

**CLAY ELECTRIC CO-OPERATIVE, INC.**

**CLAY ELECTRIC HEADQUARTERS  
RENOVATIONS BUILDINGS 1, 2, 4, & 6**

**KEYSTONE HEIGHTS, FL**

**PROJECT MANUAL**

October 25, 2018

Bid Set

Bhide & Hall Architects, P.A.  
1329-C Kingsley Ave.  
Orange Park, FL 32073  
License No. AAC-000569

BHA NO. 18043



# **CLAY ELECTRIC CO-OPERATIVE, INC.**

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### **PROJECT MANUAL**

October 25, 2018

Bhide & Hall Architects, P.A.  
1329-C Kingsley Ave.  
Orange Park, FL 32073  
(904) 264-1919  
License No. AAC-000569

Haddad Engineering  
2955 Hartley Road, Suite 205  
Jacksonville, FL 32257  
(904) 262-5066  
Cert. Lic #4000

BHA NO. 18043



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SEE DRAWINGS FOR ADDITIONAL SPECIFICATIONS

SECTION 01050  
INVITATION TO BID



October 25, 2018

Ladies and Gentlemen:

You are invited to submit a sealed proposal for Clay Electric Headquarters Renovations Buildings 1,2,4,& 6 for Clay Electric Cooperative, Inc. located at 7450 Highway 100 West, Keystone Heights, Florida 32656 per Bhide and Hall, Architects' Specifications and Drawings for construction of:

**Clay Electric Headquarters Renovations Buildings 1,2,4,& 6  
Corporate Way  
Keystone Heights, Florida 32656**

**In accordance with plans and specifications prepared by:**

**Bhide & Hall Architects, P.A.  
1329-C Kingsley Avenue  
Orange Park, Florida 32073  
(904) 264-1919  
AAC 000569**

Plans are on file and open to inspection at the office of the Architect. General Contractors and Subcontractors may purchase hard-copy sets of Drawings and Specifications from the Office of the Architect upon payment of \$75.00 per set, or may purchase an electronic copy of the plans and specs on flash drive for \$50.00. Cash or Check payment accepted. Partial sets of Drawings and/or Specifications will not be issued in any format.

Hard-copy bidding documents will be mailed only upon receipt of payment of \$30.00 per set for UPS Ground Service, or upon request, will be forwarded by Federal Express or UPS with contractor's account number.

Sealed proposals will be received by CLAY ELECTRIC COOPERATIVE, INC. until **Thursday, November 15, 2018 at 3:00 PM** and must be submitted on the bid form provided in the specifications. The bid opening will be private and all bidders will be notified by letter of successful bidder and order of finish within thirty (30) days of the Owner's decision.

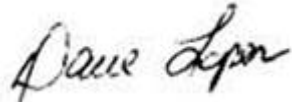
Each sealed bid shall be addressed to: **CLAY ELECTRIC COOPERATIVE, INC., POST OFFICE BOX 308 (physical address: CENTRAL WAREHOUSE, 7450 STATE ROAD 100 WEST), KEYSTONE HEIGHTS, FLORIDA 32656 to the attention of Dave Loper, Purchasing & Stores Manager, marked "PROPOSAL FOR Clay Electric Headquarters Renovations Buildings 1,2,4,& 6.**

- Each bidder must deposit, with his bid, security in the amount, form, and subject to the conditions provided in instruction to bidders Section 01100 paragraph 14.7.
- The successful bidder may be required to provide a Performance Bond, and a Labor and Material Payment Bond in the amount of 100% of the accepted Bid amount, the premium for which shall be listed as an alternate on the Bid Proposal Form.

- A **mandatory Pre-Bid Meeting** will be held at Purchasing and Stores on **Tuesday, November 6, 2018 @ 2:00 PM** to review the Contract Documents and to address any questions. Bidders not attending the pre-bid meeting will not be permitted to submit a bid.
- No Bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Owner reserves the right to waive informalities in any bid and to accept any bid which is in CEC's best interest and/or to reject any and all bids.

Sincerely,



Dave Loper, C.P.M.  
Purchasing and Stores Manager  
P.O. Box 308  
Keystone Heights, FL 32656  
Ph: (352) 473-8000 Ext. 8298  
Fax: (352) 473-1361  
[dloper@clayelectric.com](mailto:dloper@clayelectric.com)

**SECTION 01100**  
**INSTRUCTION TO BIDDERS**

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## 1. SPECIFICATION TERMINOLOGY

- 1.1 Definitions of Terms: Whenever in these specifications the following terms (or pronouns, which replace these terms) are used, their intent and meaning shall be interpreted as follows:
- 1.1.1 OWNER: Clay Electric Cooperative, Inc.,  
Post Office Box 3089  
Keystone Heights, FL 32656
  - 1.1.2 CONTRACTOR: Any individual, firm, partnership or corporation entering into an agreement to perform the work specified herein.
  - 1.1.3 ARCHITECT/ENGINEER (Or Architect or Engineer): The firm of Bhide & Hall Architects, P.A. acting directly or through a duly authorized representative.
  - 1.1.4 PROJECT REPRESENTATIVE: An authorized representative of the Design Professional assigned to assist the Design Professional in carrying out his responsibilities at the project site.
  - 1.1.5 BIDDER: An individual, firm, partnership, or corporation submitting a proposal for the work contemplated.
  - 1.1.6 SURETY: The corporation body, which is bound with and for the Contractor, which is primarily liable and which guarantees the faithful performance of the agreement.
  - 1.1.7 PROPOSAL: A bid for the work contemplated which the Bidder shall submit on approved forms.
  - 1.1.8 DRAWINGS: The drawings or reproductions thereof pertaining to the work to be performed and which have been prepared under the supervision of the Architect-Engineer.
  - 1.1.9 PROJECT MANUAL: The condition of the contract, detailed technical specifications and such other descriptions of the work as are set forth in any of the contract documents.
  - 1.1.10 AGREEMENT: "Agreement" shall mean the document entitled "Standard Form of Agreement between Owner and Contractor".
  - 1.1.11 CONTRACT "Contract" shall mean the Agreement and Contract Documents as defined and listed in the Agreement.

## 2. QUALIFICATION OF BIDDERS

- 2.1 In order to be qualified, a Bidder shall hold a valid un-expired certificate issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Florida Statutes, as a State Certified General Contractor or Building Contractor. A copy of the Contractor's State Certificate may be provided in the bid proposal envelope. If not contained within bid proposal envelope, the Contractor shall provide a copy within 48 hours after the bid opening if requested by the Owner.
- 2.2 The agreement will only be entered into with responsible Contractors, found to be satisfactory by the Owner, qualified by experience and in a financial position to do the work specified. If the Bidder is a corporation the corporation shall be incorporated in the State of Florida and hold a current and valid license from the Secretary of State's Office.

## 3. FAMILIARITY WITH LAWS:

- 3.1 The Bidder is required to be familiar with the following codes to which this project must conform:
  - (a) The Florida Building Code, 2017 Edition
  - (b) Florida Fire Prevention Code, 2017
  - (c) NFPA 101 Life Safety Code, 2012  
2017 Florida Building Code Accessibility
- 3.2 The Bidder is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that affect the work. Unfamiliarity or misinterpretation on the part of the Bidder will in no way relieve him from applicable responsibilities.

## 4. TAXES

- 4.1 Although the Owner is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials which will be used in the construction of State-Owned buildings will not be exempted from the Sales Tax on these materials as evidenced
- 4.2 The Bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State Sales and Use Tax on materials and any applicable Federal taxes.

5. PROGRESS PAYMENTS

5.1 Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments to the Contractor as provided in the Agreement and paragraph 2, Section 01350.

6. BIDDING DOCUMENTS

6.1 Drawings, Specifications and Informational Documents furnished to the Bidder for his use in preparing a bid for the work involved in the project comprise the Bidding Documents.

7. ALTERNATES

7.1 If the Owner wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative material, or an increase or decrease in scope of the project, these items will be defined as Alternates and will be specifically described by the Drawings and/or specification. Alternates will be listed in the Proposal Form to clearly indicate what sums Bidder will add to, or deduct from, his Base Bid.

7.2 Alternates may or may not be accepted. An alternate will be accepted or rejected solely by the decision of the Owner.

7.3 Owner reserves the right to apply alternates in any order and in any combination when determining the final Bid Price.

8. ADDENDA

8.1 In case the Architect finds it expedient to supplement, modify, or interpret any portion of the Bidding Documents during the bidding period, such procedure will be accomplished by the issuance of written addenda to the bidding documents which will be delivered or mailed to all prospective Bidders.

9. INTERPRETATION OF BIDDING DOCUMENTS

9.1 No interpretation of the meaning of the Drawings, Specification, or other Bidding Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, addressed to the Architect. All such interpretations and supplemental instruction will be in the form of written Addenda to the Bidding Documents.

9.2 Only the interpretation of correction so given by the Architect in writing shall be binding, and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bidding Documents.

## 10. EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK

10.1 Bidders are required, before submitting their proposals, to visit the site of the proposed work and completely familiarize themselves with the nature and extent of the work, any local conditions that may affect the work to be performed, and the equipment, materials and labor required. They are also required to examine carefully the Drawings, Specifications, and other Bidding Documents to inform themselves thoroughly regarding conditions and requirements that may affect the work.

## 11. BASIC FOR BIDDING-TRADES NAMES

11.1 For clarity of description and as a standard of comparison, certain equipment, materials, etc. have to be specified by trade names or manufacturers. To insure a uniform basis for bidding, the Bidders shall base his proposal on the particular system, equipment or material specified. After the contract is let, other equipment, materials, etc., by other manufacturers may be accepted if, in the opinion of the Architect, same is equivalent in quality and workmanship and will perform satisfactorily its intended purpose. It should be noted that no substitution may be allowed on certain products and vendors.

## 12. SURETY COMPANIES ACCEPTABLE TO THE OWNER (See paragraph 20, Section 01250)

## 13. LISTING AND APPROVAL OF SUBCONTRACTORS

13.1 In order that the Owner may be assured that only qualified and competent sub-Contractors will be employed on the project, each Bidder shall submit with his proposal a list of the Sub-Contractor who will perform the work for each Division of the Specification as indicated by the "List of Sub-Contractors" form contained in these specifications. The Bidder shall have determined to his own complete satisfaction that a listed Sub-Contractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this Agreement and is qualified both technically and financially to perform that pertinent phase of this work for which he is listed. Only one Sub-Contractor will be listed for each phase of the work.

Metal Gutters  
Gypsum Board  
Electrical

13.2 No change shall be made in the list of Sub-Contractors, before or after the award of a contract, unless the Owner agrees, in writing, to the change.

#### 14. PREPARATION AND SUBMISSION OF BIDS

14.1 Bidder shall copy the proposal form on his own letterhead, in duplicate; indicate his bid prices thereon, in proper spaces, for the entire work and for the alternates listed. Any erasure or other correction in the proposal may be explained or noted over the signature of the Bidder. Proposals containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind may be rejected by Owner.

14.2 Bid must give full business address of the Bidder and state whether he is an individual, corporation or partnership.

14.3 Proposals by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent or other person authorized to bind the corporation.

14.4 Proposals by partnership shall show the names of the partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the manual signature of the partner signing.

14.5 In every case, the name of the person signing and his designation shall be typed or printed, below his signature. A person who affixes to his signature the work "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to be individually responsible for such bid. Satisfactory evidence of the authority of an officer, agent, attorney, or other person signing for a corporation and agent, attorney or other person signing for a partnership or an individual shall be furnished.

14.6 Bidder's proposal shall be enclosed in a sealed envelope, which shall be marked and addressed as indicated by the advertisement. That sealed envelope shall be placed within a mailing envelope, sealed, marked and addressed as above and delivered to the Owner at the Bid Opening.

14.7 Bid Guarantee:

14.7.1 Any bid submitted requires a five (5) percent bond and cannot be withdrawn for a period of 60 days subsequent to the date of the bid opening, a fact which shall be incorporated in all bids. As used herein, the term bond shall include cashier or certified check payable to Clay Electric. All such check shall be held by the Clay Electric Purchasing Department Director for safekeeping (but not deposited), immediately upon acceptance of bid. The Purchasing Department Director shall return each bond to the

submitting party, as soon as practicable, but only after a contract has been awarded and executed between Clay Electric and the successful bidder for a particular project, or in the event that all bids has been rejected by Clay Electric.

15. RECEIPT AND OPENING OF BID

15.1 Bids will be opened privately at the time and place stated in the Invitation to Bid. The officer whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered.

16. REJECTION OF BIDS

16.1 The Owner reserves the right to reject any and all bids when rejection is in the interest of the Owner and to reject the proposal of a Bidder who is not in position to perform the contract.

17. AWARD OF CONTRACT

17.1 The contract will be awarded as soon as possible to the lowest responsible Bidder provided his bid is reasonable and it is in the best interest of the Owner to accept it.

17.1.1 The Owner reserves the right to negotiate the contract with the lowest qualified Bidder, if the bid exceeds the project construction budget.

17.2 The Owner reserves the right to waive minor technicalities and/or any informality in bids received when such waiver is in the interest of the Owner.

18. EXECUTION OF AGREEMENT AND BONDS

18.1 Agreement between the Owner and Contractor: If the Contractor is to be an individual, the agreement shall be signed with his manual signature.

18.2 If the Contractor is a firm or company owned by an individual, the Agreement shall be executed in the name of the firm or company by the manual signature of the Owner.

18.3 If the Contractor is a Partnership, the Agreement shall be executed in the name of the partnership by the manual signature of a partner or partners.

18.4 If the Contractor is a corporation, the agreement shall be executed in the name of the corporation and shall bear the corporate seal. If signed for the corporation by any other officer than the President, the signature of such officer signing shall be attested by the Secretary. The executed contract shall be accompanied by a duly

authenticated document, bearing the seal of the corporation, quoting the section of the by-laws of the corporation authorizing the Board of Directors to designate such officer and copy of the resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of the execution of the contract, and may not be dated earlier than the date of the execution of the agreement. The same officer may not execute the Agreement and authenticate the document of authority.

18.5 Performance Bond and Labor and Material Payment Bond. These bonds shall be on behalf of the Contractor in the same manner and by the same person who executed the contract.

## 19. TIME OF COMPLETION AND LIQUIDATED DAMAGES

19.1 The work performed under this contract shall be commenced and completed as set forth in paragraph 21, Section 01250, of the Project Manual.

19.2 Liquidated Damages shall be as described in paragraph 22, Section 01250, of the Project Manual.

## 20. CHECKLIST FOR BID SUBMITTAL

20.1 The following items shall be included within the sealed bid envelope.

- A. Bid Proposal on Bid Proposal Form, Section 01150
- B. List of Subcontractors, Section 01200
- C. Copy of license per Article 2.1, Section 01100
- D. Equal Opportunity Addendum, Article 22, Section 01100.

## 21. PERMITS

21.1 It shall be the responsibility of the General Contractor to file the application for the Building Permit, and any other permits required. The General Contractor shall pay for the Building Permit. The Owner shall pay all other fees.

## 22. EQUAL OPPORTUNITY ADDENDUM

22.1 The Contractor represents that:

It has  does not have , 100 or more employees, and if it has, that;

It has  has not  furnished the Equal Opportunity-Employees Information Report EEO-1.

Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of Title VII of the Civil Rights Act of 1964.

The contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report of Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

## 22.2 CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that it does not maintain to provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services on any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification, the term "segregated facilities" means waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color or religion, or national origin, because of habit, local custom, or otherwise.

The contractor agrees that (except where it has obtained identical certifications from proposed subcontractor for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

## 22.3 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,



including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement of other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and order.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contract in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for noncompliance; Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractors" in the case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representation and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provision.

By: \_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

END OF SECTION



**SECTION 01150  
BID PROPOSAL FORM**

(SUBMIT ON CONTRACTOR'S LETTERHEAD)

DATE: \_\_\_\_\_

TO: Dave Loper, C.P.M.  
Purchasing & Stores Manager  
Clay Electric Cooperative, Inc.  
Keystone Heights, Florida

PROPOSAL FROM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called Bidder)

To Whom It May Concern:

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and have examined carefully the Contract Documents, proposes to furnish all labor, materials, and services for the proper execution and completion of:

CLAY ELECTRIC HEADQUARTERS RENOVATIONS BUILDINGS 1, 2, 4, & 6  
Highway 100 West  
Keystone Heights, Florida 32656

In full accordance with the drawings and specifications prepared by the firm of Bhide & Hall Architects, P. A., 1329-C Kingsley Avenue, Orange Park, Florida 32073, in full accordance with the Invitation to Bid, Instructions to Bidders, Agreement, and all other documents relating thereto on file in the office of the Architect and if awarded the contract, to complete the said work within the time limits specified for the following bid prices:

Bid Price: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

With the foregoing as a Base Bid, the following costs of Alternates is submitted in accordance with the plans and specifications:

**Alternate No. One: Performance and Payment Bond**

Add: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. Two: Additional Gutters, Downspouts and piping to drain.**

Add: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

TIME OF COMPLETION: The work performed under this contract shall be commenced within 10 calendar days from date of Notice to Proceed, and shall be substantially completed, as set forth in paragraph 21, Section 01250, of the Project Manual.

The Bidder hereby agrees that:

- a) The above proposal shall remain in full force and effect for a period of ninety (90) calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within the said ninety (90) calendar days.
- b) In the event the contract is awarded to Bidder, he will enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him.
- c) The Contractor agrees that he will comply with the requirements of the "Trench Safety Act" during construction.

Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

\_\_\_\_\_(Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 01200**  
**LIST OF SUB-CONTRACTORS**

(To be submitted on the Contractor's letterhead.)

Date: \_\_\_\_\_

This list is attached to, and is an integral part of the Agreement submitted by:

(Contractor to insert his full name and address)

For the construction of:

CLAY ELECTRIC HEADQUARTERS RENOVATIONS  
BUILDINGS 1, 2, 4, & 6  
Highway 100 West  
Keystone Heights, Florida 32656

The undersigned, hereinafter call "Contractor" lists below the names of the subcontractors who will perform the portion of the work indicated. To the undersigned's best knowledge and belief, all subcontractors listed are qualified to perform the work described in the Contracts Documents.

SUBCONTRACT

NAME OF SUBCONTRACTOR

- |                               |       |
|-------------------------------|-------|
| 1. Electrical                 | _____ |
| 2. Metal Gutters & Downspouts | _____ |
| 3. Gypsum Board               | _____ |

By \_\_\_\_\_  
(Signature of Contractor)

Additional subcontractors, as described in paragraph 13.1 of Section 01100, of the Project Manual, shall be listed and submitted within 48 hours of the bid opening.

**SECTION 01250**  
**INSTRUCTIONS TO CONTRACTORS**

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25. Voids in Building Envelope	125-16

1. PERFORMANCE AND PAYMENT BONDS (Alternate No. One)

- 1.1. The Contractor shall furnish the Owner with 100% Performance and Payment Bonds written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent. (Refer to paragraph 20 of this Section for Surety Companies acceptable to the Owner)
- 1.2. The cost of the Performance and Payment Bond shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated, or certified document, evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on the date of the Bond. In the usual case, the conferring of that authority has occurred prior to the date of the Bond, and the document showing the date of appointment and enumeration of powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same date as the Bonds and the Bonds shall be dated the same date as the Agreement.

2. EXECUTION OF AGREEMENT AND BOND

- 2.1. Execution of the Agreement and the Bond shall be as described in paragraph 25, Section 110, of this Project Manual.

3. CONTRACTOR'S INSURANCE

- 3.1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

3.1.1. The Owner shall be named as an Insured on all policies, including vehicle insurance policies.

- 3.2. Workmen's Compensation Insurance: The Contractor shall take out and **maintain for the life of the Agreement**, Workmen's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Such insurance shall comply fully with the Florida Workmen's Compensation Law. In case any class of employees engaged in work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, prior to



any work is allowed to be performed by unprotected employees. Insurance thus provided shall be satisfactory to the Owner.

3.2.2 Contractor, subcontractors, and all employees shall be covered and protected by Workman's Compensation Insurance without exception. No individual shall be exempted from Workman's Compensation Insurance.

3.3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance which shall protect him from claims for damage for personal injury, including accidental death, as well as claims from property damages which may arise from operating under this Agreement whether such operations is by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be in the minimum limits as follows:

(1)	Contractor's Comprehensive General Liability Coverages, Bodily Injury and Property Damage	\$1,000,000.00 Each Occurrence, Combined Single Limit
(2)	Automobile Liability Coverages, Bodily Injury and Property Damage	\$100,000.00 Each Occurrence, Combined Single Limit

3.3.1. Insuring clause for both Bodily Injury and property Damage shall be amended to provide coverage on an Occurrence Basis.

3.4. Subcontractor's Public Liability and Property Damage Insurance: The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

3.5. Owner's and Contractor's Protective Liability Insurance: The Contractor shall procure and furnish an Owner and Contractor's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	\$300,000.00 Each Occurrence, Combined Single Limit
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3.6. "XCU" (Explosion, Collapse, Underground Damage): The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are applicable.

3.7. Broad Form Property Damage Coverage and Completed Operations: The Contractor's Liability Coverage shall include Broad Form Property Damage Coverage and Completed Operations.

- 3.8. Contractual Liability-Work Contracts: The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.
- 3.9. Indemnification Rider: The Contractor's Liability Policy shall provide a "Hold Harmless" rider to cover the provisions of Article 3.18 of the referenced AIA General Conditions and this shall be so noted on the Contractor's Certificate of Insurance. Article 3.18 of the referenced AIA General Conditions is hereby revised to include the following acknowledgment:
- 3.9.1. The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner and acknowledges receipt of ten dollars and other good and valuable consideration from the Architect in exchange for giving the Owner and the Architect, respectively, the indemnification provided above in accord with Article 4.18 of the AIA General Conditions which form a part of the Contract Documents.
- 3.10. Builder's Risk Coverage: The contractor shall secure and maintain, on the project a Builder's Risk Insurance policy, All Risks Form, which shall be issued on a completed value basis with a \$5000 deductible, in the following manner:
- 3.10.1 Contractor's Builders Risk Policy may be allowed to lapse 48 hours after Owner occupancy.
- 3.10.2 The contractor shall be responsible for the deductible.
- 3.11. Proof of Insurance: Contractor shall furnish the owner proof of insurance coverage in the form of an acceptable Certificate of Insurance similar to the type required by the Florida Construction Industry Licensing Board. These shall be completed, signed by the authorized licensed Resident Agent. These certificates shall be dated and shall show:
- A. The Owner as an additional insured on all policies.
  - B. 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.
  - C. Statement that the Insured 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.
- 3.12 Loss Deductible Clause: The owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy, including the Builders Risk Policy. The payment of such

deductible shall be the sole responsibility of the General Contractor and/or Sub-Contractor submitting a claim against the policy.

4. PROGRESS SCHEDULE:

- 4.1. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the Architect a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity.
- 4.2. The Contractor shall, at the end of each calendar month thereafter during the period of time required to finally complete the project, update the construction schedule to show the actual progress of the work performed.
- 4.3. The Contractor shall have the option of scheduling a substantial completion date occurring earlier than the date established by the Contract Documents completed; provided, however, in such event, such earlier substantial completion date will be recognized by the Owner only as a matter of convenience to the Contractor and shall not change the date for substantial completion established by the Contract Documents or be otherwise binding on either the Owner or the Contractor.

5. USE OF OWNER'S SURVEY DATA

- 5.1. The contractor shall rely on the Owner's as-built and survey data. Any discrepancies discovered shall be reported to the Architect for necessary action.

6. CONSTRUCTION FACILITIES

- 6.1. Sanitary Provisions: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with regulations of the State Board of Health. No nuisance will be permitted.
- 6.2. Temporary Wiring: The Contractor shall meet all safety requirements of the National Electric Code, Florida Department of Commerce, Bureau of Workmen's Compensation or local requirements. In addition, all wire shall be so sized that it is not overloaded according to the National Electric Code, and any wire used shall be fused to adequately protect that wire according to the Code referenced.
  - 6.2.1. The Contractor shall have an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection.

6.2.2. Where temporary lighting is used, outlet shall consist of weatherproof socket insulated and provided with a locking type wire guard.

6.2.3. All devices shall be properly grounded.

6.3. Storage and work areas: At the start of the operations the Contractor shall make arrangements with the Architect's field representative and the Owner's representative for the assignment of storage and work areas. Contractor shall fence these areas and shall maintain the areas in a neat condition for the duration of the project. A safe passage of at least 10 ft. wide, from the East Village to the east end of the dam, shall be maintained, for the duration.

6.4. Contractor's Field Offices: Trailers may be used for field offices, but their use as living quarters for personnel cannot be permitted.

6.5. Additional instructions regarding Construction Facilities are set forth in Section 140, "Special Conditions".

## 7. PROJECT DRAWINGS-COPIES FURNISHED TO CONTRACTOR

7.1 As a supplement to the set of drawings acquired by the contractor during bidding, the Owner will furnish 10 sets of plans and specifications free of charge to the Contractor. Additional sets can be purchased. This cost is (\$200 per set of plans and specifications.) In lieu of these 10 sets, contractor may request one set of reproducible from which he may make as many copies, at his expense, as he desires. Such a request must be in writing and be directed to the Architect's attention.

## 8. PROJECT DRAWINGS-CHANGES

8.1. The Contractor shall immediately indicate plainly and conspicuously on the field set of drawings and at appropriate paragraphs in the specifications, all changes or corrections made by Addenda and Change Orders as they are issued.

## 9. SHOP DRAWINGS

9.1. Shop drawings shall be submitted for manufactured or fabricated materials as called for in the separate specification sections. Drawings shall be fully identified by project name, location, supplier's name, date, drawing number, specifications section reference, etc. The Contractor shall submit, with such promptness as to cause no delay in his work, or in that or any other Contractor, four (4) copies (in addition to those copies necessary for his own requirements) of all shop drawings, and schedules, required for the work of the various trades, to the Architect for approval. The Contractor shall make no deviation from the approved drawings, and the changes made thereto by the Architect, if any.

- 9.2. It shall be the responsibility of the Contractor to properly schedule the submission of shop drawings for approval to allow adequate time for checking of drawings, manufacture and shipment of items to job site in sufficient time to prevent delay in Progress Schedule. The term "adequate time" shall be defined as that time period mutually established between the Contractor and the Architect and recorded on a Shop Drawing Schedule prepared by the Contractor and reviewed and approved by the Architect.
- 9.3. It shall also be the responsibility of the Contractor to coordinate the preparation of shop drawings of items, which will be furnished by more than one manufacturer but are designed to interface when installed.
- 9.4. Shop drawings submitted to the Architect for his approval shall first be checked and approved by the Contractor, the prima-facie evidence of which shall be a "checked" stamp marked "Approved", or "Approved as Noted" on each copy of each shop drawing, placed thereon by the Contractor. Should it become apparent to the Architect during review, that the shop drawing were not reviewed by the Contractor, or if they are received without the Contractor's "checked" stamp they will be subject to immediate return without further action.

Each drawing correctly submitted will be checked by the Architect and marked by him in one of the following ways:

1. No Exception Taken
  2. Make Corrections Noted
  3. Revise and Resubmit
  4. Submit Specified Item
  5. Rejected
- 9.5. Submission and Approval Schedule: If and when required by the Architect the Contractor shall prepare and submit to the Architect a completely itemized Schedule of Shop Drawings, brochures and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item
1. Identification as to pertinent Specification Division.
  2. Item(s) involved.
  3. Name of pertinent subcontractor or supplier and the name of pertinent manufacturer.
  4. Schedule date of delivery of pertinent items to the project.
- 9.6. The subcontractors for all phases of the Contract shall submit through the General Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the work as required by their respective Divisions of the Specifications. These brochures shall be indexed and properly cross-referenced to the plans and specifications for easy identification.

- 9.7. All shop drawings, setting drawings, material brochures; samples and/or color selection materials, which are required and are not included in the foregoing, shall be submitted via the General Contractor. Insofar as is possible or practical, all shop drawings or descriptive literature of equipment for the mechanical or electrical trades shall be submitted in a complete brochure for each trade as soon as possible after Notice to Proceed is executed.
- 9.8. The Owner will not grant time extension based on delays due to improper scheduling of work; and the Owner, at his discretion, may withhold progress payments until such time as these requirements are fully satisfied.

## 10. REFERENCE TO A.S.T.M. OR FEDERAL SPECIFICATIONS

- 10.1. 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, (Fed. Spec.) or to other standard specifications of Manufacturer's Organization, or Trade Groups, in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition effective as of the date bids are opened by the Owner, unless otherwise expressly provided in the Contract Documents.

## 11. MANUFACTURER'S SPECIFICATIONS

- 11.1. Where the name of a concern or manufacturer is mentioned on drawings or in specifications in reference to his required service or product, and no qualifications or specification of such is included, then the material gauges, details of manufacture, finish, etc., shall be in accordance with his standard practice, direction or specifications. The Contractor shall be responsible for any infringement of patents, royalties, or copyrights, which may be incurred thereby.

## 12. SUBSTITUTIONS

- 12.1. Substitutions for a specified system, product or material may be requested of the Architect. The Architect's written approval must be obtained before substitutions will be allowed. All requests for substitutions shall be submitted within thirty (30) days of award of Contract. Substitutions requested after that date may receive no consideration.
- 12.2. In making requests for substitutions the Contractor shall list the particular system, product, or material he wishes to substitute, the justification for such a request, and the amount he will add or deduct from the contract sum if the substitution be authorized by the Owner and approved by the Architect. If no addition or deduction to the base contract sum is allowed by the Contractor for such substitution, it shall be

so stated on the request. Request submitted should include any and all adjustments of that and any other work affected thereby.

### 13. CONSTRUCTION CLIMATE CONTROL

- 13.1. It shall be the responsibility of the Contractor to provide at his expense, the power, fuel and equipment necessary to maintain climatic conditions and humidity when specified or required for work in progress.

### 14. RECORD DRAWINGS

- 14.1. During the progress of the work, the Contractor shall require his superintendent to record on field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings.

14.1.1 Upon completion of the work, the Contractor shall retain a competent draftsman to record this data to scale on a fresh set of drawings provided for this purpose by the owner free of charge. Drawings which are altered, and drawing requiring no alteration, shall be marked "Record Drawings". In altering drawings, use the same symbols for materials and components as originally shown. All changes, including electrical, plumbing, HVAC, etc. shall be shown. Each altered drawing shall show the name and address of the subcontractor(s) who provided the information used in the alteration.

14.1.2 With reference to electrical work the exact routing of conduit runs shall be shown on the Record Drawings. Identification of emergency circuits and runs shall be clearly recorded from panel to device.

- 14.2 The Contractor shall review the completed record drawings and ascertain that all data furnished are accurate and truly represent the work as actually installed. The record drawings, including those unchanged and those changed, shall be submitted to the Architect when completed. Architect shall scan record drawings into a digital format and place on computer disk or CD prior to forwarding to the Owner, at the time of Final Completion yet before Owner's release of final payment on the project.

### 15. GUARANTEES AND OPERATING INSTRUCTIONS

- 15.1. All work performed by the Contractor in completing the subject project shall be guaranteed by the Contractor against all defects resulting from the use of materials, equipment and workmanship for a period of one year from the Date of Substantial Completion. (Refer to paragraph 5, Section 135, for definition of Substantial Completion.)

- 15.1.1. 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 a 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:
1. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and
  2. Make good all damages to the structure or site or equipment or contents thereof, which, in the opinion of the Architect-Engineer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
  3. Make good any work or materials or the equipment and contents of structures or site disturbed in fulfilling and such guarantee.

15.1.2. If the Contractor, after receipt of any such written notice, fails within seventy-two (72) hours to commence at the job site with performance of the work necessary to remedy all defects in the work described in such notice so as to provide the Owner with the subject project completed in accordance with all requirements of the Contract Documents, or fails to complete the performance of such remedial work within a reasonable time after commencing same, the Owner shall be entitled to have such defective work remedied on the account of the Contractor and his Surety, in which event, the Contractor and his Surety shall be fully liable for all costs and expenses reasonably incurred by the Owner in having such defective work remedied.

15.2. The General Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the subcontractors, and will **deliver five copies of the finished document to the Architect** for checking. These documents are required to achieve final completion of the project. (One copy of all items bound within a loose-leaf binder constitutes one copy of the document.) The Architect will deliver required copies to the Owner, at the time of Final Completion and prior to Owner's release of final payment.

15.2.1. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties, as applicable, for each and every piece of Fixed Equipment furnished under this contract to be supplied in a ring binder, hard-cover book, properly indexed for ready reference. Also, 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.

15.3. Subsequent to the time of Substantial Completion and upon receipt of Record Drawings, Operations and Maintenance Books but prior to the date of Final Acceptance, the Contractor and/or Subcontractor shall provide a competent and experienced man (or men) thoroughly familiar with the work for a reasonable period of time to instruct and comprehensively orient the Owner's designated maintenance personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

16. CLEANING (Contractor is advised this is a big deal to the owner.)

16.1. On-Going Cleaning: The project shall be kept clean during construction. A weekly clean-up program shall be established to maintain the project relatively free of construction debris. The Owner reserves the right to obtain independent service for clean-up purposes at the Contractor's expense should the Contractor not be diligent in pursuit of the established clean-up program after three days written notice. A similar right shall be vested in the Contractor relative to his subcontractors. The Contractor shall be able to backcharge his subcontractors for clean-up costs as appropriate.

16.2. Final Cleaning: Entire area within scope of this work shall be completely cleaned, including all window glass, hardware, plumbing fixtures, electrical fixtures, tile work, etc., and shall be kept clean for the completion of this job. Replace all broken or defective glass.

17. PUNCH LIST PROCEDURE

17.1. When requested by the Contractor, the Architect shall inspect the project for the purpose of establishing the Punch List. The Contractor shall designate a responsible employee to accompany the Architect for the duration of the inspection. The Architect's consulting engineers shall also be in attendance to inspect their respective portions of the work. The Owner may participate in the inspection at his option and election.

17.2. Inspection will be on a space by space basis and shall also include the exterior of the building and the site improvements.

17.3. Within five (5) calendar days subsequent to the completion of the inspection, the Architect will forward to the Contractor a list (to be designated the Punch List) of those items noted during the inspection requiring correction or attention.

- 17.4. Punch List shall be completed within the 28 days provided between Substantial Completion and Final Completion. (Refer to paragraph 21, Section 125.)
- 17.5. Non-listed Items: Items not listed on the Punch List yet which are in need of attention or correction shall be addressed by the Contractor as if the item were noted during the original punch list inspection. Failure to list an item needing attention or correction on the Punch List will not relieve the Contractor or his subcontractors from complying with the plans and specifications. However, the architect shall endeavor to prevent the owner from nit picking, a condition to which owner's are often prone.

18. FINAL PAYMENT

- 18.1. Final payment shall be made to the Contractor as provided by the Agreement.
- 18.2. The following form shall accompany the Contractor's application for final payment:
1. A completed and notarized Certificate of Contract Completion. (Section 160 of this Project Manual)
  2. A completed and notarized consent of Surety to Final Payment (AIA G707), if Alternate No. One was accepted.
  3. A completed and notarized Release of Lien from each Subcontractor and Supplier who furnished labor and/or materials.
  4. Record drawings specified in paragraph 14 of this specification section.
  5. Five copies of the Operation and Maintenance document specified in paragraph 15 of this Section, which have been received and accepted in writing by the Architect.

19. PROGRESS PAYMENTS

- 19.1. Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make monthly progress payments to the Contractor as provided in the Agreement and paragraph 2, Section 135.

20. SURETY COMPANIES ACCEPTABLE TO THE OWNER

- 20.1. To be acceptable to the Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions.
- 20.1.1. The Surety Company must be admitted to do business in the State of Florida.
- 20.1.2. The Surety Company shall have been in business and have a record of successful continuous operations for at least five years.

20.1.3. The Surety Company shall have at least the following minimum ratings:

(a)	<u>POLICY HOLDER'S CONTRACT AMOUNT</u>	<u>POLICY HOLDER'S RATING</u>	<u>REQUIRED FINANCIAL RATING</u>
	0 to 100,000	B	Class VII
	100,000 to 500,000	A	Class VIII
	500,000 to 750,000	A	Class IX
	750,000 to 1,000,000	A	Class X
	1,000,000 to 1,250,000	A	Class XI
	1,250,000 to 1,500,000	A	Class XI
	1,500,000 to 2,000,000	A	Class XII
	2,000,000 to 2,500,000	A	Class XII
	2,500,000 or more	A	Class XII

\*From Best's Key Rating Guide.

- (b) Best's Policy Holder's Rating of "A" and "B" (which signifies A = Excellent, and B = Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) Or an equivalent rating from the Insurance Commissioner if not rated by Best's.

20.1.4. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

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

20.1.4.2 In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety.

20.1.4.3 The value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety.

## 21. TIME OF COMPLETION

- 21.1. The work to be performed under this contract shall be commenced within ten (10) calendar days after date of Notice to Proceed, shall be Substantially Completed within 112 calendar days and shall be finally completed within 28 calendar days after

the date of Substantial Completion. Refer to paragraph 5, Section 01350. For Liquidated Damages, refer to paragraph 22 of this Section.

## 21.2 Project Schedule

21.2.1 The owner must remain on the ready during hurricane season from June 1 through September 30. Disruptions during this period are unwise. As a consequence, the Owner will retain full use and utilization of adjacent buildings and roadways.

## 22. LIQUIDATED DAMAGES

22.1 Inasmuch as failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed, according to the definition of "substantial completion" provided in paragraph 5, Section 135 of this Project Manual or within such further time, if any as in accordance with the provisions of the contract documents shall be allowed for such substantial completion the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, the amount of \$200 for each and every calendar day elapsing between the date fixed for Substantial Completion and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if this project is not finally completed in the time frame after Substantial Completion established above in accordance with the Owner as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provision of the General Conditions and shall not exclude the recovery of damage by the Owner under other provisions of the contract documents, except for Contractor's delay.

22.2 This provision of liquidated damages for delay shall in no manner affect the Owner's right to terminate the contract as provided in Article 14 of the General Conditions or elsewhere in the contract documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set out in the agreement.

## 23. USUAL AND CUSTOMARY PERFORMANCE OF THE WORK

23.1. It is not realistic to expect every item or component needed for each system and subcontract to be described on the drawings or to be specified. The Owner expects a complete and thorough job. The contractor and his subcontractors and suppliers shall be held responsible to furnish and install all items and components that are usual and customarily needed to complete the work whether or not each item or component has been specified as shown. By submitting a bid to supply materials and/or to perform

work on the project a supplier and/or a sub-contractor is acknowledging his full understanding of this provision and, in full awareness of its implications, agrees to perform accordingly with diligence and good cheer all aspects of his work that are usual and customary. In cases of dispute, the Architect shall be the sole judge and shall decide on what constitutes usual and customary. Both the Owner and the Contractor shall be bound by his decision.

24. CONTRACTOR'S RESPONSIBILITY TO OWNER-FURNISHED ITEMS: (IF ANY)

24.1 OFCI ITEMS: Items, components, and equipment identified as OFCI (Owner-furnished, Contractor-installed) shall be delivered to the job site by the Owner. Contractor shall be responsible for unloading, uncrating, setting in place, making all final connections thereto, and testing and adjusting for proper operation.

25. VOIDS IN BUILDING ENVELOPE:

25.1 General Contractor shall be responsible for closing and sealing all voids in the building envelope, unless specifically instructed otherwise in writing by the Architect. A void is defined as any opening in the floor, exterior walls, or roof, except doors and windows, which allow the entry of water or moisture-laden air into the interior of the building. Additionally, a void is also defined as a hole or the annular space around a pipe or conduit that penetrates the foundation wall below grade.

**SECTION 01270**  
**INCLUSIVE REQUIREMENTS**

1. GENERAL:

- 1.1 The general provision of the Contract, General Conditions, Supplementary Conditions, Special Conditions (if any) along with the General Requirements, apply to all work specified in every section of the Project Manual.
- 1.2 Subcontractors shall examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of their trade. Some tasks and work items may not be shown on the drawings in locations to a subcontractor's liking. Such is not intended as an affront to any subcontractor's sensitivities. Regardless of mutterings to the contrary, such work remains a requirement of the project.
- 1.3 Responsibility: The General Contractor shall be responsible to inform all subcontractors and vendors of this requirement, and to enforce compliance.

**SECTION 01300  
INCLUSION OF, AND MODIFICATION TO,  
AIA GENERAL CONDITIONS**

1. INCLUSION OF AIA DOCUMENT A201

1.1. The General Conditions of the Contract for Construction, American Institute of Architects Document A201, 2007 shall apply to and form a part of this Section. A copy of the AIA General Conditions may be examined at the office of the Architect.

2. SCOPE

2.1. This Section sets forth modifications and additions to the General Conditions described above.

3. ARTICLE 1, GENERAL PROVISIONS

3.1. The Contractor's BID PROPOSAL FORM, as accepted by the Owner, shall become a part of the Contract Documents as listed in Article 1.1.1.

3.2 The following paragraph is added as Article 1.1.9:

“1.1.9 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

- a. The Agreement.
- b. Addenda, with those of later date having precedence over those of earlier date.
- c. The Supplementary Special Conditions, General Conditions.
- d. The Inclusion of, and Modifications to, AIA General Conditions.
- e. Drawings and Specifications.
- f. Technical specifications shall control over plans; plan schedules shall control over general plans, large scale details over small scale and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the Documents.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.”

4. ARTICLE 3, CONTRACTOR

4.1 Add the following as Article 3.4.3.1:

“Should the Architect-Engineer find any person(s) employed on the project incompetent, unfit or otherwise objectionable for his duties and so certified the facts to the Contractor, the Contractor shall immediately cause the employee to be

dismissed and said employee shall not be reemployed on this project without written consent of the Architect-Engineer.”

- 4.2. Add the following as Article 3.8.1.1:  
“If directed by the Architect, the Contractor shall solicit not less than three bids for the item(s) the cost of which is provided for by a specified allowance sum. The Contractor shall purchase the item(s) from one of the three Bidders as directed by the Architect-Engineer.”

5. ARTICLE 11, INSURANCE AND BONDS

- 5.1 Add the following as Article 11.1.1:  
“The Contractor shall be responsible for purchasing and maintaining insurance with minimum limits as described in "Instructions to Contractors", Section 125 of the Project Manual”.

- 5.2 Article 11.3.2 is hereby deleted in its entirety.

6. ARTICLE 13, MISCELLANEOUS PROVISIONS

- 6.1 Add the following as Article 13.5.1.1:  
“Authorization for Tests: The Architect shall designate the test, which shall be made, and the Contractor shall not obligate the Owner for tests without the Architect-Engineer's approval”.

7. ARTICLE 15 CLAIMS AND DISPUTES

- 7.1. Article 15.4, Arbitration, shall be expanded to state that arbitration may not be demanded by one party unilaterally nor shall the use of any arbitration proceeding preclude nor eliminate other legal remedies which may be available to the parties involved. Any award rendered by the arbitrators shall not be final unless such stipulation was mutually agreed to and set forth in writing prior to commencement of arbitration proceedings.

END OF SECTION



**SECTION 01350  
SUPPLEMENTARY GENERAL CONDITIONS**

1. CHANGES IN THE WORK

- 1.1. During the course of the Contractor's performance of the work, certain events may occur which have the effect of changing the conditions under which the work is to be performed or the nature and extent of the work. The occurrence of such events may cause the Contractor to incur greater or less cost to perform the work than planned in the Contractor's successful bid. In such event, the Contractor or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum to the extent such greater or less cost results, and in which event the party entitled to the benefit of any such adjustment to the Contract Sum shall, within twenty (20) days from the first occurrence of such event(s), present written demand therefore on the other party through the Architect. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty (30) days from the date any such claim is presented, then such demand shall be referred to the Architect for determination, which determination shall be final and binding upon the Contractor and the Owner, unless appealed in accordance with applicable provisions of the Contract Documents. If the Architect, upon considering any such demand, determines that the Contract Sum should be increased or decreased, the Architect's determination of the amount of any such increase or decrease in the Contract Sum shall be governed and controlled by strict adherence to the following described guidelines and limitations. Neither the Contractor nor the Owner shall be entitled to receive any monetary consideration beyond that which is authorized herein below.
- 1.2. All adjustments to the Contract Sum resulting from a change in the work shall be determined by the measure of actual, or estimated as the case may be, out-of-pocket costs and expenses incurred or spared by the Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work. A different percentage rate for overhead, profit, labor burden and similar items, shown as allowable for mark up on changes in the work may be negotiated between the Owner and Contractor at the time of Contract Award, and noted in the Agreement, or the percentages listed below shall prevail.
- 1.2.1. Labor costs shall be direct costs of mechanics' wages and laborers' wages, without payroll taxes, payroll assessments, and insurance premiums paid for such labor.
- 1.2.2. All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax, where applicable.
- 1.2.3. Overhead and profit shall be inclusive of all job site supervision, estimation, laying out, project management, project administration, project coordination,

project scheduling and other administrative support functions and services, whether performed on the job site or off the job site.

Overhead and profit shall be determined as follows:

- 1.2.3.1. Overhead and profit shall be calculated at the rate of 15% of the Contractor's labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.
- 1.2.3.2. Overhead and profit shall be calculated at the rate of 10% of the Contractor's subcontractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 12% of all such costs, as overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's subcontractors.
- 1.2.4. Labor Burden: A sum of 32% shall be added to all portions of Change Orders as a reimbursement to the General Contractor or subcontractor for employee benefits costs, including all payroll taxes, payroll assessments, and insurance premiums paid for such labor, on the actual and direct cost of labor.
- 1.2.5. In addition to the foregoing, all adjustments to the Contract Sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, for:
  - 1.2.5.1 Paying the premiums required to obtain Performance and Payment Bonds called for by the Contract Documents;
  - 1.2.5.2 Paying for delivery of materials or equipment to the job site.
  - 1.2.5.3 Paying for storage of materials or equipment before use thereof in performing changes in the work, and
  - 1.2.5.4 Paying for testing required by the changes in the work.
- 1.3. In the event Contractor demands an adjustment in the Contract Sum, such demand shall be accompanied by paid receipts or other such written evidence satisfactory to the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.
- 1.4. In no event shall fees or permits be paid by the Owner, or by the Contractor acting as his Agent. Solely the Contractor shall pay all fees and permits.

1.5. Contractor may not charge for additional supervision time, layout, or engineering expenses or similar charges on any change unless he can show that the change impacts directly on the established critical path of the work. In those cases where the impact of the change is shown to delay the work, the remaining construction to complete the work shall be adjusted by the actual number of days delay as shown and additional compensation shall be paid to the Contractor for the delay in an amount not to exceed 2.0 times the direct wages paid to the project superintendent on a daily basis. No other charges, including the percentage markups noted in paragraphs 1.2.3.1, 1.2.3.2, and 1.2.4, Section 135, shall be applied, or added to, the multiple of the project superintendent's direct wage to compensate the contract for delays in the work caused by changes in the work. (The percentage mark-up provided in paragraphs 1.2.3.1, 1.2.3.2, and 1.2.4, Section 135, applies to changes in the work other than compensation for delays.)

1.6 There shall be no compensation for delays in the work for any reason.

## 2. PROGRESS PAYMENTS

2.1. The Owner will, at intervals, make progress payments to the Contractor as provided in the Agreement. Owner shall require a full 30 days to process contractor's pay request from date it is received by the Owner.

### 2.1.1 Retainage

2.1.1.1 Retainage of 10% (ten percent) will be applied to each contractor's pay request.

2.2. The Contractor shall request such compensation as well as final payment by submitting:

1. A properly completed and notarized Application for Payment using A.I.A. Document G702.
2. A schedule of contract values using AIA Document G703.
3. Affidavits of Payments from the Contractor to his Sub-Contractors, materials and equipment suppliers, as each payment are made to the Contractor.

2.3. The Contractor shall, within ten days from date of Agreement, submit to the Architect for approval three copies of a Schedule of Contract Values which will reflect the estimated cost of each subdivision of work of each specification section. The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

2.4. The approved form of Schedule of Contract Values will accompany and support the Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material on site as well as labor performed and materials incorporated

into the work for each subdivision of the schedule during the period for which the requisition is prepared.

3. EXCLUSION OF OWNER FROM LIABILITY

3.1. Notwithstanding any other provision of the Contract Documents, should the Contractor sustain loss or be damaged by act or omission of a separate Contractor, the Owner shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from the Owner to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and/or entities other than the Owner.

4. TIME OF COMPLETION

4.1. Time of Completion shall be as specified in Paragraph 21 of Section 01250.

5. SUBSTANTIAL COMPLETION

5.1 The traditional understanding of Substantial Completion relates to the Owner being able to use the project for the purposes for which it was designed. The date on the Certificate of Occupancy issued by Clay County Building Department, shall establish the date of substantial completion.

6. FINAL COMPLETION

6.1 Final completion shall be the date the Contractor demonstrates to the Architect that he has completed the punch list. To demonstrate final completion, contractor shall schedule a walk-through of the project with the Architect where each punch list item is revisited and then crossed off the list.

6.2 The Architect is the only person who may determine the date of Final Completion.

6.3 The Owner may attend and participate in the walk-through inspection called for in paragraph 6.1 above.

END OF SECTION



Clay Electric Cooperative, Inc.

## Insurance Requirements

- I. The Contractor shall not commence work until he has obtained all the insurance required under this paragraph and until such insurance has been approved by the owner.
  - A. Worker's compensation and employers' liability insurance as required by law covering all their employees who perform any of the obligations of the Contractor, Engineer and architect under the contract. If any employer or employee is not subject to the worker's compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee covering to the same extent as though the employer or employee were subject to the worker's compensation laws.
  - B. Public liability insurance covering all operations under the Contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
  - C. Automobile liability insurance on all motor vehicles used in connection with the Contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million for each occurrence, and not less than one million aggregate. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

Upon request by Owner, the Bidder shall furnish a certification evidencing compliance with the foregoing requirements.

The Contractor shall furnish Clay Electric with certification of required insurance from all subcontractors before commencement of work.

The Contractor shall furnish to Clay Electric a certificate of insurance showing the name of the insurance company, type of insurance, amount of coverage, policy number, effective date, and expiration date of the policy.

The certificate must be signed by a representative of the insurance company and must include the provision that no change in, or cancellation of, and policy listed in the certificate will be made prior to written notice to Clay Electric.

## II. "Hold Harmless" Agreement

1. The contractor shall defend, indemnify, and hold harmless the Owner from any and all suits, actions, or claims whatsoever of any nature or kind, including those brought by employees of the contractor or subcontractors arising out of or as a result of any act or failure, whether or not negligent, in connection with performance of the work to be performed pursuant to the contract by the contractor, his employees, agents and subcontractors including any injury or damage received or sustained by any person, persons, or property by or from the said contractor or by or as a consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect, or misconduct of the contractor or by or on account of any claim of amounts recovered from any infringement of patent, trademark, or copyright or for any claims or amounts arising or recovered under the Worker's Compensation Law or any other laws, bylaws, ordinances, orders or decree.
2. The contractor's liability policy shall provide a "Hold Harmless" rider to cover the provisions of this agreement set forth above as well as any other provisions of this agreement and the General Conditions of the contract. This "Hold Harmless" rider shall be noted on the Contractor's Certificate of Insurance.
3. Clay Electric shall be named as "Additional Insured" by the Insurer.



**SECTION 01400  
SPECIAL CONDITIONS**

1. TELEPHONE/FAX

1.1. A telephone shall be installed at the Contractor's job-site office and it shall remain until the full completion of the project. Long distance toll charges shall be paid for by the person making the calls. The Contractor shall pay for all other charges in connection with the telephone. A cell phone carried by the Project Superintendent shall satisfy the requirements of this paragraph.

1.2. A fax machine or printer shall be installed in the on-site contractor's field office as well as a computer that will receive and send electronic mail. A hand-held electric device sufficient to zoom and read drawings in possession of the Project Superintendent shall satisfy the requirements of this paragraph.

2. WATER

2.1. Water is available onsite for the construction of the renovations.

3. ELECTRICITY

3.1. Electricity is available onsite for the construction of the renovations.

4. PROJECT SIGN IS NOT REQUIRED

4.1. A small 18"x24" deliveries sign may be required.

5. PRE-CONSTRUCTION CONFERENCE

5.1. Before beginning work at the site the General Contractor shall attend a pre-construction conference and bring with him the superintendent employed for this project. Attendance by both the General Contractor and his superintendent is required.

All subcontractors involved in the work are encouraged to attend. At this time all parties concerned will discuss the project under contract and prepare a program of procedure in keeping with requirements of the drawings and specifications. The Superintendent shall henceforth make every effort to expeditiously coordinate all phases of the work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the plans and specifications for the project.

5.1.1 The following topics will be on the Agenda of the Pre-Construction Conference:

- a. Project Security
- b. Project Schedule, with calendar dates established for official start date, and completion dates.
- c. Definitions of Substantial Completion and Final Completion
- d. Liquidated Damages
- e. Construction Delays (definition and procedure for documentation)
- f. Licensing requirements
- g. Pay request procedures
- h. Workman's Compensation Insurance
- i. Utilities for construction

## 6. BARRICADES

- 6.1. General Contractor shall erect temporary barricades, with battery operated lights where required, so as to prevent the public, and other unauthorized persons from coming in contact with trucks, equipment, excavations and other construction operations

## 7. SANITARY FACILITIES

- 7.1. The Contractor shall provide temporary toilet facilities for his employees and subcontractors in compliance with local ordinances. No nuisance will be permitted.

## 8. CONSTRUCTION PROGRESS MEETINGS

- 8.1 A construction progress meeting shall be conducted on site normally every two weeks. The purpose shall be to assess the construction progress, to discuss and resolve what issues may be current, and to project the anticipated construction progress for the next two weeks. These meetings shall be attended by the Contractor's superintendent and his project manager, the Owner's representative, the Architect's representative, the mechanical subcontractor, the electrical subcontractor, and any other subcontractor who wishes to attend and participate.

## 9. START DATE

- 9.1 Official Start Date will be 10 calendar days after date of Notice to Proceed. The Notice to Proceed will identify the official Start Date.
- 9.2 Two copies of the Notice to Proceed, whereon the official Start Date is identified, shall be signed by the General Contractor and notarized, and returned to the Owner prior to submission of the contractor's first request for payment. No requests for payment shall be honored until the notarized Notice to Proceed is received by the Owner.



10. LICENSING

10.1 All Contractors and Subcontractors employed in the construction of this project shall be licensed. Such license shall be recognized by the State of Florida Construction Licensing Board.

10.2 Copies of each license shall be submitted to the Architect upon request for subsequent delivery to the Owner.

11. SECURITY

11.1 General Contractor shall be responsible for providing his own job-site security for the duration of the contract.

12. Phasing of Work: The buildings are occupied during the work.

12.1 Only one building entrance can be blocked off for drainage work at any time. Do not block-off another entrance until the previous work is complete, cured, inspected, and functional.

12.2 Work inside shall be completed in one corridor at a time. Co-ordinate with Owner for sequencing. Clean up each location by end of each day.

13. Landscaping: any existing planting material damaged or removed during construction shall be replaced with like.

END OF SECTION

**Section 01600**  
**CERTIFICATE OF CONTRACT COMPLETION**

CONTRACTOR'S AFFIDAVIT  
STATE OF FLORIDA ) ss  
COUNTY OF Clay\_\_\_\_\_)

WHEREAS, under date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, A.D.  
Clay Electric Cooperative, Inc., as Owner, and the undersigned,  
\_\_\_\_\_, as contractor, entered into a certain agreement whereby  
the undersigned contracted to construct certain improvements upon the following described land,  
situated, lying and being in the County of Clay and State of Florida, more particularly described as:

CLAY ELECTRIC HEADQUARTERS RENOVATIONS BUILDINGS 1, 2, 4, & 6  
Highway 100 West  
Keystone Heights, Florida 32656

Said construction has been fully completed and said contract entirely performed, and final payment under said contract has become due to the undersigned by said Owner, and this statement is given, under oath, in compliance with Section 84.061 (3)(d) 1. Florida Statutes, to enable the undersigned to obtain final payment from said Owner; that all lienors contracting directly with, or directly employed by the undersigned, on or in connection with said construction work, and under and in connection with said contract, have been paid in full.

The Affiant, in the capacity set forth below, has full knowledge of the facts set forth herein, and full power and authority to bind and obligate said contractor hereunder.

\_\_\_\_\_(Contractor)

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018 A.D.

\_\_\_\_\_  
Notary Public State of Florida at Large

**Section 01800**  
**Alternates**

1. GENERAL: ALTERNATES
  - 1.1. The Owner reserves the right to accept or reject any alternate in any sequence when such acceptance or rejection is in the best interest of the Owner.
  - 1.2. All alternates are additive as noted.
  - 1.4. Bidder shall include his quote on the alternates on the Bid Proposal Form, Section 01150.
2. ALTERNATE NO. ONE: Performance and Payment Bond.
  - 2.1 Alternate One is additive.
  - 2.2 The owner may choose to require a 100% Performance and Payment Bond on the project. The cost for such a bond is not part of the Base Bid. Contractor shall make available such bond to the Owner and record the cost for same on the Bid Proposal as Alternate No. One. Refer to Section 01150.
- 3 ALTERNATE NO. TWO: Additional gutter and downspouts. In lieu of gutters and downspouts shown.
  - 3.2 Provide 8 square gutters and square downspouts (28) around the entirety of building 1 & 2. Provide downspout boots to transition from each down spout to 6" drainage piping to the nearest storm drain structure or curb cut at pavement.

**Section 02050  
DEMOLITION**

1. GENERAL:

1.1. Scope: This contract involves limited demolition as shown.

1.2. Demolish as necessary to accomplish the result indicated. Remove existing items carefully.

1.3. Existing work removed in areas not otherwise indicated as receiving new finish work shall have existing surfaces patched with material matching the existing work remaining.

1.4. Owner shall be given the opportunity of retaining for his own use any existing material removed. Material not reused in new work and not claimed by the Owner shall become the property of the Contractor who shall remove same from the premises.

1.5. Reduce dust and other air-borne particulates by sprinkling of debris with water.

2. HANDLING DEBRIS:

2.1. All debris shall be removed from site. Sprinkle with water as necessary to eliminate dust during chuting and transport.

3. PROTECTION:

3.1. Protect existing work that is to remain in place.

3.2. Where safety is endangered in area of removal of work, provide protection as required.

4. CLEAN-UP:

4.1. Clean-up spillage from corridors, streets and adjacent areas.

4.2. Comply with Federal, State, and local hauling and disposal regulations.

END OF SECTION

