

SECTION 00069 – SUPPLEMENTAL GENERAL AND SPECIAL CONDITIONS OF
CONTRACT FOR CONSTRUCTION

1. GENERAL:

A. GENERAL CONDITIONS:

THE AMERICAN INSTITUTE OF ARCHITECTS, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF BUILDINGS, STANDARD FORM #A-201, 2007 EDITION ARTICLES ONE THROUGH FIFTEEN, INCLUSIVE, ARE HEREBY MADE A PART OF THESE SPECIFICATIONS. COPIES OF THIS DOCUMENT ARE ON FILE AT THE ARCHITECT'S OFFICE, AND MAY BE EXAMINED BY ANY PARTY.

B. SUPPLEMENTS:

THE FOLLOWING SUPPLEMENTS SHALL MODIFY, DELETE, AND/OR ADD TO THE GENERAL CONDITIONS. WHERE ANY ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH IN THE GENERAL CONDITIONS IS SUPPLEMENTED BY ONE OF THE FOLLOWING PARAGRAPHS, THE PROVISIONS OF SUCH ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH SHALL REMAIN IN EFFECT AND THE SUPPLEMENTAL PROVISIONS SHALL BE CONSIDERED AS ADDED THERETO. WHERE ANY ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH IN THE GENERAL CONDITIONS IS AMENDED, VOIDED, OR SUPERSEDED BY ANY OF THE FOLLOWING PARAGRAPHS, THE PROVISIONS OF SUCH ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH NOT SO AMENDED, VOIDED OR SUPERSEDED SHALL REMAIN IN EFFECT.

(1) ARTICLE 1: CONTRACT DOCUMENTS

(A) PARAGRAPH 1.1.1: ADD THE FOLLOWING TO THE FIRST SENTENCE:

"PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND."

(B) PARAGRAPH 1.2.1: ADD THE FOLLOWING:

"IF A DISCREPANCY OCCURS ON THE DRAWINGS, IN SPECIFICATIONS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, THE GREATER QUANTITY OR VALUE TAKES PRECEDENCE."

(2) ARTICLE 4: ARCHITECT

(A) PARAGRAPH 4.2.2: ADD THE FOLLOWING:

"ARCHITECT'S OBSERVATION OF WORK WILL CONSIST OF GENERAL ADMINISTRATION OF THE CONTRACT (NOT OF THE WORK). FIELD OBSERVATION WILL BE LIMITED TO MAKING OF GENERAL OBSERVATIONS ONLY AS NECESSARY TO DETERMINE THAT WORK IS PROCEEDING IN ACCORDANCE WITH CONTRACT DOCUMENTS, TO THE END THAT COMPLETED WORK WILL COMPLY THEREWITH. OWNER AND ARCHITECT WILL ASSUME NO OBLIGATION TOWARD SAFEGUARDING CONTRACTOR FROM ERROR; THEY WILL NOT ASSUME RESPONSIBILITY FOR MANNER OR METHODS BY WHICH WORK IS CARRIED OUT, OR FOR SAFETY ASPECTS OF SAME."

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(3) ARTICLE 2: OWNER

- (A) PARAGRAPH 2.2.5: DELETE IT IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

"THE ARCHITECT WILL PROVIDE THE CONTRACTOR WITH TEN (10) SETS OF DRAWINGS AND TEN (10) SETS OF SPECIFICATIONS UPON CONTRACT AWARD. IF ADDITIONAL SETS ARE REQUIRED BY THE CONTRACTOR, THEY WILL BE FURNISHED UPON REQUEST, FOR THE COST OF PRINTING AND HANDLING."

(4) ARTICLE 3: CONTRACTOR

- (A) PARAGRAPH 3.5: ADD THE FOLLOWING:

"EXCEPT AS OTHERWISE SPECIFIED, ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR AGAINST DEFECTS RESULTING FROM THE USE OF INFERIOR MATERIALS, EQUIPMENT OR WORKMANSHIP FOR ONE YEAR FROM THE DATE OF FINAL COMPLETION OF THE CONTRACT, OR FROM FULL OCCUPANCY OF USE OF THE PROJECT (FOR WHICH IT WAS DESIGNED) BY THE OWNER, WHICHEVER IS EARLIER. (THE ROOF WARRANTY IS FOR TWENTY (20) YEARS.)

IF WITHIN ANY GUARANTEE PERIOD, REPAIRS OR CHANGES ARE REQUIRED IN CONNECTION WITH THE GUARANTEE WORK, WHICH IN THE OPINION OF THE ARCHITECT IS RENDERED NECESSARY AS THE RESULT OF THE USE OF MATERIALS, EQUIPMENT OR WORKMANSHIP, WHICH ARE DEFECTIVE, OR INFERIOR, OR NOT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, THE CONTRACTOR, SHALL, PROMPTLY UPON RECEIPT OF NOTICE FROM THE OWNER, AND WITHOUT EXPENSE TO THE OWNER, PROCEED TO:

PLACE IN SATISFACTORY CONDITION IN EVERY PARTICULAR ALL OF SUCH GUARANTEED WORK, CORRECT ALL DEFECTS THEREIN; AND MAKE GOOD ALL DAMAGES TO THE STRUCTURE OR SITE, OR EQUIPMENT OR CONTENTS THEREOF WHICH, IN THE OPINION OF THE ARCHITECT IS THE RESULT OF THE USE OF MATERIALS, EQUIPMENT OR WORKMANSHIP WHICH ARE INFERIOR, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT; OR THE EQUIPMENT AND CONTENTS OR STRUCTURES OR SITE DISTURBED IN FULFILLING ANY SUCH GUARANTEE.

(5) ARTICLE 13: MISCELLANEOUS PROVISIONS

- (A) PARAGRAPH 13.1: ADD THE FOLLOWING:

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"THE BIDDER IS REQUIRED TO BE FAMILIAR WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT IN ANY MANNER AFFECT THE WORK.

IGNORANCE ON THE PART OF THE BIDDER WILL IN NO WAY RELIEVE HIM FROM RESPONSIBILITY."

(B) PARAGRAPH 11.4.1: ADD THE FOLLOWING:

"THESE BONDS SHALL BE EXECUTED ON BEHALF OF THE CONTRACTOR IN THE SAME MANNER AND BY THE SAME PERSON WHO EXECUTED THE AGREEMENT."

"THE OWNER WILL REQUIRE THE CONTRACTOR TO FURNISH BOTH A PERFORMANCE BOND AND A LABOR AND MATERIAL PAYMENT BOND (TWO SEPARATE BONDS) IN THE AMOUNT OF NOT LESS THAN 100% OF THE CONTRACT PRICE FOR EACH TYPE OF BOND, COVERING FAITHFUL PERFORMANCE OF THE CONTRACT AND THE PAYMENT OF ALL OBLIGATIONS ARISING THEREUNDER IN SUCH FORMS AS THE OWNER MAY PRESCRIBE AND WITH SUCH SECURITIES AS HE MAY APPROVE. THE PREMIUMS FOR THE REQUIRED BONDS SHALL BE PAID BY THE CONTRACTOR. THE PERFORMANCE AND PAYMENT BOND SHALL FOLLOW THE GENERAL FORM AND INCLUDE COVERAGES AS DESCRIBED IN FLORIDA STATUTE 235.32.

(6) ARTICLE 9: PAYMENTS AND COMPLETION

(A) PARAGRAPH 9.3.1.: ADD THE FOLLOWING:

"APPLICATIONS FOR PAYMENT SHALL BE SUBMITTED IN TRIPLICATE BY THE CONTRACTOR ON THE TWENTY-FIFTH DAY OF EACH MONTH UTILIZING AIA DOCUMENT G702-1992 AND G703-1992 (APPLICATION AND CERTIFICATE FOR PAYMENT) ATTACHED HERETO. COMPUTER GENERATED APPLICATIONS FOR PAYMENT WILL BE ACCEPTED UPON APPROVAL OF FORM BY OWNER AND SHOULD CONTAIN ALL APPLICABLE INFORMATION CONTAINED IN AIA DOCUMENTS G702-1992 AND G703-1992."

"AN AMOUNT EQUAL TO 10% OF ALL LABOR AND MATERIAL INCORPORATED IN THE WORK SHALL BE RETAINED. RETAINAGE SHALL NOT BE PAID UNTIL SATISFACTORY COMPLETION OF THE PROJECT."

(B) PARAGRAPH 9.3.2.: DELETE ALL REFERENCES TO PAYMENT FOR MATERIALS STORED OFF SITE AND ADD THE FOLLOWING:

"PAYMENT SHALL BE MADE FOR MATERIALS IN PLACE OR IN STORAGE ON SITE ONLY."

(C) PARAGRAPH 9.2: ADD THE FOLLOWING:

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"EACH APPLICATION FOR PAYMENT SUBMITTED BY CONTRACTOR FOR PARTIAL PAYMENT SHALL BE BASED ON APPROVED DIVISIONS OF THE CONTRACT."

"THE FINAL APPLICATION FOR PAYMENT SHALL BE ACCOMPANIED BY AFFIDAVITS AND RELEASES OF LIEN FROM THE GENERAL CONTRACTOR, SUB-CONTRACTORS, AND SUPPLIERS FOR PAYMENT OF THAT PORTION OF WORK REQUESTED."

(D) PARAGRAPH 9.5.1: "ADD ITEM .8 AND .8(a)"

.8 FAILURE TO MAINTAIN AND DELIVER AS BUILT DRAWINGS IN ACCORDANCE WITH THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION; PARAGRAPH 3.11.

(a) DRAWINGS WILL BE REVIEWED MONTHLY UPON RECEIPT OF EACH OF THE CONTRACTOR'S APPLICATION FOR PAYMENT. FAILURE TO MAINTAIN THESE DRAWINGS WILL BE CAUSE REJECTION OF THE CONTRACTOR'S APPLICATION.

FOR

THE SCHOOL SYSTEM HAS MADE IT CLEAR THAT THEY ARE TO BE PROVIDED WITH ACCURATE AS BUILT DRAWINGS UPON COMPLETION OF THE PROJECT. IN ORDER TO FACILITATE THIS REQUEST, THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN ON SITE, ONE SET OF ACCURATE AND UP TO DATE AS BUILT DRAWINGS. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL TRANSCRIBE TO A NEW SET OF DRAWINGS, ALL CHANGES THAT HAVE TRANSPIRED DURING THE CONSTRUCTION PERIOD. THESE TRANSCRIPTIONS SHALL BE MADE IN RED INK AND DONE IN A PROFESSIONAL MANNER ACCEPTABLE TO THE ARCHITECT. AFTER SUBMISSION TO AND APPROVAL BY THE ARCHITECT, THE CONTRACTOR SHALL HAVE THESE APPROVED DRAWINGS RED LINE SCANNED INTO A PDF FORMAT. THESE DRAWINGS AND ONE CD SHALL THEN BE SUBMITTED TO THE ARCHITECT FOR TRANSMISSION TO THE OWNER.

(E) PARAGRAPH 9.5.1: "ADD ITEM .9"

.9 "REQUESTING PAYMENT AND OR PARTIAL PAYMENT FOR WORK PRIOR TO SUBMISSION OF SHOP DRAWINGS.

(7) ARTICLE 11: INSURANCE AND BONDS

(A) PARAGRAPH 11.1.1.: IN THE FIRST LINE, FOLLOWING THE WORD "MAINTAIN", INSERT THE FOLLOWING:

"IN A COMPANY OR COMPANIES ACCEPTABLE TO THE OWNER AND LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED"

(B) PARAGRAPH 11.1.2.: ADD THE FOLLOWING:

"THE OWNER SHALL BE EXEMPT FROM, AND IN NO WAY LIABLE FOR, ANY SUMS OF MONEY WHICH MAY REPRESENT A DEDUCTIBLE IN

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ANY INSURANCE POLICY. THE PAYMENT OF SUCH DEDUCTIBLE SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR SUB-CONTRACTOR PROVIDING SUCH INSURANCE."

(C) CONTRACTORS INSURANCE: ARTICLE 11, "INSURANCE" OF THE GENERAL CONDITIONS SHALL BE AMENDED AND SUPPLEMENTED AS FOLLOWS:

(1) CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE HAS OBTAINED ALL INSURANCE REQUIRED UNDER THIS PARAGRAPH, CERTIFICATES OF INSURANCE HAVE BEEN SUBMITTED, AND SUCH INSURANCE HAS BEEN APPROVED BY THE OWNER, NOR SHALL THE CONTRACTOR ALLOW ANY SUB-CONTRACTOR TO COMMENCE WORK ON HIS SUB-CONTRACT UNTIL ALL SIMILAR INSURANCE REQUIRED OF THE SUB-CONTRACTOR HAS BEEN SO OBTAINED AND APPROVED. THE SUCCESSFUL CONTRACTOR SHALL BE PREPARED AT THE TIME OF CONTRACT AWARD TO PROVIDE THE BOARD WITH AN INSURANCE POLICY NUMBER. FAILURE ON THE PART OF THE CONTRACTOR TO PROVIDE THIS POLICY WITHIN 10 WORKING DAYS OF AWARD OF CONTRACT COULD RESULT IN THE WITHDRAWAL BY THE OWNER OF THE AWARD OF THE BID."

(2) COMPENSATION INSURANCE:

CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT, WORKER'S COMPENSATION INSURANCE FOR ALL OF HIS EMPLOYEES, EMPLOYED AT THE SITE OF THE PROJECT. WORKER'S COMPENSATION POLICY SHALL INCLUDE EMPLOYER'S LIABILITY IN THE AMOUNT OF AT LEAST \$1,000,000.00. IN CASE ANY WORK IS SUBLET, CONTRACTOR SHALL REQUIRE SUB-CONTRACTOR SIMILARLY TO PROVIDE WORKER'S COMPENSATION INSURANCE FOR ALL THE LATTER'S EMPLOYEES UNLESS SUCH EMPLOYEES ARE COVERED BY THE PROTECTION AFFORDED BY THE CONTRACTOR. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THIS CONTRACT AT THE SITE OF THE PROJECT IS NOT PROTECTED UNDER THE WORKER'S COMPENSATION STATUTE, THE CONTRACTOR SHALL PROVIDE AND SHALL CAUSE EACH SUB-CONTRACTOR TO PROVIDE ADEQUATE INSURANCE, SATISFACTORY TO OWNER, FOR THE PROTECTION OF HIS EMPLOYEES NOT OTHERWISE PROTECTED. POLICY SHALL BE IN COMPLIANCE WITH CHAPTER 440, FLORIDA STATUTES.

(3) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING THE LIFE OF THIS CONTRACT, PUBLIC LIABILITY INSURANCE AGAINST BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE, AND AUTOMOBILE AS SHALL PROTECT OWNER/ARCHITECT FROM CLAIMS FOR DAMAGES WHICH MAY ARISE FROM OPERATIONS UNDER THIS CONTRACT,

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WHETHER SUCH OPERATIONS BE BY HIMSELF OR BY AN SUB-CONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM. CONTRACTORS LIABILITY INSURANCE SHALL INCLUDE COMMERCIAL GENERAL LIABILITY. LIMITS OF LIABILITY SHALL BE AT LEAST \$1,000,000.00 PER OCCURRENCE, \$2,000,000.00 GENERAL AGGREGATE, \$1,000,000.00 PRODUCTS AND COMPLETED OPERATIONS, AGGREGATE, \$2,000,000.00, \$1,000,000.00 PERSONAL INJURY, \$50,000 FIRE LEGAL LIABILITY, AND \$5,000 MEDICAL PAYMENTS.

- (4) CONTRACTUAL LIABILITY AND PROPERTY DAMAGE INSURANCE: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES AND/OR PROPERTY DAMAGE AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND SHALL CARRY CONTRACTUAL LIABILITY AND PROPERTY DAMAGE INSURANCE TO COVER SUCH INDEMNIFICATION. THE INDEMNIFICATION OBLIGATION 4.18 SHALL BE LIMITED TO \$1,000,000.00 PER CLAIMANT / \$2,000,000.00 AGGREGATE IN LIEU OF UNLIMITED AMOUNT AS SPECIFIED IN PARAGRAPH 4.18.2 OF THE AIA GENERAL CONDITIONS.
- (5) PRODUCTS AND COMPLETED OPERATIONS INSURANCE: CONTRACTOR SHALL FURNISH PRODUCTS AND COMPLETED OPERATIONS INSURANCE. THE LIMITS OF PRODUCTS AND COMPLETE OPERATIONS SHALL AGREE WITH THE LIMITS STATED ABOVE FOR CONTRACTOR'S REGULAR COMMERCIAL GENERAL LIABILITY.
- (6) OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE: CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING THE LIFE OF THIS CONTRACT OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE IN THE NAME OF THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA AND THE AMOUNT OF INSURANCE SHALL BE IN LIMITS OF NOT LESS THAN \$1,000,000.00 PER OCCURRENCE.
- (7) ADDITIONAL INSURED CLAUSE: THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA SHALL BE NAMED AS ADDITIONAL INSURED ON ALL CONTRACTOR' LIABILITY POLICIES.
- (8) **BUILDER'S RISK INSURANCE: THE CONTRACTOR WILL NOT BE REQUIRED TO FURNISH BUILDER'S RISK INSURANCE. THE SCHOOL BOARD OF SANTA ROSA COUNTY WILL FURNISH BUILDERS RISK INSURANCE.**
- (9) AUTOMOBILE LIABILITY INSURANCE: THE CONTRACTOR SHALL MAINTAIN AUTOMOBILE LIABILITY INSURANCE AGAINST BODILY INJURY AND PROPERTY DAMAGE IN THE AMOUNT OF \$1,000,000 PER OCCURRENCE. THE BOARD SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE

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AUTOMOBILE POLICY. THIS COVERAGE MUST INCLUDE
HIRED AND NON-OWNED AUTOS USED ON THE PROJECT.

(D) PARAGRAPH 11.1.3: ADD THE FOLLOWING:

"CERTIFICATES OF INSURANCE SHALL BE COMPLETED AND SIGNED BY THE AUTHORIZED RESIDENT AGENT, AND RETURNED TO THE ARCHITECT. THIS CERTIFICATE SHALL BE DATED AND SHOW: THE NAME OF THE INSURED CONTRACTOR, THE SPECIFIC JOB BY NAME AND JOB NUMBER, THE NAME OF THE INSURER, THE NUMBER OF THE POLICY, ITS EFFECTIVE DATE, AND ITS TERMINATION DATE. THE CERTIFICATE OF INSURANCE SHALL SPECIFICALLY NAME THE OWNER AS AN ADDITIONAL INSURED.

STATEMENT THAT THE INSURER WILL MAIL NOTICE TO THE OWNER AND A COPY TO THE ARCHITECT AT LEAST THIRTY (30) DAYS PRIOR TO ANY MATERIAL CHANGES IN PROVISIONS OR CANCELLATION OF THE POLICY.

CERTIFICATES CALLED FOR HEREIN SHALL BE FURNISHED IN DUPLICATE AND SHALL SPECIFICALLY SET FORTH EVIDENCE OF ALL COVERAGE REQUIRED BY 11.1.1, 11.1.2, AND 11.1.3, AND THE CONTRACTOR SHALL FURNISH TO THE ARCHITECT COPIES OF ALL ENDORSEMENT THAT ARE SUBSEQUENTLY ISSUED AMENDING COVERAGE OR LIMITS.

CONTRACTOR SHALL NOT COMMENCE WORK ON SITE UNTIL CERTIFICATE OF COVERAGE HAS BEEN RECEIVED AND ACCEPTED BY OWNER."

(8) ARTICLE 7: CHANGES IN THE WORK

(A) PARAGRAPH 7.1.1: ADD THE FOLLOWING:

"MAXIMUM PERCENTAGES OF OVERHEAD AND PROFIT WHICH MAY BE ADDED BY THE CONTRACTOR TO ACTUAL COSTS OF SUCH CHANGES IN THE WORK ARE SPECIFICALLY SET FORTH AS FOLLOWS:

FOR ALL WORK DONE BY THIS ORGANIZATION, OR SUBSIDIARIES OF HIS OWN ORGANIZATIONS, INCLUDING WORK TRADITIONALLY CONSIDERED AS SUB-CONTRACTOR WORK, THE CONTRACTOR MAY ADD 15% OF HIS ACTUAL COSTS FOR COMBINED OVERHEAD AND PROFIT.

FOR ALL WORK DONE BY HIS SUB-CONTRACTORS THE RESPECTIVE SUB-CONTRACTORS MAY ADD 10% OF THEIR ACTUAL COSTS FOR COMBINED OVERHEAD AND PROFIT, AND THE GENERAL CONTRACTOR MAY ADD 5% OF THE ABOVE SUB-CONTRACTOR'S COSTS FOR HIS OVERHEAD AND PROFIT.

A BOND COST OF 1% OF THE TOTAL AMOUNT OF THE ADDED COSTS WILL BE ALLOWED THE CONTRACTOR AS A LEGITIMATE ITEM OF COST, AND 1% OF ALL CREDIT AMOUNTS SHALL BE ADDED TO THE

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TOTAL CREDIT ALLOWED THE OWNER. NO BOND COST SHALL BE ALLOWED FOR THE OWNER. NO BOND COST SHALL BE ALLOWED FOR SUB-CONTRACTOR'S BOND COST.

THE ABOVE PERCENTAGES SHALL BE CONSIDERED REASONABLE ALLOWANCE FOR OVERHEAD AND PROFIT DUE TO THE CONTRACTOR.

THE CONTRACTOR SHALL SUBMIT RECEIPTS OR OTHER EVIDENCE SHOWING HIS COSTS AND HIS RIGHT TO THE PAYMENT CLAIMS.

LABOR COSTS SHALL INCLUDE SUPERVISION, MECHANIC'S AND LABORER'S WAGES INCLUDING PAYROLL TAXES AND INSURANCE.

MATERIAL, EQUIPMENT AND EQUIPMENT RENTAL COSTS SHALL BE THE TRADE DISCOUNTS COSTS PLUS STATE SALES TAX WHERE APPLICABLE."

2. STANDARDS AND CODES:

- A. CONTRACTOR SHALL PROVIDE ON PROJECT SITE, FOR USE BY THE ARCHITECT, A COPY OF EACH SPECIFICATION, MANUAL, STANDARD, AND CODE TO WHICH REFERENCE IS MADE IN THIS SPECIFICATION. MATERIAL SHALL BE BOUND IN HARD BINDER AND INDEXED.
- B. WHERE REFERENCE IS MADE TO THE STANDARD SPECIFICATIONS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (A.S.T.M.) UNITED STATES GOVERNMENT FEDERAL SPECIFICATIONS, OR TO OTHER MANUFACTURER'S ORGANIZATIONS, OR TRADES, IN CONNECTION WITH THE REQUIRED QUALITY OF MATERIALS, METHODS, ETC., THEN THE APPLICABLE SPECIFICATIONS SHALL BE THE LATEST REVISED EDITION UNLESS OTHERWISE SPECIFICALLY STATED.
- C. ALL WORK WILL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE, 2007, OR LATER IF ENACTED AND SHALL PASS OCCUPANCY INSPECTION BEFORE FINAL PAYMENT IS DUE. THE BUILDING SHALL NOT BE OCCUPIED UNTIL AN OCCUPANCY CERTIFICATE HAS BEEN ISSUED. THE CONTRACTOR OR HIS REPRESENTATIVE AND ALL NECESSARY SUB-CONTRACTORS OF THEIR REPRESENTATIVE SHALL BE PRESENT AT TIME OF INSPECTION.

3. ORDERING OF MATERIALS:

- A. CONTRACTOR AND EACH SUB-CONTRACTOR SHALL PARTICIPATE IN THE SCHOOL DISTRICT'S "DIRECT PURCHASING PROGRAM". SEE SPECIFICATION SECTION 00065 FOR INFORMATION.
- B. CONTRACTOR AND EACH SUB-CONTRACTOR SHALL PLACE ORDERS FOR MATERIALS AND EQUIPMENT TO BE EMPLOYED IN WORK AS SOON AS POSSIBLE AFTER AWARDS OF CONTRACT.
- C. CONTRACTOR SHALL KEEP OWNER AND ARCHITECT INFORMED AS AVAILABILITY OF SPECIAL MATERIALS AND EQUIPMENT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AVAILABILITY OF EQUIPMENT AND MATERIAL TO BE FURNISHED TO SUB-CONTRACTORS AND SHALL TAKE IMMEDIATE CORRECTIVE

ACTION TO INSURE THE TIMELY COMPLETION OF THE CONTRACT UPON INDICATION THAT A DELIVERY PROBLEM EXISTS, REGARDLESS OF THE NATURE OF DELAY.

4. LAYOUT WORK:

- A. EACH CONTRACTOR AND SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE LAYOUT OF HIS WORK AND SHALL CORRECT ANY INACCURACIES AS DIRECTED BY THE ARCHITECT.
- B. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COORDINATE THEIR WORK WITH THE WORK OF OTHER TRADES AFFECTING THEIR WORK IN SUFFICIENT TIME THAT NO CONFLICT OCCURS BETWEEN THE TRADES AT ANY GIVEN TIME THROUGHOUT THE PROGRESS OF THE WORK. WORK REQUIRING MODIFICATION DUE TO THE LACK OF COORDINATION SHALL BE REMOVED AND REPLACED CORRECTLY AT THE CONTRACTOR'S EXPENSE, INCLUDING THE WORK OF OTHERS THAT MAY BE NECESSARY TO REMOVE IN ORDER TO CORRECT SUCH FAULTS.

5. PROTECTION OF MATERIALS AND PROPERTY:

- A. MATERIALS DELIVERED TO THE JOB IN FINISHED CONDITION, INSTALLED IN FINISHED CONDITION, OR INSTALLED AND FINISHED BEFORE COMPLETION OF WORK, SHALL BE PROTECTED FROM DAMAGE UNTIL ACCEPTANCE OF PROJECT. MATERIALS DAMAGED BEFORE OR AFTER INSTALLATION, SHALL BE REPLACED WITH NEW MATERIALS. METHOD OF STORAGE AND LOCATION OF ANY SHEDS IS SUBJECT TO ARCHITECT'S APPROVAL.
- B. THE CONTRACTOR AND SUB-CONTRACTOR SHALL PROTECT WORK INSTALLED BY OTHERS DURING PERFORMANCE OF THEIR WORK. SHOULD INSTALLED WORK BE DAMAGED, IT SHALL PLACE UPON HIM RESPONSIBILITY FOR REPLACING HIS WORK AND WORK OF OTHERS THAT IT MAY BE NECESSARY TO REMOVE IN ORDER TO CORRECT SUCH FAULTS.
- C. THEFT FROM THE CONSTRUCTION SITE IS THE RESPONSIBILITY OF CONTRACTOR AND HIS SUB-CONTRACTORS REGARDLESS OF HOW PROPERTY IS PROTECTED.
- D. ALL PROPERTY PROTECTION AS MAY BE REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS.
- E. THE OWNER RESERVES THE RIGHT TO PROVIDE CERTAIN FORCES FOR PROPERTY PROTECTION.
- F. CONTRACTOR SHALL KEEP INTERIOR OF BUILDING FREE OF STORED OR UNATTENDED COMBUSTIBLE MATERIAL.

6. NO WAIVER BY OWNER:

FAILURE OF OWNER IN ONE OR MORE INSTANCES TO INSIST UPON STRICT PERFORMANCE OF TERMS OF THIS CONTRACT OR TO EXERCISE OPTION HEREIN CONFERRED, SHALL NOT BE CONSTRUED AS A WAIVER OR RELINQUISHMENT TO ANY EXTENT OF RIGHT TO ASSERT OR RELY UPON SUCH TERMS OR OPTIONS ON FUTURE OCCASIONS.

7. SUSPENSION OF WORK:

IF WHOLE OR PART OF WORK IS SUSPENDED, CONTRACTOR SHALL COVER, SECURE AND PROTECT ALL PARTS OF THIS WORK THAT MIGHT BE INJURED FROM ANY CAUSE.

8. TERMINATION OF EMPLOYEES:

THE ARCHITECT SHALL HAVE AUTHORITY TO CAUSE THE TERMINATION AND HIS IMMEDIATE REMOVAL FROM THE PROJECT, ANY EMPLOYEE OF THIS CONTRACTOR WHO SHALL BE FOUND INCOMPETENT OR DETRIMENTAL TO THE BEST INTEREST OF THE WORK.

9. DIVISION OF WORK:

DIVISION OF WORK UNDER TITLES AND SUBTITLES IS FOR CONVENIENCE ONLY AND NO RESPONSIBILITY IS ASSUMED BY ARCHITECT FOR OMISSIONS OR DUPLICATION CAUSED BY ARRANGEMENT OF MATTER IN CONTRACT DOCUMENTS.

10. INSPECTIONS - PRIOR TO FINAL PAYMENT

- A. INITIAL - CONDUCTED BY CONTRACTOR AND SUBMITTED TO ARCHITECT TWO WEEKS PRIOR TO CALLING FOR A PRE-FINAL INSPECTION. ALL INCOMPLETE ITEMS SHOULD BE LISTED BY ROOM NUMBER OR AREA AND INCLUDE BOTH ARCHITECTURAL AND P.M. & E. ITEMS. THE ARCHITECT WILL REVIEW THIS LIST WITHIN TWO WEEKS. IF SUFFICIENT CORRECTIVE MEASURES HAVE BEEN ACCOMPLISHED, THE CONTRACTOR CAN THEN REQUEST A PRE-FINAL INSPECTION.
- B. PRE-FINAL INSPECTION - CONDUCTED BY THE ARCHITECT, HIS CONSULTANTS, SANTA ROSA CO. SCHOOLS PERSONAL AND THE CONTRACTOR AND HIS SUB-CONTRACTORS. **TEST AND BALANCE REPORT MUST BE ON SITE AT THE TIME OF THE INSPECTION.** THE CONTRACTOR WILL BE ALLOWED FOUR WEEKS TO COMPLETE THIS LIST AND TURN OVER ALL PROJECT CLOSE OUT DOCUMENTS.
- C. FINAL INSPECTION - CONDUCTED BY THE ARCHITECT, HIS CONSULTANTS, THE CONTRACTOR AND HIS SUB-CONTRACTOR. IF THE ITEMS OUTLINED ON THE PRE-FINAL INSPECTION ARE COMPLETE AND PROJECT CLOSE OUT DOCUMENTS ARE TURNED IN, FINAL PAYMENT MAY BE REQUESTED.

11. YEAR-END INSPECTION:

SHALL BE CONDUCTED JOINTLY BY ARCHITECT, OWNER, AND CONTRACTOR APPROXIMATELY ONE (1) YEAR AFTER COMPLETION AND UPON NOTIFICATION BY CONTRACTOR. ALL DEFECTS OF MATERIAL AND WORKMANSHIP NOTED AT THAT TIME SHALL BE CORRECTED. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO IMPLY THAT GUARANTEES APPLY TO WORK WHICH HAS BEEN ABUSED OR NEGLECTED BY OWNER.

12. EQUAL OPPORTUNITY:

- A. CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN. CONTRACTOR SHALL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED, DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.

- B. CONTRACTOR SHALL COMPLY WITH ALL STATUTES CONCERNING EQUAL EMPLOYMENT OPPORTUNITY AS APPLICABLE.

13. WAGE RATES:

NO WAGE RATES ARE REQUIRED ON THIS PROJECT.

14. MAINTENANCE MANUAL:

- A. THE CONTRACTOR, AT THE TIME OF SUBSTANTIAL COMPLETION, SHALL DELIVER TO THE OWNER TWO (2) COPIES OF A MANUAL ASSEMBLED AND BOUND IN HARD COVER, THREE-RING BINDERS CONSISTING OF THE FOLLOWING MATERIALS FROM SUB-CONTRACTORS FOR WHICH THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTING, IDENTIFYING, INDEXING, AND COLLATING:

- (1) RELEASES OF LIEN COVERING ALL LABOR AND MATERIALS, GENERAL WARRANTY AND SUB-CONTRACTORS WARRANTIES AND, FOR THE OWNER'S GUIDANCE, FULL DETAILS FOR CARE AND MAINTENANCE OF VISIBLE SURFACES AND EQUIPMENT INCLUDED IN CONTRACT.
- (2) COMPLETE EQUIPMENT AND MECHANICAL SYSTEM DIAGRAMS OPERATING INSTRUCTIONS SPECIFICALLY COVERING THE SYSTEMS AS INSTALLED FOR THIS PARTICULAR PROJECT. THE OPERATING INSTRUCTIONS SHALL INCLUDE MAINTENANCE, MANUALS, PARTS LISTS, WIRING DIAGRAMS COMPLETE WITH SEQUENCE OF OPERATION, TEST AND BALANCE REPORTS, INSPECTION REPORTS, GUARANTEES AND WARRANTIES, AS APPLICABLE, FOR EACH AND EVERY PIECE OF EQUIPMENT INCLUDING MOTORS FURNISHED UNDER THIS CONTRACT, AND OTHER INFORMATION THAT WILL BE USEFUL TO THE OWNER IN OVERALL OPERATION AND MAINTENANCE.
- (3) SPECIFIC INFORMATION REGARDING MANUFACTURER'S NAME AND ADDRESS, NEAREST DISTRIBUTOR AND SERVICE REPRESENTATIVE'S NAME, ADDRESS, OFFICE AND HOME PHONE NUMBERS, MAKE AND MODEL NUMBERS, OPERATING DESIGN AND CHARACTERISTICS, ETC., WILL BE REQUIRED. ALL INFORMATION SUBMITTED SHALL BE UPDATED TO REFLECT EXISTING CONDITIONS.
- (4) WHERE CONTENTS OF MANUAL INCLUDES MANUFACTURER'S CATALOG PAGES, CLEARLY INDICATE THE PRECISE ITEMS INCLUDED IN THIS INSTALLATION AND DELETE OR OTHERWISE CLEARLY INDICATE ALL MANUFACTURER'S DATA WITH WHICH THIS INSTALLATION IS NOT CONCERNED.

- B. ALL MATERIAL IN MANUAL SHALL BE OF EQUAL SIZE AND TABBED TO PROVIDE A PROFESSIONAL PRESENTATION ACCEPTABLE TO THE ARCHITECT.

15. ARBITRATION:

NOTWITHSTANDING ANY PROVISION CONTAINED IN THE CONTRACT DOCUMENTS OR ELSEWHERE, NEITHER PARTY TO THIS CONTRACT SHALL BE REQUIRED TO SUBMIT TO ARBITRATION ANY CLAIM, DISPUTE OR OTHER MATTER ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS, THE CONTRACT, OR THE PERFORMANCE THEREOF.

16. CLAIMS:

NOTWITHSTANDING ANY PROVISION CONTAINED IN THE CONTRACT DOCUMENTS OR ELSEWHERE, THE OWNER SHALL NOT BE REQUIRED TO MAKE ANY PAYMENT TO THE CONTRACTOR ON ACCOUNT OF DAMAGES FOR DELAY, IMPACT CLAIMS OR SIMILAR CLAIMS ARISING OUT OF ANY CHANGE IN THE WORK (AS THAT TERM IS USED IN ARTICLE 12 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION) EXCEPT AS MAY BE MUTUALLY AGREED TO IN WRITING BY THE OWNER AND THE CONTRACTOR PRIOR TO COMMENCEMENT OF THE WORK CALLED FOR BY THE CHANGE, AND SUPPORTED BY COST DATA, FURNISHED BY THE CONTRACTOR, IN SUFFICIENT DETAIL TO ENABLE THE ARCHITECT TO CONFIRM THE ACCURACY OF SAME.

17. STATE OF FLORIDA TOXIC SUBSTANCE ACT:

(WORKER'S RIGHT TO KNOW LAW), CHAPTER 442, FLORIDA STATUTES CONTRACTORS SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE FLORIDA TOXIC SUBSTANCE ACT, AS AMENDED (THE "ACT"), SPECIFICALLY, BUT NOT LIMITED SUBSTANCE IN CONSTRUCTION, REPAIR, OR MAINTENANCE OF PUBLIC SCHOOL FACILITIES.

- A. ALL TOXIC SUBSTANCE ENUMERATED IN THE FLORIDA SUBSTANCE LIST ESTABLISHED PURSUANT TO S. 442.103, FLORIDA STATUTES, THAT ARE TO BE USED IN THE CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES ARE RESTRICTED TO USAGE ACCORDING TO THE FOLLOWING PROVISION:

BEFORE ANY SUCH SUBSTANCE MAY BE USED, THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT, THE DIRECTOR OF MAINTENANCE AND THE ARCHITECT/ENGINEER IN WRITING AT LEAST TEN (10) WORKING DAYS PRIOR TO USING THE SUBSTANCE. THE NOTIFICATION SHALL CONTAIN:

- (1) THE NAME OF THE SUBSTANCE TO BE USED.
- (2) WHERE THE SUBSTANCE IS TO BE USED.
- (3) WHEN THE SUBSTANCE IS TO BE USED.

THERE SHALL BE ATTACHED TO THE NOTIFICATION A COPY OF A MATERIAL SAFETY DATA SHEET AS DEFINED IN S. 442.102, FLORIDA STATUTES, FOR EACH SUCH SUBSTANCE.

- B. THE CONTRACTOR SHALL COMPLY WITH, THE SAFETY PRECAUTIONS AND HANDLING INSTRUCTIONS SET FORTH IN THE MATERIAL SAFETY DATA SHEET FOR EACH SUBSTANCE USED BY THE CONTRACTOR SO THAT USAGE OF THE SUBSTANCE POSES NO THREAT TO THE HEALTH AND SAFETY OF STUDENTS, SCHOOL PERSONNEL, AND THE GENERAL PUBLIC.

18. HAZARDOUS MATERIALS:

CONTRACTORS BRINGING HAZARDOUS MATERIALS INTO A PUBLIC SCHOOL WORK PLACE MUST SUPPLY THE SITE ADMINISTRATOR AND DIRECTOR OF MAINTENANCE WITH A MATERIAL SAFETY DATA SHEET (MSDS) ON EACH SUBSTANCE BROUGHT INTO THE SITE.

19. WOOD PRODUCTS:

USE OF FLORIDA FOREST PRODUCTS SHOULD BE USED WHERE AVAILABLE IN ACCORDANCE WITH 255.20 F.S.

20. PROOF OF LICENSING:

A. GENERAL CONTRACTORS AND SUB-CONTRACTORS:

ALL CONSTRUCTION ON BOARD-OWNED PROPERTY INCLUDING VOLUNTEER OR SERVICE ORGANIZATION PROJECTS, SHALL BE PERFORMED BY STATE-CERTIFIED OR LICENSED GENERAL CONTRACTORS AND SUB-CONTRACTORS, OR LOCALLY REGISTERED SUB-CONTRACTORS WHERE APPLICABLE, AS REQUIRED BY CHAPTER 489, F.S. LOCALLY REGISTERED SUB-CONTRACTORS MAY ONLY PROVIDE SERVICES TO BOARDS IN MUNICIPALITIES OR COUNTIES WHERE THEIR REGISTRATION IS VALID. WHERE MANDATED BY LOCAL ORDINANCE, AN OCCUPATIONAL LICENSE MAY ALSO BE REQUIRED.

B. PROOF OF LICENSING WILL BE REQUIRED OF, BUT NOT LIMITED TO THE FOLLOWING CATAGORIES OF CONTRACTORS:

GENERAL
BUILDING
RESIDENTIAL
ROOFING
AIR CONDITIONING AA
AIR CONDITIONING AB
MECHANICAL
PLUMBING
ELECTRICAL
SHEETMETAL
COMMERCIAL POOLS / SPA
RESIDENTIAL POOLS / SPA
POOL / SPA SERVICING
UNDERGROUND UTILITY
DRYWALL
SOLAR ENERGY
SPECIALTY STRUCTURE
PRECISION TANK TESTER
TANK LINING APPLICATOR

C. COPIES OF ALL LICENSES WILL BE COMPILED BY THE GENERAL CONTRACTOR AND TRANSMITTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.

21. RELATION OF DIVISION 1 TO ALL OTHER DIVISIONS:

WEST NAVARRE INTERMEDIATE SCHOOL
5 CLASSROOM ADDITION

DIVISION 1 IS A PART OF ALL OTHER DIVISIONS AND SECTIONS AS IF REPEATED IN FULL IN EACH INSTANCE.

END OF SECTION