requirements of the commissioning process, and to ensure that the responsibilities of each party are clearly understood.
- C. Supplemental commissioning meetings will be scheduled as required by respective Sections of Divisions 2 through 16 and by the Commissioning Authority through Project Consultant on an as-needed basis.

1.7 SYSTEM START-UP AND TESTING

- A. General Requirements for Contractor Participation:
 1. Assist the Commissioning Authority's observation and detailed documentation of each system, assembly, piece of equipment or product.
 2. Start-up and test operating equipment and systems as outlined on the Commissioning Test Plan in presence of Commissioning Authority to demonstrate compliance with specified requirements.
 3. When a system, assembly, piece of equipment or product is ready for either a pre-functional or functional performance test:
 - a. Notify Commissioning Authority, in writing, 2 days prior to desired date of test and confirm the Commissioning Authorities availability for attendance.
 - b. Notify the Project Consultant, Owner's representatives, BCI inspector personnel and other interested parties as required by individual specification sections or other administrative requirement of the Contract Documents.
 4. Conduct testing under specified design operating conditions.
 - 5.
 6. Demonstrate that systems, assemblies, equipment and products satisfy all specified requirements.
 - 7.
 8. Ensure that respective subcontractor, vendor or manufacturer's personnel are present for pre-functional and functional testing.
 9. Provide normal jobsite tools, materials and equipment to reasonably assist in testing.

B. Pre-Functional Performance Test:

1. Coordinate schedule for start-up of various equipment and systems indicated.
2. Perform pre-functional performance tests prior to the initial seasonal functional performance testing. Retest as necessary in the case of failing the prefunctional performance test as determined by the Commissioning Agent after making corrections and/or adjustments necessary for the failed system, assembly, piece of equipment or product to comply with the requirements of the Contract Documents.
3. Check each system, assembly, piece of equipment and product for proper installation, adjustment, and calibration to verify that it is ready to function as specified.
4. Check and verify that all system elements have been installed properly and that all connections have been made correctly.
5. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence or other conditions which may cause damage.
6. Verify that tests, meter readings and specific electrical characteristics agree with those required by product, equipment or system manufacturer.
7. Verify that all discrete elements and sub-systems have been adjusted and checked for proper operation.
8. Verify wiring and support components for equipment are complete and tested.
9. Verify complete and proper installation as required by the Contract Documents has been completed prior to starting Functional Performance Tests.
10. Assist the Commissioning Authority's checklist documentation of pre-functional performance tests for each system, assembly, piece of equipment or product. Affix Contractor's signature and date to each checklist.

C. Functional Performance Tests:

1. Demonstrate that each system, assembly, piece of equipment or product as required by the respective Sections of Divisions 2 through 17 and the Commissioning Test Plan, is operating and/or complying with the performance requirements specified in the Contract Documents.
2. Perform Functional Performance Tests according to the criteria and procedures contained in the Commissioning Authority's Commissioning Test Plan.
3. Assist the Commissioning Authority's documentation of functional performance tests for each system, assembly, piece of equipment or product. Affix Contractor's signature and date to each test record.
4. Retest as necessary in the case of failing the functional performance tests as determined by the Commissioning Agent. After making corrections and/or adjustments necessary for the failed system, assembly, piece of equipment or product to comply with the requirements of the Contract Documents.

1.8 OPERATIONS AND MAINTENANCE MANUALS

- A. The Commissioning Authority will review Operations and Maintenance Manuals required under Section 01780-Closeout Submittals.
- B. Prior to completing and submitting draft Operations and Maintenance Manuals, review content and coordinate with the Commissioning Authority.
- C. Provide content that is project specific to the Work and reflecting the actual systems, assemblies, equipment and products provided and the results of the pre-functional performance and operational performance tests.

1.9 REPORTS

- A. The Contractor shall prepare and submit to the Commissioning Authority copies of the following reports.
 - 1. Test and Balance Reports as required by Section 15995 or other Contract Document.
 - 2. Other special reports concerning systems, assemblies, equipment or products included in the Commissioning Authority's Commissioning Test Plan.

1.10 SUBMITTALS

- A. Commissioning Agent shall submit the following:
 - 1. Basis of Design and Design Intent.
 - a. Update as necessary during the work to reflect the progress on the components and systems. Forward updates to the Green Consultant in a timely manner.
 - 2. Scoping Meeting Minutes.
 - 3. Commissioning Plan: Submit within 30 calendar days of authorization to proceed.
 - a. Update as necessary during the work to reflect the progress on the components and systems. Forward updates to the Green Consultant in a timely manner.
 - 4. Commissioning Schedule: Submit with Commissioning Plan.
 - a. Update as necessary during the work to reflect the progress on the components and systems. Forward updates to the Green Consultant in a timely manner.
 - 5. Functional performance test forms: Submit minimum 30 calendar days prior to testing.
 - 6. Deficiency Report and Resolution Record: Document items of non-compliance in materials, installation or operation. Document the results from start-up/pre-functional checklists, functional performance testing, and short-term diagnostic monitoring. Include details of the components or systems found to be non-compliant with the drawings and specifications. Identify adjustments and alterations required to correct the system operation, and identify who is responsible for making the corrective changes.
 - a. Update as necessary during the work to reflect the progress on the components and systems. Forward updates to the Green Consultant in a timely manner.
 - 7. Summary Commissioning Report: Compile a final Commissioning Report. Summarize all of the tasks, findings, conclusions, and recommendations of the commissioning process. Indicate the actual performance of the building systems in reference to the design intent and contract documents. Include completed pre-functional inspection checklists, functional performance testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.
 - 8. O&M Submittals (Enhanced Commissioning only):
 - a. Training plan: Training plan shall include for each training session:
 - (1) Dates, start and finish times, and locations;
 - (2) Outline of the information to be presented;
 - (3) Names and qualifications of the presenters;
 - (4) List of texts and other materials required to support training.
 - b. O & M Database.
 - 9. LEED Documentation related to commissioning. Format as required by USGBC for submittal under the referenced green building rating system.

1.11 LIMITS ON COMMISSIONING AUTHORITY

- A. CxA may not release, revoke, alter, or enlarge on requirements of the Contract Documents.
- B. CxA may not approve or accept any portion of the Work.
- C. CxA may not assume any duties of the Contractor.
- D. CxA has no authority to stop the Work.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION

3.1 GENERAL

- A. Commissioning pre-functional and functional performance tests will begin after systems, assemblies, equipment and products, along with related accessories, controls, structures, and building areas are complete.

3.2 CONTROL SYSTEM CALIBRATION

- A. Calibrate all sensors and controllers, and verify proper operation of all valves, actuators, relays, and other controlled devices.
- B. Provide a calibration report with a separate page documenting the calibration of each sensor and controlled device to the Commissioning Agent upon request.

END OF SECTION

SECTION 01820 (01 79 00)

DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Demonstration and Instructions.
- B. Documentation of Demonstration and Instructions.
- C. Commissioning Coordination.

1.2 RELATED DOCUMENTS

- A. Section 01430-Quality Assurance.
- B. Section 01450-Quality Control.
- C. Section 01750-Starting and Adjusting.
- D. Section 01770-Closeout Procedures.
- E. Section 01780-Closeout Submittals.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel 2 weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment and systems on site to the Owner's personnel.
 - 1. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at equipment location.
 - 2. Ensure comprehensive demonstration of all features, capabilities, and controls.
- C. Provide additional training concerning operator safety, maintenance, operation, trouble-shooting and other related topics in an Owner designated classroom environment.
- D. Provide demonstration and classroom instruction by trained instructors and manufacturer's representatives who are knowledgeable about the Work and its component systems, assemblies, equipment, and products.
- E. For equipment or systems requiring seasonal operation, perform demonstration for other season within 6 months.
- F. Utilize operation and maintenance manual content as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

- H. Attendance form shall be fill-in by Contractor for each demonstration or training session. Contractor shall submit form with closeout submittals. (See Document 01820a-Contractor's Demonstration and Training Attendance Form).

1.4 DOCUMENTATION OF DEMONSTRATIONS AND INSTRUCTIONS

- A. Video demonstrations and instructions of system startup and operation.
- B. Provide standard Video Digital Media to be submitted to Owner as a closeout submittal under provisions of Section 01780-Closeout Submittals.
- C. Video identification:
 - 1. Provide protective sleeve or plastic box packaging for all Video Digital Media.
 - 2. Clearly label media contents using indelible ink on adhesive labels on both the individual media and protective sleeves/plastic boxes.
- D. Manufacturer's Instruction Videos: Original Video Digital Media, in original packaging, as prepared by system or equipment manufacturers may be provided to supplement instruction and demonstration specified above. Video demonstration and instruction concerning the specific systems, equipment, and components as specified above must be provided in addition to any manufacturer prepared videos.
- E. Submit Demonstration Report with Closeout Documents of all Demonstrations done to include;
 - 1. Description of equipment and systems demonstrated.
 - 2. Sign-in-sheet of all participants and sign-off after demonstration for each.
 - 3. Participant comments and/or required follow-up, when applicable.

PART 2 PRODUCTS-Not Used

PART 3 EXECUTION-Not Used

END OF SECTION



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01820a (01 79 10)-Contractor's Demonstration and Training Attendance Log

To:
(Project Consultant)

Project No:
Project Title:
Facility Name:
Location No:

Request No.: _____ **Date:** _____

This shall certify that the following were in attendance for the Demonstration of Training.

INSTRUCTORS (Fill-in):

DATE	NAME	TITLE	REPRESENTING	ADDRESS	PHONE NUMBER

OWNER'S PERSONNEL (Fill-in):

DATE	NAME	TITLE	REPRESENTING	ADDRESS	PHONE NUMBER

SECTION 01830 (01 92 05)

OPERATION and MAINTENANCE

NOTE TO SPECIFIER: Edit this section on a project specific basis to describe administrative requirements necessary to accommodate the Contractor's post-commissioning operation and maintenance of the Facilities.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Post-Commissioning Operation and Maintenance

1.2 RELATED DOCUMENTS

- A. Document :
- B. Section :

1.3 REQUIREMENTS

- A. Edit to project specific requirements.

PART 2 PRODUCTS

2.1 REQUIREMENTS

- A. Edit to project specific requirements.

PART 3 EXECUTION

3.1 REQUIREMENTS

- A. Edit to project specific requirements.

END OF SECTION

SECTION 01890 (01 93 05)

RECONSTRUCTION

NOTE TO SPECIFIER: Edit this section on a project specific basis to describe administrative requirements necessary to accommodate reconstruction and renovation of the Owner's existing facilities in conjunction with other required construction of new facilities.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Reconstruction of Existing Facilities.
- B. Renovation of Existing Facilities.

1.2 RELATED DOCUMENTS

- A. Document:
- B. Section:

1.3 REQUIREMENTS

- A. Edit to project specific requirements.

PART 2 PRODUCTS

2.1 REQUIREMENTS

- A. Edit to project specific requirements.

PART 3 EXECUTION

3.1 REQUIREMENTS

- A. Edit to project specific requirements.

END OF SECTION

SECTION 01900 (01 94 00)

FACILITY DECOMMISSIONING

NOTE TO SPECIFIER: Contact Owner's Project Manager to determine if this section (Facility Decommissioning) is applicable for this project. If not, delete this section.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Decommissioning Systems and Equipment.
- B. Facility Demolition and Removal.
- C. Hazardous Materials Abatement.
- D. Hazardous Materials Removal and Disposal.
- E. Protection of Deactivated Facilities.

1.2 RELATED DOCUMENTS

- A. Section 01310-Project Management and Coordination.
- B. Section 01560-Temporary Barriers and Enclosures.
- C. Section 01740-Cleaning.
- D. Section 01780-Closeout Submittals.

1.3 DECOMMISSIONING SYSTEMS AND EQUIPMENT

- A. EDIT FOR PROJECT SPECIFIC REQUIREMENTS.

1.4 FACILITY DEMOLITION AND REMOVAL

- A. Summary:
 - 1. This Section requires removal and disposal, off site, of the following:
 - (a) Building structures as indicated on drawings, except salvageable items that Owner will remove prior to start of work or scheduled to be salvaged to the Owner by the Contractor.
 - (b) Entrance drive, parking areas, covered walkway, playfields and courts, etc. to limits indicated on drawings.
 - (c) Building foundations and supporting walls to a uniform depth of 12 inches below lowest foundation elevation.
 - 2. Occupancy:
 - (a) Structures to be demolished will be vacated and use discontinued prior to start of demolition work.

- (b) Asbestos abatement will be completed by others under a separate contract with The School Board of Broward County, Florida prior to demolition work performed under this contract except as otherwise indicated in the Contract Documents.
- 3. Condition Of Structures:
 - (a) Owner assumes no responsibility for actual condition of structures to be demolished.
 - (b) Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
 - (c) Variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.
 - (d) The Owner will not make extraordinary efforts to protect structures to be demolished from weather and other natural or manmade effects which might cause decay or decline in the condition of the structures over time.
- B. General Requirements:
 - 1. Notice:
 - (a) The Contractor is subject to potentially severe fines imposed by the United States Environmental Protection Agency in the event that the Contractor damages or in any other way violates the protective envelope surrounding the work of the Asbestos Abatement Contractor.
 - (b) Conduct or supervise all construction operations to prevent interference with concurrent asbestos abatement operations or damage to the Asbestos Abatement Contractors protective envelope.
 - (c) Instruct all construction personnel to avoid contact with removed materials and unauthorized entry into restricted portions of the building until they are released to the Contractor for his operations.
 - 2. Incidental Discovery:
 - (a) If asbestos or another hazardous material is encountered on site, the Contractor is to stop work in the area of discovery and notify Project Consultant and Owner immediately.
 - (b) In cases where there is an immediate health hazard to persons on, or off site, the Contractor should take action to immediately alleviate the emergency.
 - (c) If unanticipated mechanical, electrical or structural elements which conflict with the Contractor's operations are encountered:
 - (1) Investigate and measure both nature and extent of the conflict.
 - (2) Submit report to Project Consultant in written, accurate detail with proposed solutions and alternatives.
 - (3) Pending receipt of directive from Project Consultant, rearrange selective demolition schedule as necessary to continue overall Work progress without delay.
 - 3. Explosives: Not permitted.
- C. Salvaged Materials:
 - 1. Items of salvageable value to Contractor may be removed from structure as work progresses.
 - 2. Transport salvaged items from site as they are removed.
 - 3. Storage or sale of removed items will not be permitted on site.
- D. Traffic:
 - 1. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 2. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
 - 3. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

E. Protections:

1. Ensure safe passage of persons around area of demolition.
 2. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities and injury to persons.
 3. Erect temporary covered passageways as required by authorities having jurisdiction.
 4. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
- F. Damages: Promptly repair damages to adjacent facilities, neighboring properties, roadways and right-of-way areas caused by demolition operations.
- G. Utility Services:
1. Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.
 - (a) Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner or other authorities having jurisdiction.
 - (b) Provide temporary services during interruptions to existing utilities, as acceptable to the Owner or governing authorities with jurisdiction.
 - (c) Owner will shut off utilities serving structures.
 - (d) Disconnect and sealing indicated utilities before starting demolition operations.
 2. Utility Services: Do not start demolition work until utility disconnections have been completed and verified by the Project Consultant and Owner.

1.5 STRUCTURE MOVING

- A. Summary: This Section requires the following:
1. Preparing structures as indicated on drawings for move.
 2. Moving structure to new location.
 3. Setting structure on new foundations.
 4. Disconnecting and reconnecting utilities.
- B. General Requirements:
1. Closeout Submittals:
 - (a) Submit under provisions of Section 01780, Closeout Submittals.
 - (b) Record actual locations of new utilities and services, foundations, and other appurtenances.
 2. Quality Assurance:
 - (a) Mover Qualifications: Company specializing in relocating building structures with minimum three years documented experience in Broward County.
 - (b) Retain services of Professional Structural Engineer, registered in State of Florida for the following:
 - (1) To investigate and provide documented report confirming load bearing capacity of roads, bridges, culverts and other roadway improvements or site areas over which structure will be moved.
 - (2) To design structural supports and bracing for existing structure and associated Work.
 - (3) To design framing, reinforcement, and brace connections to transfer loads of structure to transport carrying timbers, equipment, and other associate items as necessary.
 3. Regulatory Requirements:
 - (a) Arrange with authorities having jurisdiction, Florida Power and Light, and other agencies as necessary for traffic control, police escorts, relocation of services and scheduling; including the following:
 - (1) Arrange for route of move with authorities.
 - (2) To schedule arrangements for moving overhead utility services on-route necessary to allow move.
 4. Pre-Move Meeting:

- (a) Convene two weeks before starting Work of this section under provisions of Section 01310-Project Management and Coordination.
- (b) Discuss the following:
 - (1) Ascertain the method of determining damage to existing structure and finishes before and after the move.
 - (2) Identify existing damage to sidewalks, roads, and curbs.
 - (3) Identify method and responsibility for repairs after moving.
 - (4) Review the intended route for moving and dimensional clearances of obstructions.
 - (5) Coordination with affected utility companies.
 - (6) Address coordination with authorities for permits, municipalities affected, and traffic control.
- 5. Project and Structure Conditions:
 - (a) Sequence installation to ensure utility connections [and reconnections] are achieved in an orderly and expeditious manner.
 - (b) Arrange schedule with work of other sections, Owner's requirements, and limitations placed by municipal and county jurisdictional authorities, Florida Power and Light and affected utility company as applicable.
 - (c) Condition Of Structures:
 - (1) Owner assumes no responsibility for actual condition of structures to be moved.
 - (2) Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
 - (3) Variations within structure may occur by Owner's removal and salvage operations prior to start of structure moving.
 - (4) The Owner will not make extraordinary efforts to protect structures to be moved from weather and other natural or manmade effects which might cause decay or decline in the condition of the structures over time.

1.6 HAZARDOUS MATERIALS REMOVAL AND DISPOSAL

A. EDIT FOR PROJECT SPECIFIC REQUIREMENTS

1.7 PROTECTION OF DEACTIVATED FACILITIES

A. EDIT FOR PROJECT SPECIFIC REQUIREMENTS

PART 2 PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. Transport, Equipment, and Supports: As required to achieve a successful structure move.

B. Fill Materials: Types appropriate for the respective application as specified in Division 2.

PART 3 EXECUTION

3.1 FACILITY DEMOLITION

A. General Execution Requirements:

1. Pollution Controls:

- (a) Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air.
- (b) Comply with governing regulations pertaining to environmental protection.

- (c) Do not use water when it may create hazardous or objectionable conditions such as flooding, erosion or other pollution.
- 2. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations.
- 3. Return adjacent areas to condition existing prior to start of work.
- B. Building Demolition:
 - 1. Demolish buildings completely and remove from site.
 - 2. Use such methods as required to complete work within limitations of governing regulations.
 - 3. Small structures may be removed intact when acceptable to Owner and approved by authorities having jurisdiction.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction, including concrete slabs, to a depth of not less than 12 inches below lowest foundation or footing level.
- D. Filling Below-Grade Areas And Voids:
 - 1. Completely fill below-grade areas and voids resulting from demolition of structures.
 - 2. Use satisfactory soil materials as defined in ASTM D 2487, consisting of stone, gravel and sand, free from debris, trash, frozen material, roots and other organic matter.
 - 3. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, trash and debris.
 - 4. Place fill materials in horizontal layers not exceeding 12 inches in loose depth.
 - 5. Compact each layer at optimum moisture content of fill material to a density equal to original adjacent ground, but not less than 90 percent density when tested in accordance with ASTM D 1556, unless subsequent excavation for new work is required.
 - 6. After fill placement and compaction, grade surface to meet adjacent contours and to provide flow to surface drainage structures.
- E. Disposal Of Demolished Materials:
 - 1. General: Remove promptly from site accumulated debris, rubbish and other materials resulting from demolition operations.
 - 2. Burning of combustible materials from demolished structures will not be permitted on site.
 - 3. Removal: Transport materials removed from demolished structures and legally dispose off site.
 - 4. Provide continuous and final cleaning as required by Section 01740-Cleaning.

3.2 STRUCTURE MOVING

- A. Examination:
 - 1. Verify existing conditions and condition of structure to be moved before starting Work.
 - 2. Verify availability and accessibility of transport routes. Verify route load limits to ensure conditions are adequate to support moving loads of structure.
 - 3. Identify utility services and obstructions to be removed, relocated, or abandoned during progress of the Work.
 - 4. Damage Determination:
 - (a) Before the move, inspect existing structure thoroughly and notify Project Consultant in writing of visible defects and factors that could affect safe movement of structure to final location.
 - (b) Compile list of existing visible defects to building structure, finishes, accessories or other building attribute.
 - (c) Photograph interior surfaces and general building exteriors for record purposes.
- B. Preparation:

1. Prepare site, route of transport, and destination site.
 2. Reinforce and protect roads and other surfaces as necessary to safely move structures and to prevent damage.
 3. Coordinate the work of municipal utility disconnection and applicable reconnection with the work of this Section.
 4. Disconnect and cap existing site utility services to structures affected by moving. Remove overhead or exposed utility services to provide clear working and moving space around and below structure.
 5. Remove building protrusions, canopy, ramps, stairs or covered walkway connections prior to move.
 6. Secure supplementary framing and bracing to structure.
 7. Secure operating, moving, or suspended items such as doors, windows, and light fixtures in a manner to prevent damage to items or to the structure during move.
 8. Protect elements surrounding the structure from damage.
- C. Raise Structure:
1. Cut structure free of foundation and portions of structure not being moved.
 2. Reinforce, brace, and raise structure clear of foundation in manner to prevent damage.
 3. Provide necessary framing, bracing, closures, supports, and blocking.
 4. Secure structure to temporary supporting structural members to prevent shifting of structure during move.
- D. Move Structure:
1. Provide transport vehicles for moving structure to new site.
 2. Move structure, control speed, and provide anchor and restraining devices to maintain the integrity of the structure.
 3. During move, protect adjacent structures, and private and public property from damage.
- E. Reinstall Structure:
1. Position and anchor structure over prepared foundation or site as indicated elsewhere in the Contract Documents and lower/transfer onto new foundation system.
 2. Remove moving equipment.
 3. Leave reinforcing, framing, and bracing intact until structure is fully attached and structure loads are supported by new foundation.
 4. Reinstall building protrusions, canopy, ramps, stairs or covered walkway connections removed prior to move or as designated elsewhere in the Contract Documents.
- F. Re-Installation Tolerances:
1. Maximum Variation from Level and Plumb: 1/4 inch.
 2. Maximum Offset from True Position: 1/4 inch.
 3. Adjust structure on foundation:
 - (a) To permit doors to swing freely.
 - (b) So that floor surfaces are level, walls are plumb.
- G. Damage Repair:
1. Repair damage to structure not identified in writing prior to move.
 2. Refinish repaired surfaces to match adjacent work.
 3. Pay all third party claims for incidental or other damage.
- H. Original Site:
1. Restore original site or conduct other construction operations as required elsewhere in the Contract documents.
 2. Provide materials and construction conforming to specifications Sections in Divisions 1 through 16.

- I. Cleaning:
 - 1. Remove moving equipment and materials from original site, final site, and route of travel.
 - 2. Remove road base constructed by this section, fill and return grades and contours to original condition and dimension.
 - 3. Provide continuous and final cleaning as required by Section 01740-Cleaning.

END OF SECTION