BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA

REQUEST FOR BIDS PROJECT MANUAL

BID NO. 18/19-23 LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

DUE DATE: Monday, November 4 – 4:00 pm **OPEN DATE:** Tuesday, November 5 – 1:00 pm



Issued By:
Clay County Board of County Commissioners
Purchasing Department

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REQUEST FOR BID NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, November 4, 2019, at the Clay County Administration Building, fourth floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

BID NO. 18/19-23 LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on <u>Tuesday, November 5, 2019</u> in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Bids will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to specifications and tabulated. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible.

Bids will not be valid unless received by the proposal deadline and in a sealed envelope marked: "BID NO. 18/19-23, LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019" to be received until 4:00 P.M., Monday, November 4, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

Bid documents shall be obtained by contacting the Purchasing Department, Donna Fish by email <u>purchasing@claycountygov.com</u> preferred method or at (904) 278-3761.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held at the Lake Asbury Junior High School, 2851 Sandridge Road, Green Cove Springs, Florida on October 9, 2019 at 9:00 A.M. Meet at main office, visitors' entrance.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of 30 days. The term bond shall include cashier or certified checks payable to the County.

Interested vendors are advised that the Clay County Board of County Commissioners have a local preference policy. A preference to local businesses in procurement decisions provides support and growing opportunities to the local economy. Preference shall be given to a local business in the purchase of commodities and services. The complete policy can be viewed at: https://www.claycountygov.com/Home/ShowDocument?id=5272

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any

response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids This web page can also be accessed from the homepage of the county's website at: www.claycountygov.com by following the "Notice of Intent Bids" Link under the "Business" rollover button on the County's homepage. No Other Notice will be posted.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

BID NO. 18/19-23 LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

(CLAY TODAY) For publication on: September 19, 2019

(CLAY COUNTY WEBSITE) For: September 19, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners

Purchasing Department

477 Houston Street

Green Cove Springs, Florida 32043

ATTENTION: Donna Fish

Howard Wanamaker County Manager

REQUEST FOR BID INSTRUCTIONS

BID NO. 18/19-23 LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

1. **Delivery and Receipt of Bids:** Sealed Bids will be received by the Purchasing Department of Clay County, Florida until Monday, November 4, 2019 at 4:00 p.m. and will be opened on Tuesday, November 5, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building Fourth Floor, Reception Area 477 Houston Street, Green Cove Springs, Florida 32043

The words "BID NO. 18/19-23, LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019" shall be clearly marked on the front and back of the envelope containing the Bid.

- A. All Bids will be "clocked" at the time they are received to indicate the time and date of receipt.
- B. Bids received by mail WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
- C. No postal mail will be accepted.

Three copies of the bid must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

- 2. **Pre-Bid Meeting**: A mandatory pre-bid meeting will be held at the Lake Asbury Junior High School, 2851 Sandridge Road, Green Cove Springs, Florida on October 9, 2019 at 9:00 A.M. Meet at main office, visitors' entrance.
- 3. **Bid Documents:** Bid documents shall be obtained by contacting the Purchasing Department, Donna Fish by email <u>purchasing@claycountygov.com</u> preferred method or at (904) 278-3761.
- 4. Withdrawal of Bid: Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.
- 5. **Inquiries/Questions:** Any questions regarding this Bid must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by October 16, 2019.

Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

- 6. No Contact Period: During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. Exceptions: The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
- 7. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
- 8. **Award:** The Bid will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple Bidders. Low bid shall be determined with the sum of the project Base Bid, plus that combination of Alternates that best matches the County's budget and is in their best interest to accept and offers the best value to the County with price, technical, and other factors considered. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
- 9. Waiver of Formalities/Rejection of Bids: The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
- 10. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
- 11. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the

Bidder solicitation list.

12. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

13. Claiming Status as a Local Business:

If bidder affirms that it is a local business as defined below and in accordance with Resolution No. 2018/2019-2 adopted by the Clay County Board of County Commissioners, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

"Local Business" means either:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph below; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph below.

Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

- (i) A physical business and location address in Clay County;
- (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
- (iii) A copy of the business's most recent annual corporation report to the Florida Division of Corporations; and
- (iv) Any additional information necessary to verify local status.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.

<u>Proposals</u>: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

- 14. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.
- 15. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
- 16. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair

of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply – Bidder attests that they have not been placed on the Convicted Vendor List".

- 17. **Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- 18. Scrutinized Companies Certification: In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
- 19. Laws and Regulations: The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
- 20. Public Records Proprietary/Confidential Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.
- 21. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
- 22. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

- 23. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:
 - a. Commercial General Liability

| 1. General Aggregate | \$1,000,000 |
|--|-------------|
| 2. Products and Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Fire Damage (any one fire) | \$ 50,000 |
| 6. Medical Expense (any one person) | \$ 5,000 |

b. Automobile Liability

 Any automobile-Combined bodily injury/ property damage, \$1,000,000 with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

| 1. Workers Compensation | statutory limits |
|--------------------------|------------------|
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |
| | |

d. Professional Liability when required by Contract-per occurrence \$1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

- 24. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
- 25. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
- 26. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: http://dos.myflorida.com/sunbiz
- 27. Contractor Qualifications and Requirements: At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid. See Paragraph 39, below, for additional pre-qualifications with the Clay County School Board.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.

- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

28. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

29. **Subcontractors:** The County reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added

- or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
- 30. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **October 16, 2019.** Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.
- 31. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
- 32. Use of Contract by other Government Agencies: At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.
 - Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
- 33. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
- 34. **Payment:** All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
- 35. **Experience:** Contractor shall have successfully completed a minimum of three (3) similar sized projects in the last ten (10) years.
- 36. Time of Completion and Liquidated Damages:
 - a. The work to be performed under this contract shall be commenced within ten (10) calendar days after receipt of Notice to Proceed. The work shall be substantially completed within ONE HUNDRED FIFTY-FOUR (154) calendar days after receipt of the Notice to Proceed

- and shall be finally completed within TWENTY-EIGHT (28) calendar days after substantial completion.
- b. In as much as failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Property 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" in Section 00800, Article 8B of the Specifications, or within such further time, if any, as in accordance with the provisions of the contract documents shall be allowed for substantial completion, the Contractor shall pay to the County as liquidated damages for such delay, and not as a penalty, **Five hundred dollars (\$500)** 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, and **One hundred dollars (\$100)** for each and every calendar day elapsing between date fixed for Final Completion and the date such Final Completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the County under the provisions of the contract documents, except for Contractor's delays.
- c. This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the contract as provided in the contract documents. The County'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.
- d. It is further agreed that the County may deduct from the balance retained by the County as the case may be, or such portion thereof as the said retained balance will cover.

37. Jessica Lunsford Act

- a. For the purposes of this Part, the term "workers" shall include all employees of the general contractors, subcontractors and vendors supplying materials to the project site.
- b. Workers are subject to the Jessica Lunsford Act, Florida Statute (F.S.) 1012.465. This act deals with noninstructional and contractual personnel who are on school district property when students are present, have direct contact with students, or receive school district funds, and requires they pass a Level 2 background screening, as described in F.S. 1012.467.
- c. Workers who remain at a site where students are not permitted are exempt from the background screening requirements under F.S. 1012.468 if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- d. Therefore, all workers are prohibited under this contract from having direct contact with students.
- e. The project construction site must be fully fenced with a minimum 6-foot high chainlink fence and the access from the fenced compound to the remainder of the school grounds must be secured at all times. The fenced compound shall have a direct fenced access to a public road that prohibits students from entry to the access road or construction site. Signage shall be mounted on the fence near access points and on all sides stating that the construction site is off limits to unauthorized persons.

- f. Once the fenced compound has been removed (e.g. at the end of the project at, or after, substantial completion) the requirement for a Level 2 background screening are in effect, as follows:
 - 1. All workers must have passed a Level 2 background screening before being allowed on the job site. The contractor's site supervisor shall provide the School Board with a list of those persons who will be allowed on the job site.
 - 2. This supervisor shall bear the responsibility for ensuring that all persons on the site, other than School Board employees, have passed a Level 2 screening.
 - a. Screening may be obtained from the school district screening location by appointment. Results can take up to five (5) days to be received and processed. Screening through the Sheriff's office or other locations (other than described in Item 2b below) are NOT acceptable. Contact the School Board at (904) 284-6500 to arrange for an appointment.
 - b. Employees who have been screened by another school district in Florida, that has a Memorandum of Understanding with the School Board, will be accepted.
 - c. Photo identification with date of birth will be required at each school site for verification.
 - 3. School board employees shall spot check to determine compliance with these requirements.
 - 4. Any violation subjects the employer to a civil fine of up to \$500.00 for each time such an employee goes onto School Board property when students are present.
 - 5. It is the responsibility of each vendor/contractor to keep their list of fingerprinted, screened and cleared employees updated.
 - 6. If an employee terminates or is fired, the contractor is responsible for notifying the School Board by phone as soon as possible and following up with a notification in writing. The written notification may be faxed to the Clay County School District Human Resources Department at (904) 284-6535.
 - 7. Employees who have not been fingerprinted, screened, and cleared will NOT be granted access to schools when students are present.
- g. Per F.S. 1012.468 known, registered sexual offenders or predators are *prohibited* from school grounds, including the construction site fenced or not fenced, *at all times*.
- h. At any time, workers area subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under s. 943.043 and the National Sex Offender Public Registry maintained by the United States Department of Justice. The school district shall conduct the search required under this subsection without charge or fee to the contractor.
- 38. Contractor's Work Hours at the School: The work shall be sequenced to provide minimum interruption to school operation. The Contractor shall coordinate the work schedule with the school principal and Clay County School Board Facilities project manager. The Contractor may be required to perform some of the work in student occupied areas after school hours.

- 39. **Pre-Qualification:** The Agreement will only be entered into with responsible Contractors having been pre-qualified at the time of bid opening. Refer to http://www.oneclay.net/facility-planning-and-construction.html. Pre-Qualified Bidder: Contractors pre-qualified to submit bids for Clay County School District projects.
- 40. **Building Permit**. A building permit will be issued by the School District of Clay County at no charge to the contractor. After the contract has been awarded, the school district will prepare the permit application for the contractor's and the architect's signatures. The contractor shall obtain the building permit prior to the commencing work.

BID FORM

BID NO. 18/19-23 LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

PRICE SHEET/CORPORATE DETAILS:

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the conditions, nature and extent of the Work, and having examined carefully the drawings, specifications, and other Contract Documents with the Bond Requirements therein, proposes for the project referenced above to furnish all labor, materials, equipment and other items and services, in full accordance to complete the said work within the time limits specified for the following bid price:

| BASE BID: \$ | | | Dollars |
|---|--|--|------------------|
| Proposals require a five for a period of (30) deamount of not less that | we (5%) percent blays. There is en an five (5%) perc | oid bond and may not be withdrawn after the schedul closed a certified check, cashier's check, or Bid Be cent of the Base Bid payable to the Board of County purpose set out in Request for Bid Instructions. | ond in the total |
| Failure to complete al | ll fields may resu | alt in your bid being rejected as non-responsive. | |
| COMPANY NAME: | | | _ |
| ADDRESS: | | | |
| TELEPHONE/FAX: | | | _ |
| E-MAIL: | | | |
| Name of Person subm | nitting Bid: | | - |
| | Title: _ | | - |
| | Signature: _ | | |
| | Date: _ | | |
| ADDENDA ACKNO Bidder acknowledges | | | |
| • | • | | |
| Addendum No | _ Date: | Acknowledged by: | |
| Addendum No | _ Date: | Acknowledged by: Acknowledged by: | |

FORM FOR LIST OF SUBCONTRACTORS <u>BID NO. 18/19-23,</u> LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

1.1 <u>LIST OF SUBCONTRACTORS FORM</u>

For the Construction of:

| LIST OF SUBCONTRACTORS |
|---|
| DATE: |
| This list is an integral part of the bid submitted by: (Bidder to insert his full name and address) |

The undersigned, hereinafter called "Bidder", lists below the names of the subcontractors who will perform the phases of the work indicated:

| Metal Gates | | | |
|-------------|------|------|--|
| | | | |
| Electrical | | | |

Proof of each Subcontractor's State License shall be provided. The General Contractor shall provide above subcontractors within 24 hours of the bid award.

| I AIZE ACDIT | References Form: BID NO. 18/19-23, |
|-------------------------------------|---|
| | RY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019 |
| Company Name | |
| Address | |
| City, State, Zip | |
| Contact Person | |
| Telephone & Fax | |
| E-mail Address | |
| Dates of Service | |
| Project Name and Type of Service | |
| Comments | |
| Company Name | |
| Address | |
| City, State, Zip | |
| Contact Person | |
| Telephone & Fax | |
| E-mail Address | |
| Dates of Service | |
| Project Name and Type of Service | |
| Comments | |
| Company Name | |
| Address | |
| City, State, Zip | |
| Contact Person | |
| Telephone & Fax | |
| E-mail Address | |
| Dates of Service | |
| Project Name and | |
| Types of Service | |
| Comments | |

Vendor shall provide at least three references where similar service was provided. Use additional pages as necessary.

Local Business Affidavit of Eligibility

Bidder affirms that it is a local business as defined below and in accordance with the following: Resolution No. 2018/2019-2 adopted by the Clay County Board of Commissioners.

A. Local Business Definition:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County subcontractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility.

B. Bidding/Quotes/Proposals (local price match option):

- (i) <u>Bidding/Quotes</u>: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.
- (ii) <u>Proposals</u>: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Clay County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

(Resolution No. 2018/2019-2 can be found at: https://www.claycountygov.com/departments/purchasing-division/vendor-information)

This Local Business Affidavit of Eligibility form shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

(i)

| (i) | i) A physical business and location address in Clay County; | |
|------|---|--|
| (ii) | Proof of navment of business license lease agreement and/or real property tay due to Clar | |

- Proof of payment of business license, lease agreement, and/or real property tax due to Clay (11)County;
- A copy of the business's most recent annual corporation report to the Florida Division of (iii) Corporations; and
- (iv) Any additional information necessary to verify local status (example: 40% sub-contractors or suppliers information).

| | Quoting (include Bid Number if applicable): |
|----------------------------|--|
| | Local Business Definition: A. (i) or A. (ii) |
| Company Name: | |
| Signature: | |
| Title: | |
| Physical Business Address | : |
| | |
| | |
| Date Business Established | in Clay County: |
| State of Florida County of | |
| | efore me, a Notary Public, for the above State and County on |
| of | , 20by (name of person making statement) |
| (Notary Seal) | Signature of Notary Commission Expiration |

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page is to be returned only if Bidder is claiming a Local Business Status.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

<u>BID NO. 18/19-23,</u> LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

| (1) | The prospective Vendor, submission of this document, that neither it suspended, proposed for debarment, declare participation in this transaction by any Federal | d ineligible, or voluntarily excluded fron |
|----------|--|--|
| (2) | Where the Vendor is unable to certify to the shall attach an explanation to this form. | above statement, the prospective Vendo |
| Vend | dor: | |
| | | |
| By: _ | Signature | |
| Nam | ne and Title | |
| Stree | et Address | |
| City, | , State, Zip | |
| Date | 2 | |

Scrutinized Companies Certification [Clay County BID NO. 18/19-23, LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019]

| Name of Company: ¹ | | |
|---|---|--|
| In compliance with subsection (5) of Section | ion 287.135(5), Florida Statutes (the Statute), | |
| the undersigned hereby certifies that the company | named above is not participating in a boycott | |
| of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with | | |
| Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum | | |
| Energy Sector List as referred to in subsection (2) | of the Statute; and is not engaged in business | |
| operations in Cuba or Syria as defined in subsection | on (1) of the Statute. | |
| | Insert Name of Company: | |
| (Seal) | | |
| | | |
| | By: | |
| | | |
| | Its | |

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

"NO BID" Statement BID NO. 18/19-23,

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, P.O. Box 1366, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons: Specifications are too restrictive (please explain below or attach separately) Unable to meet specifications Specifications were unclear (please explain below or attach separately) Insufficient time to respond We do not offer this product or service Our schedule would not permit us to perform at this time Unable to meet bond requirements Other (please explain below or attach separately) Remarks: Company Name: _____ Telephone #:_____ Signature: _____ Fax #: _____ Print Name: _____ Title: ____ Address:

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

- (A) <u>Purpose:</u> The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:
 - a. Section 336.44, Florida Statues (2001).
 - b. Applicable Provisions of Clay County Code.
 - c. Florida Department of Transportation Standard Specifications, most recent edition.
- (B) <u>Time of Opening</u>: All bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing Department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing Department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.
- (C) <u>Form of Bid Submittal:</u> All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:
 - a. The number assigned to the particular bid solicitation.
 - b. The title of the bid exactly as it appeared in the published solicitation.
 - c. The date of the bid opening.
- (D) <u>Bid Receipt Procedure</u>: The County Manager shall, in cooperation with his or her Department heads and the Purchasing Department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing Department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.
- (E) <u>Place of Opening:</u> All bids properly submitted shall be opened in a public location so designated in the bid solicitation.
- (F) <u>Distribution of Copies:</u> Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing Department shall serve as the permanent record holder for the County Manager.

- (G) <u>Committee Review, Report and Recommendations:</u> Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.
- (H) <u>Ineligible Bid:</u> Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing Department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.
- (I) <u>Bid Withdrawal Period:</u> Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance Department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance Department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance Department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.
- (1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.
- (2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.
- (J) <u>Bid Addenda:</u> All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing Department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing Department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

- (K) <u>Bid Tabulation Form:</u> The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.
- Authority to Delay Bid Openings: The County Manager is hereby authorized, without (L) seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing Department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing Department shall immediately record the date and time thereof. The Purchasing Department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing Department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) <u>Contractor's Insurance Requirement</u>:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

| 1. | General Aggregate | \$1,000,000 |
|----|---|-------------|
| 2. | Products and Completed Operations Aggregate | \$1,000,000 |
| 3. | Personal and Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence | \$1,000,000 |
| 5. | Fire Damage (any one fire) | \$ 50,000 |
| 6. | Medical Expense (any one person) | \$ 5,000 |

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000

with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

| 1. Workers Cor | statutory limits | |
|----------------------|-------------------------|------------|
| 2. Employers I | Liability | |
| a | . Each Accident | \$ 100,000 |
| b | Disease-Policy | \$ 500,000 |
| c | . Disease-Each Employee | \$ 100,000 |
| d. Professional Lial | bility | |
| 1. When require | \$1,000,000 | |

- 2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.
- 3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) **Bid Awards and Protests:**

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/division/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: http://www.claycountygov.com/.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND SECURITY APPROVED UNDER COUNTY'S OTHER THE PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

- IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.
- 2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
- 3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
- 4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
- 5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
- 6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice,

exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

- 7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.
- 8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.
- 9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.
- 10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
- 11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.
- 12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

- 13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:
 - a. The audio thereof shall be recorded electronically.
 - b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
 - c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
 - d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
 - e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
 - f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
 - g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.
- i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.
- k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.
- 14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

- 15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.
- 16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
 - a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
 - b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
 - c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
 - d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
 - e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.
- 17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

- 18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.
- 19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.
- 20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.
- 21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.
- 22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.
- 23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.
- 24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

- 25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.
- (O) <u>UTILITY RELOCATION AGREEMENTS:</u> Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (Resolution No. 09/10-65)

(P) NO-CONTACT RULE: (Resolution No. 09/10-81)

- 1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:
 - a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.
 - b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.
 - c. Bid shall mean any bid, request for proposals and request for qualifications.
 - d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.
 - e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.
- 2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.
- 3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

(Q) LOCAL PREFERENCE FOR LOCAL BUSINESSES: (Resolution No. 18/19-2)

Local Preference:

- (a) Purpose: The Clay County Board of County Commissioners intends to purchase materials, supplies, and services of quality at the lowest possible cost through widespread competition. If all other considerations are equal, however, the Board prefers to purchase within Clay County from established local businesses. A preference to local businesses in procurement decisions provides support and growing opportunities to the local economy. When local governments spend their money with locally owned businesses, those businesses in turn rely on and generate local supply chains, creating an "economic multiplier" effect. Each additional dollar that circulates locally boosts local economic activity, employment, and, ultimately, tax revenue.
- (b) <u>Bidding/Quotes</u>: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.
- (c) <u>Proposals</u>: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.
- (d) The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships,

companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

- (e) In construing this paragraph, "Local Business" means either:
 - (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph (f) below; or
 - (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph (f) below.
- (f) Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:
 - (i) A physical business and location address in Clay County;
 - (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
 - (iii) A copy of the business's most recent annual corporation report to the Florida Division of Corporations; and
 - (iv) Any additional information necessary to verify local status.
- (g) The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

(h) Exemptions:

- (i) Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
- (ii) Purchases with any sole source supplier for services, supplies, materials, or other equipment.
- (iii) Purchases made through cooperative purchasing arrangements.
- (iv) Sub-Contractor consideration does not apply if the invitation to bid or request for quote does not authorize utilization of subcontractors.

- (v) Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- (vi) Contracts for Professional Services subject to Florida Statutes, Section 287.0555, the Consultants' Competitive Negotiation Act (except as already provided for in County approved Evaluation Criteria).

<u>BID 18/19-23,</u> <u>LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019</u>

SECTION 00009 DESCRIPTION OF THE WORK

- PART 1- GENERAL
 - 1.1 Scope: The project involves the Lake Asbury Junior High School Hurricane Retrofit 2019

(END OF SECTION 00009)

SECTION 00010 INVITATION TO BID - NOT USED: Refer to Section 00001, Request for Bid

(END OF SECTION 00010)

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

SECTION 00100

INSTRUCTIONS TO BIDDERS

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LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - SPECIFICATION TERMINOLOGY

- 1.1 Bidder is required to obtain a copy of AIA Document A701, Latest Edition for their reference.
- 1.2 Definition of Terms: Whenever in the Specifications the following terms or pronouns are used, their intent and meaning shall be interpreted as follows:
 - A. Property Owner: School District of Clay County, Florida.
 - B. Architect/Engineer: Acting directly or through a duly authorized representative.
 - C. Inspector: An authorized representative of the Architect/Engineer or Owner assigned to inspect any of the materials, workmanship or completed work.
 - D. Bidder: Any individual, firm, partnership or corporation submitting a proposal for the work contemplated.
 - E. Surety: The corporate body which is bound with and for the Contractor, which is primarily liable and which guarantees the faithful performance of the Agreement.
 - F. Proposals: The approved forms on which the Bidder will submit his bid for the work contemplated.
 - G. Drawings: The authorized plans and other drawings or reproductions thereof pertaining to the work to be done.
 - H. Project Manual: The Conditions of the Contract, Detailed Technical Specifications, and such other descriptions of the work as are set forth in any of the Contract Documents.
 - I. Agreement: "Agreement" shall mean the document entitled "Clay Count Contract", including all Addenda issued prior to execution of Agreement and all modifications issued subsequent thereto
 - J. Contract: "Contract" shall mean the Contract Documents as defined and listed in the Agreement.
 - K. Pre-Qualified Bidder: Contractors pre-qualified to submit bids for Clay County School District projects.
 - L. County: Clay County board of County Commissioners, Florida.

PART 2 - QUALIFICATIONS OF BIDDERS

2.1 The Agreement will only be entered into with responsible Contractors having been pre-qualified at the time of bid opening. Refer to http://www.oneclay.net/facility-planning-and-construction.html

PART 3 - FAMILIARITY WITH LAWS

- 3.1 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. Unfamiliarity or misinterpretation on the part of the Bidder will in no way relieve him from applicable responsibilities.
- 3.2 The Contractor will be provided the appropriate building permit by the Clay County School District's Project Manager prior to commencement of such work.

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

PART 4 - PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the County shall make progress payments to the Contractor as provided in the Agreement. No payment will be allowed for any material or equipment stored off the project site.

PART 5 - BIDDING DOCUMENTS

5.1 All of the descriptions of the work, as well as the instruments of procedure, which are contained in and embraced by the Drawings and Specifications and including Addenda not contained therein, comprise the Bidding Documents.

PART 6 - ALTERNATES

6.1 There are no alternative bid items.

PART 7 - ADDENDA

7.1 In case the Architect/Engineer 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 at the respective addresses furnished for such purposes.

PART 8 - INTERPRETATION OF BIDDING DOCUMENTS

- 8.1 No interpretation of the meaning of the Drawings, Specifications, or other Bidding Documents, 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/Engineer. All such interpretation and supplemental instructions will be in the form of written Addenda to the Bidding Documents.
- 8.2 Only the interpretation or correction so given by the Architect/Engineer, 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.

PART 9 - EXAMINATION OF BIDDING DOCUMENTS AND SITE WORK

- 9.1 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 and any local conditions that may in any manner 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 any and all conditions and requirements that may in any manner affect the work.
- 9.2 Mandatory Pre-Bid will be conducted per the date, time and location as specified in Section 00001.

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

PART 10 - BID GUARANTEE

10.1 Refer to Section 00001.

PART 11 - SURETY COMPANY ACCEPTABILITY

11.1 Refer to Section 00001.

PART 12 - LISTING AND APPROVAL OF SUBCONTRACTORS

- 12.1 In order that the County may be assured that only qualified and competent subcontractors will be employed on the project, each Bidder shall submit with his Proposal a list of the subcontractors who will perform the work in these Specifications as indicated by the "List of Subcontractors" form contained in these Specifications. The Bidder shall have determined to his own complete satisfaction that a listed subcontractor 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. Each Subcontractor shall be currently certified and licensed to perform that phase of the work for which he is listed. Only one subcontractor shall be listed for each phase of the work. Electrical, HVAC, Plumbing, Roofing and Underground Utility Contractors shall be State Certified and present a copy of license to the County within 24 hours of bid opening.
- 12.2 After public opening and reading of Proposals, the Listing of Subcontractors submitted by the apparent competitive low Bidders will be read publicly. The listings of the next two low bids will be held for 30 days.
- 12.3 No change shall be made in the list of subcontractors before or after the award of a contract, unless agreed to in writing by the County.

PART 13 - PREPARATION AND SUBMISSION OF BIDS

13.1 Refer to Section 00001, Request for Bid.

PART 14 - BID MODIFICATION

14.1 Delete any reference to Bid Modifications

PART 15 - WITHDRAWAL OF BIDS

15.1 Refer to Section 00001, Request for Bid

PART 16 - DISQUALIFICATION OF BIDDERS

16.1 Refer to Section 00001, Request for Bid

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PART 17 - RECEIPT AND OPENING OF BIDS

17.1 Refer to Section 00001, Request for Bid.

PART 18 - DISQUALIFICATION OF BIDS

- 18.1 Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.
- 18.2 Contractor's not pre-qualified by the School Board are not eligible to bid this project.

PART 19 - REJECTION OF BIDS

19.1 Refer to Section 00001, Request for Bid.

PART 20 - AWARD OF CONTRACT

20.1 Refer to Section 00001, Request for Bid.

PART 21 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

21.1 Refer to Section 00001, Request for Bid.

PART 22 - BASIS FOR BIDDING - TRADE NAMES

- 22.1 For clarity of description and as a standard of comparison, certain equipment, materials, etc., have been specified by trade names or manufacturers, to insure a uniform basis for bidding. The Bidder shall base his Proposal on the particular system, equipment or material specified. After the contract is let, other equipment materials, etc., as manufactured by other manufacturers may be accepted only if, in the opinion of the Architect/Engineer, same is equivalent in quality and workmanship and will perform satisfactorily its intended purpose. *However, the contractor's bid shall be based on products which are specified or approved as equivalent at time of bid.*
- 22.2 The use of a particular trade name or manufacturer is not intended to imply a sole source relationship with that product or manufacturer. Manufacturers are invited to submit their products, in accordance with the requirements of the particular specification section, for consideration as equal to the product specified.
- 22.3 For the purpose of bidding, no "approved equal" material or equipment will be considered unless written request has been submitted to the Architect for approval at least ten (10) days prior to date for receipt of bids.
 - a. For the purposes of this bid, this date shall be fixed as ten (10) calendar days prior to the initial bid opening date.
 - b. If the bid is postponed in an addendum, this date shall NOT be moved, unless specifically stated in the addendum posting the bid opening."

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

PART 23 - FLORIDA PRODUCTS AND LABOR

23.1 The Contractor's attention is called to Section 255.04, Florida Statutes, which require that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

PART 24 - TAXES

- 24.1 Although the Property 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 building, will not be exempted from the Sales Tax on these materials as evidenced by the following excerpt from the Florida statutes:
 - A. "The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exception shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government of political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof."
- 24.2 The Property Owner is not subject to:
 - A. Federal Excise Taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - B. Federal Tax on Transportation of Property.
- 24.3 In every case of a purchase of materials to be incorporated in the work which are subject to Federal Excise Tax, the Property Owner will furnish to the Contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and Federal Excise Tax separately.
- 24.4 The Bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State Sale and Use Tax on materials, but excluding the cost of those taxes not applicable.

PART 25 - PERMITS

- 25.1 The County, hence the Contractor, is exempt from all county, municipal, interpretations, building permits and assessments of fees for building permits, and ordinances, except as determined by the School District of Clay County Building Department.
- 25.2 The Contractor, upon award by the County, will be provided the Building Permit from the Project Manager of the School District of Clay County. No work shall commence until the building permit has been received. The building permit shall be posted in the field office or where designated by the building official.

PART 26 - GOVERNING CODES FOR SCHOOL FACILITIES

- 26.1 The Florida Building Code shall govern codes to be followed for this project.
- 26.2 All work contained under this Contract is based on the requirements contained in the lasted

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

edition as of the date of permit approval to the following codes:

- A. Florida Building Code, Latest Edition
- B. Florida Plumbing Code, Latest Edition
- C. Florida Mechanical Code, Latest Edition
- D. National Electrical Code, Latest Edition
- E. Florida Gas Code, Latest Edition
- F. Florida Fire Prevention Code, Latest Edition
- G. ANSI A117.1 (Physically Handicapped)
- H. NFPA Life Safety code, NFPA101 and others NFPA codes as applicable. NFPA codes shall be used in accordance with the Florida Fire Prevention Code, as noted above.
- I. DCA Department of Community Affairs
- J. SREF Standards for Educational Facilities
- K. Other Standards as referenced or specified in other Sections.

PART 27 - BID PROTEST

27.1 Refer to Section 00001, Request for Bid and Instructions

PART 28 - CHECKLIST FOR BID SUBMITTAL

- 28.1 The following items shall be included within the sealed bid envelope:
 - A. Bid Proposal on Proposal Form.
 - B. Bid Security.
 - C. List of Subcontractors.
- 28.2 Copies of Subcontractor's licenses will be submitted by the apparent low bidder within 24 hours to the County.

PART 29 - EXECUTION OF AGREEMENT AND BOND

29.1 Refer to Section 00001.

(END OF SECTION 00100)

<u>BID 18/19-23,</u> <u>LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019</u>

SECTION 00 05 00

AGREEMENT FORMS

SECTION INDEX

The Bidders are required to obtain and familiarize themselves with the following forms:

AIA G706 Contractor's Affidavit of Payment of Debts and Claims

AIA G706A Contractor's Affidavit of Release of Liens

Included in this section are the following forms which will be used for the completion of this Project:

Substantial Completion Inspection Form (for reference) Certificate of Substantial Completion

Final Completion Inspection Form (for reference) Certificate of Contract Completion

The County may substitute updated or revised forms in lieu of the listed forms herein.

<u>BID 18/19-23,</u> <u>LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019</u>

SECTION 00500

FORM OF AGREEMENT BETWEEN CONTRACTOR AND COUNTY FOR CONSTRUCTION OF BUILDING

USE CLAY COUNTY CONTRACT

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

School District of Clay County Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

| Project Title: | |
|---------------------------------|-------|
| School: | |
| Project Architect: | |
| Project Contractor: | |
| Date of Substantial Completion: | |
| | |
| | Date: |
| Signature: Contractor | |
| | |
| Signature: Architect/Engineer | |
| | Date: |
| Signature: Project Manager | |

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

School District of Clay County Substantial Inspection Report

| Proje | ect Name: | |
|-------|---|---|
| Scho | ol/Campus: | |
| Cont | ractor: | |
| Arch | itect/Engineer: | |
| Inspe | ection Date: | |
| Inspe | ected By: | |
| Acco | ompanied by: | |
| A. | Threshold Building included in project? (If yes, has the District received the letter | Yes No □ of certification from the Threshold Inspector? |
| В. | Systems and areas Inspected: Fire Alarm and DetectorsHVAC Shut-downInter-Com SystemSignageEmergency Power Shut-downEmergency Generator OperationEmergency LightingExiting & Exit Lights | Fire Hydrant Test Elevator Certification Well Certification/Test Water Certification/Test Kitchen Hood Certification Fire Sprinkler Certification Lift Station Test HVAC Test & Balance |
| | Glazing Fire Extinguishers Toilet Facilities Food Preparation Site Lighting Site Parking | Carpet Certification/Test DEP Certification/Clearance SJRWMD Inspection/Clearance Safety Conditions Interior Safety Conditions Exterior |
| Proje | ect Manager's Signature | Date |
| Arch | itect/Engineer's Signature | Date |
| Cont | ractor's Representative Signature | Date |

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

| Project Title: | | |
|-------------------------------|------|--|
| School: | | |
| SDCC Project Number: | | |
| Project Engineer: | | |
| Project Contractor: | | |
| Date of Final Completion: | | |
| | | |
| | | |
| | Date | |
| Signature: Contractor | | |
| | Date | |
| Signature: Architect/Engineer | | |
| | Date | |
| Signature: Project Manager | | |

School District of Clay County Final Completion Inspection and Report

| Date: _ | ;; | _ |
|---------|---|--------------|
| SDCC 1 | CC Project No: | |
| Project | ect Name: | <u> </u> |
| Contrac | tractor: | |
| Archite | nitect/Engineer: | <u> </u> |
| SDCC 1 | CC Project Manager: | |
| A. | All deficiencies identified as the final punch list have been identified, and a list is Yes No | attached. |
| B. | The following items (as identified within the Project Manual) must be receive with project specifications before a Certificate of Final Completion will be issued | |
| | Application for Payment | |
| | Consent of Surety to Final Payment | |
| | Extra Materials (when specified) | |
| | Warranties and Bonds | |
| | Completion of Architect/Engineer Punch List | |
| | Certificate of Contract Completion | |
| | Test and Balance Reports (if applicable) | |
| | Other Certifications, as required: | |
| | 1. Asbestos 5. Clearance letter from Dept. Of Environmental Prot 2. Carpet 6. Storm Water 7. Toxic Substances | ection (DEP) |
| | 2. Carpet 6. Storm Water | |
| | | |
| | 4. Bacteriological | |
| | As-Built Drawings | |
| | Maintenance and Operations Manuals | |
| | Keys accepted | |
| | Other (Explain) | |
| | | |
| Signatu | ature: Date: Contractor | |
| | Contractor | |
| | | |
| Signatu | ature: Date: | |
| | ature: Date: Architect/Engineer | |
| Sionatu | ature: Date: | |
| oignaiu | ature: Date: Project Manager | |
| | σ | |

<u>BID 18/19-23,</u> LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

SECTION 00700

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201, Latest Edition, issued by the American Institute of Architects, and its Supplements if any, relates directly to the Work of this Project and is hereby made a part of the Contract as though fully contained in these Specifications.

The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of AIA Document A201, to acquaint himself with the Articles contained therein and to notify and apprise all Subcontractors, Sub-subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the Work as to its contents.

No contractual adjustments shall be made as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the Contract with the conditions of AIA Document A201.

(END OF SECTION 00700)

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

A. These Supplementary Conditions modify, extend and add to provisions of the *General Conditions of the Contract for Construction, AIA Document A201, Latest Edition,* for specific project requirements. Modifications specified herein supplement, change, delete from and add to above-referenced AIA Document A201. Where a portion of the General Conditions is modified herein, the unaltered portions of the General Conditions shall remain in effect. Paragraphs not listed herein are not modified. The General Conditions and Supplementary Conditions apply to all Sections in each Division of the Specifications and the Drawings. The Contractor shall be responsible for informing all applicable parties. This becomes especially critical when partial sets of Plans and Specifications are issued to Subcontractors not familiar with these requirements. General Contractors are responsible for verifying Bids prior to submitting the Bid.

ARTICLE 1 - DEFINITIONS

1.2 Execution, Correlation and Intent:

- A. Paragraph 1.2.3: ADD the following Subparagraphs:
 - In the event of conflicts or discrepancies among the Contract Documents, the Architect's interpretations will be based on the following priorities:
 - 1. The Agreement.
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.
 - In case of an inconsistency between the Drawings and Specifications or within either Document as to a material, product system, dimension, size, quantity or method, the Contractor shall include in the Contract Sum the cost of providing the more expensive, better quality or greater quantity material, product, system, dimension, size quantity or method. The Architect will interpret the inconsistency and the Contract Sum will be adjusted when the intent of the Contract Documents is interpreted by the Architect and his interpretation is that the intent was to be the less expensive, lesser quality or lesser quantity material, product, system, dimension, size, quantity or method.
- B. Paragraph 1.2: ADD the following Subparagraph:
 - 1.2.6 References in these Contract Documents to standards including trade associations, Federal and Military Specifications, technical societies, organizations, and associations, codes and government authorities whether specific or by implication, shall refer to the latest issue or edition in effect 30 days prior to date of receipt of Bids or date of the Agreement, if there were no Bids, unless a date is specified. The provisions of referenced standards shall not change the duties and responsibilities of the COUNTY, the Contractor, or the Architect, or any of their consultants, agents or employees.
 - 1.2.7 The word "provide" shall mean furnish and install the indicated term, product, material or system unless otherwise indicated.
 - 1.2.8 The terms "as shown" or "as indicated" or phrases of similar import, shall mean as shown or indicated on the Drawings.

LAKE ASBURY JUNIOR HIGH SCHOOL HURRICANE RETROFIT 2019

ARTICLE 3 - CONTRACTOR

3.4 Labor and Materials:

- A. Add Paragraphs 3.4.3, 3.4.4 and 3.4.5 as follows:
 - 3.4.3 The Contractor shall not use or allow to be used and shall not furnish or install any material, product, equipment or tool that contains or uses asbestos or any other toxic material or substance, as determined by the U.S. Environmental Protection Agency, for use in or on the Project, whether temporary or permanent. Should the Contractor determine that a material, product or equipment that is specified or indicated in the Contract Documents contains asbestos or any other toxic material or substance, the Contractor shall not install the material, product or equipment and shall notify the Architect immediately.
 - 3.4.4 Substitutions: After the Contract has been executed, the Property Owner, the County and the Architect will consider a written request for substitution of products in place of those specified only under conditions set forth herein.
 - Materials, products, and systems are specified in the Contract Documents by manufacturer, trade name or distributor to establish a standard of the required criteria, including function, performance, dimension, appearance and quality to be met by a proposed substitution. Each application shall include name, Specification Section, Paragraph and manufacturer of the material, product, equipment or system for which it is to be substituted and a complete description of the proposed substitute including Drawings, product data, performance and test data and all other information necessary for an evaluation. A statement setting forth all changes in other materials, equipment or other portions of the Work including changes in Work of other Contracts, that incorporation of the substitute would cause or require, shall be included with the application for a substitution. The application shall include an itemized cost estimate indicating all cost and saving caused by the acceptance of the substitute. The burden of proof of merit of proposed substitute is upon the proposer.
 - 2 Substitutes shall not be incorporated in the Work without prior written approval of the substitute by the Architect.
 - Where material, products, or systems are specified by one or more manufacturers with model number(s) or specific item, identification and "or approved equal" is included, only the item(s) that is specified by manufacturers with model number(s) or specific identification is approved and any other item shall be submitted for approval same as a substitution.
 - Where materials, products, equipment or systems are specified by a referenced standard or performance specification, the item must be submitted for approval same as a substitute.
 - Applications submitted for approval as substitutions shall be by the Contractor and not by Subcontractor or Supplier. Each item submitted for substitution shall be a separate submittal.
 - Whether or not the Architect and County accept a proposed substitute, when notified by the County, the Contractor shall reimburse the County for the Architect's cost for the Architect and the Architect's consultants for evaluating any proposed substitute including changes required in the Contract Documents for the substitute.
 - 7 The Architect's decision of approval or disapproval of a proposed substitution shall be final.
 - 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the

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Contractor:

- 1 Represents that the Contractor has personally investigated the proposed substitute item and determined that it is equal or superior in all respects to that specified;
- 2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- 3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
- 4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.11 **Documents and Samples at the Site:**

- A. Add Paragraph 3.11.2 as follows:
 - 3.11.2 Additional requirements for Record Documents are specified in Division 1 General Requirements.

3.12 Shop Drawings, Product Data and Samples:

- A. Add Paragraphs 3.12.12 thru 3.12.17 as follows:
 - 3.12.12 Contractor shall stamp each item in each Submittal with his firm approval stamp, date and sign each copy. Contractor shall not reproduce Architect's Drawings for Shop Drawings without written approval of the Architect.
 - 3.12.13 Submittal: Submit a minimum of six (6) copies of product data and Shop Drawings to the Architect. The Architect will mark-up his review comments on the copies and return three (3) of the marked-up copies of Drawings and three (3) marked-up copies of product data to the Contractor.
 - 3.12.14 Mark-up: Shop Drawings and data will be reviewed by the Architect and marked APPROVED, APPROVED AS NOTED, RETURNED FOR CORRECTIONS, NOT APPROVED or RETURNED WITHOUT ACTION (or words to that effect). Submittal returned APPROVED AS NOTED need not be returned if Architect's comments are acceptable to the Contractor. Submittal returned NOT APPROVED, and RETURNED FOR CORRECTION must be resubmitted. Architect's comments will be marked in red pencil.
 - 3.12.15 When submittals are rejected and returned more than two times through no fault of the Architect, then the Contractor shall reimburse the County for the Architect's time to review submittals that are resubmitted three or more times. The Architect's cost is defined in Paragraph 4.1.5.
 - 3.12.16 Transmittal: Contractor shall use transmittal letter provided by the Architect. Submit separate transmittal letter and one (1) copy for each group of Shop Drawings common to a portion of the Work and separate transmittal letter and one (1) copy for each Section of the Specifications. Partial Submittals are not acceptable. Each item in the Submittal must be listed in the transmittal letter. The Architect will return transmittal letter to Contractor with each returned Submittal with disposition noted for each item.
 - 3.12.17 The Architect shall review the submittals within sufficient time to avoid impacting the Project schedule. The Contractor must transmit submittals in the order of construction, in sufficient quantity and complete as directed in the Specifications.
 - 3.12.18 Samples: Submit samples, in the quantity required by the Specifications Section,

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where it is specified, accompanied by same transmittal letter as used for Drawings and product data.

3.18 **Indemnification:**

- A. Add Paragraph 3.18.4 as follows:
 - 3.18.4 For ten dollars (\$10.00), acknowledged to be included and paid for by the County, in the Contract Sum, and other good and valuable consideration, the Contractor agrees to indemnify and hold harmless the County and his agents and employees in accordance with the provisions of this Paragraph 3.18 and of Paragraph 3.17. For ten dollars (\$10.00), and other good and valuable consideration, to be paid to the Contractor by the Architect after execution of the Agreement by the Contractor and the County, the Contractor also agrees to indemnify and hold harmless the Architect and his agents, employees and his consultants in accordance with the provisions of this Paragraph 3.18 and of Paragraph 3.17.

4.2 Administration of the Contract:

- A. From Paragraph 4.2.10, DELETE the second sentence in its entirety.
- B. Add as follows:
 - 4.2.12.1 Should the Contractor fail to request interpretations or questionable items in the Contract Documents, neither the County nor the Architect will thereafter entertain an excuse for failure to execute the Work in a satisfactory manner.
 - 4.2.12.2 Should conflict occur between the Contract Documents, the Contractor is deemed to have estimated upon the more expensive method of performing the Work unless he has requested and received a written decision from the Architect before submission of his Proposal.
- C. To Paragraph 4.2.13, ADD the following to the end of the paragraph:

The term "aesthetic effect" as used herein refers to color, texture, profile and juxtaposition of masses. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of either the County or the Contractor ascribed to them by other provisions of the Contract.

4.3 Claims and Disputes:

- A. Paragraph 4.3.6: Add Subparagraph 4.3.6.1 as follows:
 - When data on subsurface investigations including soil borings, ground water table and other data on existing conditions above and below the ground surface is included in the Contract Documents or made available by the Architect, the data is made available for information indicating only the conditions found by said investigations and is limited to the exact locations and dates listed in the data available. The Architect and the County shall not be responsible for variations found to exist between data made available and actual field conditions. The Contractor shall make his own investigations of ground water table conditions and other existing conditions and shall not assume that ground water table conditions remain the same after the date and time the available data was made.

ARTICLE 5 - SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work:

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- A. Paragraph 5.2.1: Add Subparagraph 5.2.1.1. as follows:
 - Not later than thirty (30) days after date of commencement, the Contractor shall furnish in writing to the County through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

ARTICLE 6 - CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's Right to Perform Construction and to Award Separate Contracts:

A. ADD the following Section 6.1.1.1:

The term "County's own forces" may include a potential Subcontractor to the Contractor, provided no formal subcontract between the two exists. The Contractor is obligated to execute subcontract agreements per Article 5.1.1.

ARTICLE 7 - CHANGES IN THE WORK

7.3 Construction Change Directives:

- A. Paragraph 7.3.6: In the first sentence, DELETE the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Subparagraphs 7.3.10.1 thru 7.3.10.6 below".
- B. Paragraph 7.3 add the following Paragraph:
 - 7.3.10 In Paragraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the County shall be based on the following schedule:
 - 1 For the Contractor, for Work performed by the Contractor's own forces, 10% of the cost.
 - 2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10% of the amount due the Subcontractor.
 - 3 For each Subcontractor, or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10% of the cost.
 - 4 For each Subcontractor, for Work performed by that Subcontractor's Subsubcontractors, 5% of the amount due the Sub-Subcontractor.
 - 5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
 - In order to facilitate checking of quotations for extras or credits, all proposals, unless otherwise agreed upon, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Subcontracts shall be itemized also. In no case will a change be approved without such itemization.

ARTICLE 8 - TIME

8.2 **Progress and Completion:**

A. Replace Paragraph 8.2.3 with the following:

The Contractor shall proceed expeditiously and with sufficient forces,

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construction plant and equipment and shall work such hours as may be necessary to achieve Substantial Completion within the Contract Time. The need for additional shifts, overtime operations and other similar operations required to accomplish this shall be provided at no additional cost to the County. The term "Substantial Completion" shall mean that the construction is complete in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Property Owner can occupy the building and utilize the facility for the use for which it was intended. All construction is completed and only closeout documents remain.

8.3 Delays and Extensions of Time:

A. Replace Paragraph 8.3.1 with the following:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the County or Architect, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the Work, fire, unavoidable casualties beyond the Contractor's controls, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. For weather to be considered in any request for extension of time, documentation, approved by the Architect, shall be provided that the rain or other inclement weather actually occurred on the project site, during anticipated work hours, and adversely affected the critical path on the approved project schedule. Delayed time must be requested during the month in which it occurs, prior to the submittal of that month's pay application. Failure to request an extension due to delay within the month it occurred will result the forfeiture of that claim for delay due to inclement weather.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 **Schedule of Values:**

- A. Add Paragraph 9.2.2 as follows:
 - 9.2.2 The Schedule of Values shall be prepared on AIA Documents G702 and G703, Certificate for Payment. Schedule shall be itemized in CSI 16-Division format (Division 0 thru Division 16). Each major item of Work and each subcontracted item within each Division shall be itemized. Contractor's overhead, profit and other cost shall be distributed proportionately in each item. The total of the items shall equal the Contract Sum.

9.3 **Application for Payment:**

- A. Add Paragraph 9.3.4 as follows:
 - 9.3.4 Make Applications for Payment monthly. Use AIA Form G702 and continuation Sheet G703 for all applications. Place sub-total or total at the bottom of each sheet and continuation sheet. Each Application for Payment shall be due on or before the first day of each month and shall be based on 90% of the Contract price of labor and materials suitably stored at the site thereof up to the 25th day of that month, less the aggregates of previous payments. Progress payments shall be made by the County on or before the 10th day of the month following County's receipt of Architect's Certificate for Payment.

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9.6 **Progress Payments:**

- A. Add the paragraphs as follows:
 - 9.6.7 Progress Payments and Final Payment to the Contractor will be made as required by the Florida Mechanics' Lien Law.
 - 9.6.8 Applications for Payment shall be accompanied by properly executed partial Releases of Lien by all Subcontractors, Laborers, and Material Suppliers who have served Notice to County supporting all payments made up to and including the Contractor's current Application for Payment. All partial Release of Lien for this Project shall be consistent in form and wording and shall be approved by the County and Architect.

9.11 Liquidated Damages:

- A. Add Paragraph 9.11.1 as follows:
 - 9.11.1 The Property Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor shall be liable for and shall pay to the County the sums stipulated in the Contract Documents as fixed, agreed and Liquidated Damages for each calendar date of delay until the Work is Substantially Complete. If Final Completion is not achieved within the time limits stipulated in the Contract Documents, the sums stipulated in the Contract Documents are to be levied as fixed, agreed and Liquidated Damages for each calendar date of delay.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.02 Safety of Persons and Property:

A. ADD as follows:

10.2.8 Contractor shall provide adequate fire extinguishers on the premises during the course of the construction period of the type and size as recommended by the National Fire Protection Association, to control fires resulting from the particular Work being performed, and the Contractor shall instruct his employees in their use. All extinguishers shall be placed in the immediate vicinity of the Work being performed ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, tar pots, kettles, salamanders, etc., no Work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the abovementioned equipment.

ARTICLE 11 - INSURANCE

- 11.1 Contractor's Liability Insurance:
 - A. Replace Paragraph 11.1 with the following:
 - 11.1 Contractor shall take out, pay for and maintain at all times during the prosecution of the Work under the Contract, the following forms of insurance by carriers acceptable to and approved by the County.
 - .1 Statutory Workman's Compensation and Employer's Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Statutory Workmen's Compensation Insurance and Employer's Liability Insurance with a limit of One Hundred Thousand Dollars (\$100,000) for all of

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his employees to be engaged on the Project under this Contract. In case of any such Work sublet, the Contractor shall similarly require Subcontractors to provide the same insurance for all of the Subcontractor's employed to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workman's Compensation Insurance. In case any class of employees engaged in hazardous work on the Project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate Employer's Liability Insurance for the protection of such of the employees as are not otherwise protected.

- Oeneral Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing the Work covered by this Contract from claims for damages of personal injury, including accidental death, as well as from claims of property damages which may arise from operations under this Contract, including blasting when blasting is done on or in connection with this Work of this Project, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The Policy shall include as insureds the County, Architect and Engineers. The amounts of such insurance shall be as follows:
 - A. Comprehensive General Liability Limits:

Bodily Injury(Occurrence Basis)Per Person\$ 500,000Per Occurrence\$ 1,000,000Property Damage Per Occurrence\$ 500,000

- B. Contractual Liability as regards this Contract, as per General Conditions Article 4.18 entitled "Indemnification".
- C. Protective Liability
 Contractor (Independent)
 County
- D. Completed Operations.
- E. Automobile Comprehensive Liability \$300,000.00. Policy shall include Automobile Bodily Injury Liability Insurance covering all Contractor owned vehicles. The Contractor shall similarly require Subcontractors to provide Automobile Property Damage Liability Insurance. (NOTE: The coverage shall be amended to an "Occurrence Basis".
- .3 Builder's Risk Insurance: The Contractor shall effect and maintain during the life of this Project until the Project is accepted by the County an ALL RISK Builder's Risk Insurance Policy to include as insureds the County, the Architect and/or Engineer, the General Contractor, the Subcontractors and/or Sub-Subcontractors as their respective interest may appear. This policy shall include but not be limited to the perils of Fire, Lightning, Windstorm, Hurricane, Hail, Explosion, Riot, Civil Commotion, Smoke, Aircraft, Land Vehicles, Vandalism, Malicious Mischief, etc., in an amount equal to 100% of the Contract Sum (but not including excavation, filling, grading, demolition, foundations, paving, sidewalks, curbs and gutters, and other similar non-insurable items). In the event it is necessary to operate permanently-installed equipment on other than a testing basis or in the event it is necessary for the County to occupy a part of or the entire structure, the Contractor agrees to have the Builder's Risk Insurance

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Policy endorsed to permit same.

.4 **Proof of Carriage of Insurance:** The Contractor shall furnish the County with a satisfactory proof of carriage of the Insurance required. Certificates of Insurance will be required in duplicate for file with the County and Architect. Such certificates to provide that the County is entitled to the same notice as that given to the purchaser of the insurance in case of cancellation or any major change therein.

11.5 Performance Bond and Payment Bond:

A. Change Article 11.5.1 to read:

The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. These bonds must be written by an insurance company having an A.M Best Rating of "A-VIII" or better. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100% of the Contract Sum.

The Contractor shall deliver the required bonds to the County not later than three (3) days following the date of the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished.

The Contractor shall require the attorney-in-fact who execute the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- A. Add Paragraph 13.8 as follows:
 - 13.8 Preconstruction Conference:
 - 13.8.1 Before commencing Work, a conference will be held in the Architect's office, or other agreed upon place, for the purpose of verifying general procedures, expediting Shop Drawings and Schedules and to establish a working understanding between the parties. The Contractor, the Contractor's job Superintendent and representatives to the Architect shall attend the conference. The Contractor shall have representatives of Mechanical and Electrical and other major Subcontractors present. The date and time of the conference shall be agreed upon by the Contractor and Architect.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

- A. ADD Paragraph 14.4 as follows:
 - 14.4 Termination by the County for Convenience:
 - 14.4.1 The County may, at any time, terminate the Contract for the County's convenience and without cause.
 - 14.4.2 Upon receipt of written notice from the County of such termination for the County's convenience, the Contractor shall:
 - 1 Cease operations as directed by the County in the notice;

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- 2 Take actions necessary, or that the County may direct, for the protection and preservation of the Work; and
- 3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and Purchase Orders and enter into no further Subcontracts and Purchase Orders
- 14.4.3 In case of such termination for the County's convenience, the Contractor shall be entitled to receive payment from the County on the same basis provided in Subparagraph 14.1.2.

(END OF SECTION 00800)

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SECTION 00810

PROGRESS PAYMENTS

PART 1 – GENERAL

- 1.1 The Contractor shall, within ten (10) day from the date of the Notice to Proceed, submit a Schedule of Values for approval to the Architect. The work shall be subdivided, as a minimum, into line items matching the index in these specifications. Each item shall be further subdivided into Contractor-purchased material costs, Direct-purchased material costs, and Labor costs. All subcontractor bids shall be broken into their component parts to comply with this section lump sum values will not be accepted. The value of each item shall include a true proportionate amount of the Contract's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement. No payments shall be issued until the Schedule of Values is approved in writing.
- 1.2 Approved change orders shall be likewise broken down into their constituent parts in subsequent pay requests, matching the subdivision used in the initial approved Schedule of Values, and placed at the end of the Schedule of Values, Revised (updated) contraction schedules shall also accompany each progress payment.
- 1.3 The approved form of the Schedule of Values will accompany and support the Contract's periodic Applications for Payment and shall indicate the value of suitable stored material 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.
- 1.4 The County may withhold payment should the Contractor fail to provide the above referenced documents.
- 1.5 County will retain **ten percent (10%)** of the amount earned by the Contractor until Final Payment is made. Upon substantial completion of the project, as determined by the Project Manager and Architect/Engineer, the County may choose to reduce retainage.
- 1.6 County will at intervals, make progress payments to the Contractor as provided in the Agreement. Payment will be as follows:
 - A. Monthly payments for work completed, less 10% retainage.
 - B. Final Payment of balance due, at final completion of the project, subject to other conditions of the project documents.
- 1.7 Job will be considered 100% complete after the final inspection and acceptance by the Architect/Engineer and District Schools and any other inspection required by the Architect/Engineer or State Agencies.
- 1.8 The School District of Clay County will make payments based on FS 218, Timely Payment for Purposes of Construction Services.
- 1.9 The Contractor shall request such compensation except for final payment by submitting:
 - A. A properly completed and notarized Application for Progress Payment using AIA Document G703, Latest Edition or a mutually agreed schedule.
 - B. A schedule of Contract Values using AIA Document G703, Latest Edition. A computer

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- generated form may be used provided it contains all the information required by AIA Document G703, Latest Edition.
- C. See Section 01700 Contract Closeout for submittals required for Final Payment.

PART 2 - EXCLUSION OF COUNTY FROM LIABILITY

2.1 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 County shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from the County to compensate for any such loss or damage, but shall be limited to such recovery as it otherwise available at law from persons and/or entitles other than the County.

PART 3 - SUBSTITUTION OF MATERIALS AND EQUIPMENT

3.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance, appearance and function. Any substitution shall be clearly identified to the Architect/Engineer and it shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

PART 4 - NOTICE TO PROCEED

4.1 The Contractor shall not commence work on the Project until all preconstruction requirements and obligations specified in these Contract Documents are satisfied including the Building Permit and he has received from the County bonafide "Notice to Proceed."

(END OF SECTION 00810)

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SECTION 00860

PURCHASING OF PROJECT DOCUMENTS

PART 1 – GENERAL

1.1 The Architect will provide the Contractor with signed and sealed Plans and Specifications for Permitting. Additional sets of drawings and specifications shall be the Contractor's responsibility and at the Contractor's expense, including those required for Final Closeout Documents.

(END OF SECTION 00860)

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SECTION 00900

SPECIAL CONDITIONS

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SECTION 00900 SPECIAL CONDITIONS

PART 1 - COMMON REFERENCE STANDARDS

A. Reference in the Contract Documents to known standards such as codes, standard specifications, etc., promulgated by professional or technical associations, institutes, societies mean the latest edition of each such standard adopted and published as of the date of the Contract for the work of this Project, except where otherwise specifically indicated. The following is a representative list of such standards together with the abbreviation by which each is identified:

AAMA Architectural Aluminum Manufacturers Association

AA Aluminum Association

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AIEE American Institute of Electrical Engineers
AISC American Institute of Steel Construction
ANSI American National Standards Institute

API American Petroleum Institute

ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials

AWSC American Welding Society Code AWWA American Water Works Association CRSI Concrete Reinforcing Steel Institute

CS Commercial Standard of National Bureau of Standards

FBC Florida Building Code FFPC Florida Fire Prevention Code FGMA Flat Glass Marketing Association

NAAMM National Association of Architectural Metal Manufacturers

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

SDI Steel Deck Institute

SREF State Requirements for Educational Facilities

SSPC Steel Structures Painting Council TCA Tile Council of America, Inc. UL Underwriters' Laboratories, Inc.

PART 2 - PROJECT MEETING

- A. To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect/Engineer will conduct project meetings throughout the construction period.
- B. <u>Minutes:</u> The Architect/Engineer will compile minutes of each project meeting and will furnish three (3) copies to the Contractor and one to the Project Manager. The Contractor may make and distribute such other copies as he wishes.
- C. Except as noted below for Preconstruction meeting, project meetings will be held as necessary, but at least monthly. Coordinate as necessary to establish mutually acceptable schedule for meetings.
- D. To the maximum extent practicable, meetings will be held at the job site.

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E. Preconstruction Meeting will be scheduled after the County has received the signed contract from the contractor. Provide attendance by authorized representatives of the Contractor and all subcontractors identified by the County.

PART 3 - CONSTRUCTION MEETING

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing by use of Critical Path Method or PERT, and in preparation and issue of periodic reports as required below.
- B. Within ten (10) days after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of construction schedule. Failure to comply may result in withholding progress payments until such time as construction schedule is received.
- C. Submit updated construction schedule (3 sets) along with each monthly progress payment. Failure to provide this schedule may result in payment being withheld or delayed.

PART 4 - PRODUCT DATA AT JOB SITE

A. Satisfactory evidence as to the kind and quality of all materials and equipment, in the form of shop drawings, manufacturer's literature, samples, or certification shall be readily available at the job site at all times for the Architect/Engineer's inspection regardless of whether such evidence has been required in the project manual for submittal to the Architect/Engineer.

PART 5 - TESTING LABORATORY

- A. The Contractor shall obtain testing services to be provided by Independent Testing Laboratories. The Testing Companies will be approved in writing by the Property Owner.
- B. Select a testing laboratory, qualified in accordance with ASTM E329 "Recommended Practice for Inspection and Testing".
- C. Testing, when required, shall be in accordance with all pertinent codes and regulations and with the specified standards.
- D. Provide all testing laboratory facilities required to satisfactorily perform the testing required under pertinent other Sections of these Specifications and within the increments of time essential to timely completion of the work.

PART 6 - TESTS

A. The Contractor will schedule the tests giving sufficient time for the execution of the work mutually agreed upon between the Testing Laboratory and the Contractor. The Contractor is responsible for review of each section of the specifications to determine specifics of the testing requirements. For the convenience of the Contractor, the following list of tests is provided. If a required test is omitted or in conflict with the Technical Specifications, then the most strict requirements will prevail.

PART 7 - RECORD DRAWINGS (AS-BUILTS)

- A. In accordance with the requirements of the General Conditions, the Architect/Engineer will provide the Contractor with a set of reproducible drawings of the original bidding documents, as required and at Contractor's expense as follows:
 - 1. If the Contractor elects to vary from the Contract Documents, and secures prior approval of the

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- Architect/Engineer, for any phase of the work other than those listed below, he shall record in a neat readable manner <u>all</u> such variances on the reproducible drawings furnished.
- 2. For plumbing, heating, ventilating and air conditioning, electrical, and fire protection work, record drawings shall be maintained by the Contractor as the work progresses and as follows:
 - a. All deviations from sizes, locations and from all other features of all installations shown in the Contract Documents shall be recorded.
 - b. In addition, it shall be possible, using these drawings, to correctly and easily locate, identify and establish sizes of all piping, directions and the like, as well as all other features of work which will be concealed underground and/or in the finished building.
 - (1)Locations of underground work shall be established by dimensions to column lines of walls, locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
 - (2) For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases, this may be by dimension. In others it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. Architect's/Engineer's decisions shall be final.
 - c. The following requirements apply to all As-Built Drawings:
 - (1) They shall be maintained at the Contractor's expense.
 - (2) All such drawings shall be done carefully and neatly by a competent draftsman and in form approved by the Architect/Engineer.
 - (3) Additional drawings shall be provided as necessary for clarifications.
 - (4) They shall be kept up-to-date during the entire course of the work and shall be available on request for examination by the Architect/Engineer and, when necessary, to establish clearances for other parts of the work.
 - (5) The record drawings shall be returned to the Architect/Engineer on completion of the work and are subject to the approval of the Architect/Engineer.
 - (6)Provide four sets of black line prints showing the locations of items not installed as shown on the original Contract Documents. These As-Built drawings are required before final acceptance and payment can be made.
 - (7)Provide laminated As-Built drawings pertaining to each system in its associated DDC equipment panel, and a diagram of the panel itself, attached to, or frame mounted on a wall adjacent to the panel. Provide one (1) complete set of laminated As-Build drawings, attached or located as directed by the Property Owner.
 - (8) Provide a computer disc on AutoCad Light 2000 compatible.

PART 8 - OPERATION AND MAINTENANCE MANUALS

- A. Submit **One** (1) copy of Operation and Maintenance Manual and **One** (1) copy on CD-ROM or Thumb drive in PDF format prior to indoctrination of operation and maintenance personnel. Include at least the following:
 - 1. Neatly typewritten index near the front of the manual, giving immediate information as to location within the Manual of all emergency data regarding the installation.
 - 2. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and reassembly.
 - 3. Complete nomenclature of all parts of all equipment.
 - 4. Complete nomenclature and part number of all replaceable parts name and address of nearest vendor, and all other pertinent data regarding procurement procedure.
 - 5. Electrostatic copy of all guarantees and warranties issued.
 - 6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise

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items included in this installation and deleting, or otherwise clearly indicating, all manufacturer's data with which this installation is not concerned.

- 7. Such other data as required in pertinent other Sections of these specifications.
- 8. MSDS sheet on all material used.

PART 9 - SIGNS

- A. No signs will be permitted on this Project except the project sign, identifying captions over offices, certain directional and warning signs required for safety and protection. Contractor shall take all necessary steps to prevent installation of any unauthorized signs and, should any appear, cause them to be removed immediately, and repair and repaint any damage caused thereby without additional cost to the County.
- B. <u>Project Sign:</u> The project sign shall consist of a 4'x 8' x 3/4" sheet of pressure treated plywood on a 4'x 4' supporting structure, painted and installed in location designated. Exact design, text and colors shall be provided by Architect/Engineer, which will include the name of the building and of the Property Owner, any emblem selected by the Property Owner, the Architect/Engineer's name, names of the Architect/Engineer's principal consultants, the Contractor's name, and the names of the firms executing the principal parts of the Work. The sign shall be placed as directed by the Architect/Engineer.

PART 10 - SCAFFOLDS AND RUNWAYS

- A. Contractor shall furnish, erect and maintain for duration of the Work as required, all scaffolds, runways, guard rails, platforms and similar temporary construction as may be necessary for the performance of the Contract. Such facilities shall be of type and arrangement as required for their specific use; shall be substantially constructed throughout, strongly supported, well secured, and shall comply with all applicable rules and regulations of applicable State and local codes.
- B. The several levels of the structure shall be connected by means of suitable ladders, ramps and temporary stairs; provided, however, that permanent stairways may be used for such purposes if adequately protected against damage. Open well and shafts shall be enclosed as required by OSHA.

PART 11 - CLEANING UP

- A. In addition to the provisions of Article 4.15 of the General Conditions, the following shall be required:
 - 1. Besides the "removal of waste materials", the following special cleaning shall be required just prior to acceptance:
 - a. Remove Stains: Wash and polish glass inside and outside. This work shall be done by person skilled and equipped for such work.
 - b. Remove foreign matter, marks, stains, foreign paint, fingerprints, soil and dirt from (and have in a polished condition where applicable) the following:
 - 1. Painted, decorated, and stained work.
 - 2. All hardware, fixtures and incorporated equipment.
 - 3. All finished surfaces and metal surfaces, whether interior or exterior.
 - 4. All doors and windows, including tracks and rollers.
 - c. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Architect/Engineer.
 - 2. In addition to clean-up provisions of the Specifications, Contractor shall take appropriate steps to prevent airborne dust due to the work of this Contract. Water shall be applied wherever practical

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to settle and hold dust to a minimum, particularly during excavation and moving of materials.

PART 12 - EQUAL OPPORTUNITY

- A. The contractor shall maintain policies of employment as follows:
 - 1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicant are employed, and the employees are treated during employment, without regard to their race, religion, color, sex, national origin or age. 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 setting forth the policies of non-discrimination.
 - 2. The contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

PART 13 - TOXIC SUBSTANCES

- A. The State of Florida has prepared a list of toxic substances. The Contractor shall review the list to determine if any materials which he will be installing are listed.
- B. The Contractor will notify the County in writing three (3) days prior to use of any toxic substances in the construction of the facility.
- C. The Contractor shall comply with all State, Federal and Local Regulations for the use of any toxic substances.

PART 14 - LEAD

- A. No lead product shall be used on this project.
- B. The use of solder which contains lead or paint is not acceptable on this project.
- C. The General Contractor is responsible for notifying all Subcontractors and Suppliers that no lead is acceptable on this project.
- D. The General Contractor shall provide written certification, prior to substantial completion, that no lead has been used on this project and agrees to replace any lead if discovered at no expense to the County. The certification shall be addressed to the Superintendent of the Clay County District Schools.

PART 15 - ASBESTOS

- A. No asbestos, or products containing asbestos, will be used on this project. The federal Asbestos Hazard Emergency Response Act, (AHERA) 40 CFR, Part 763, as revised July 1, 1995, prohibits the use of any asbestos containing materials in any public education construction project and requires certification of same by the architect of record.
- B. The Contractor shall be responsible for notifying all Subcontractors and Suppliers of this requirement.
- C. If by Independent Test Laboratory studies, the County discovers any asbestos products have been used on this project, the Contractor will be liable for necessary consulting fees, removal of asbestos

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- products and installation of new product of similar value.
- D. The General Contractor, the Mechanical Subcontractor, Electrical Subcontractor, Floor Subcontractor, Ceiling Tile Subcontractor, and Insulation Subcontractor shall provide, prior to substantial completion, a certification by the President of the Construction Company stating that no asbestos products have been used on this project and referring to the Agreement to remove any asbestos products, if discovered, addressed to the Superintendent of the Clay County District Schools.

PART 16 – JESSICA LUNSFORD ACT

A. Refer to Section 00001, Request for Bid.

(END OF SECTION 00900)

SUMMARY OF WORK

PART 1 - GENERAL

- 1.1 Related Documents: The General Conditions, Supplementary Conditions, and Special Conditions, (if any), together with Specifications Division 1 respective portions of the Drawings, shall be included as part of each Section of each Division of the Specifications.
- 1.2 This Division modifies and/or adds to the requirements of the General Conditions and Supplementary Conditions. Those portions of the General Conditions and Supplementary Conditions not modified shall remain in full force and effect as published and those additional requirements of this Division shall become a part of the "Conditions of the Contract", for this project.
- 1.3 Each and every Contractor, Subcontractor and Sub-Subcontractor and Supplier shall familiarize themselves with this Division and comply with the provisions contained herein.

PART 2 - CONTRACTOR'S DUTIES

2.1 Contractor's Duties:

- 1. Except as specifically noted, provide and pay for the following to include, but not be limited to, purchase or rental:
 - A. Labor, materials and equipment.
 - B. Tools, construction equipment and machinery.
 - C. Temporary utilities required for construction.
 - D. Other facilities and services necessary for proper execution and completion of Work.
 - E. Provide an on-site full-time employee to supervise, direct, and instruct and be responsible for all construction activities, to include, but not be limited to, construction procedures and sequences, work safety, techniques of construction, conducting tests and all other activities as defined or designated in the Contract Documents.
- 2. Pay legally required sales, consumer and use taxes as specifically noted in the Contract Documents.
- 3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of starting Work, to include, but not be limited to:
 - A. Permits.
 - B. Government Fees.
 - C. Licenses.
- 4. Give required notices to County, Architect/Engineer and regulatory agencies as required by Law or Contract Documents, to include, but not limited to:
 - A. Start of Work.
 - B. Disconnection or interruption of utilities.
 - C. All Testing required by Contract Documents or as directed by County or Architect/Engineer.
 - D. Delivery of materials.
 - E. Disruption of Property Owner's activities.
 - *Insure that no construction activities interfere with school functions without prior approval from project manager.

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- 5. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities.
- 6. Enforce strict discipline and good order among employees. Do not employ to work:
 - A. Unfit persons, to include, but not be limited to, as follows:
 - 1. Under the influences of alcohol or illegal drug substances.
 - 2. Disorderly, abusive, rowdy.
 - 3. Disruptive to work progress.
 - 4. Any behavior deemed by Property Owner to be unsuitable and offensive.
 - B. Persons not skilled in assigned tasks, to include, but not be limited to:
 - 1. Unskilled.
 - 2. Inexperienced.
 - 3. Unlicensed.
 - 4. Unsupervised.
- 7. Prohibit consumption of alcohol, drugs or other substances prohibited by, and in violation of state laws and dismiss any person found to be under the influence or consuming such substances while on site whether during, before or after work hours.
- 2.2 Contracts: Construct Work under a single lump-sum contract.

2.3 Work Sequence:

- 1. As Property Owner may occupy and use substantially completed buildings and site, coordinate Work so as not to inconvenience or disrupt the Property Owner's continued occupancy and use.
- 2. Do not disconnect or interrupt utilities without prior approval to the Property Owner and Architect/Engineer.
- 3. Do not encumber school parking areas, access to buildings, walkways and other such school facilities with equipment, materials, trash or vehicles without prior notice to, and consent of, Property Owner.

2.4 Use of Premises:

- 1. Confine operations at site to areas permitted by:
 - A. Property Owner.
 - B. Law.
 - C. Ordinances.
 - D. Permits.
 - E. Contract Documents.
- 2. Do not unreasonably encumber site with materials, equipment or trash.
- 3. Assume full responsibility for protection and safekeeping of any equipment at any buildings and grounds open or accessible to workmen, whether employees of the General Contractor, Subcontractors or Sub-Subcontractors, to include, but not be limited to, damaged, abused or marred equipment, buildings, or other such facilities.
- 4. Coordinate location of stored products, materials, or equipment with Property Owner.
- 5. Confine use of site to areas shown on Drawings or as designated by Property Owner.
- 6. Move any stored products, materials, or equipment which may interfere with operations of Property Owner.
- 7. Use of Site:
 - A. Confine use of site to buildings designated under the Contract Documents.
 - B. Areas designated by Property Owner for storage.
 - C. Maintain a clean site at all times.

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2.5 Reference Standards: Where references or standard specifications, (i.e., Federal Specifications, ASTM, ANSI, ACI, etc.) are made a part of these Specifications, they shall be the Latest Edition or revision effective on date and acceptable to local building authorities.

(END OF SECTION 01010)

COORDINATION, INSPECTION AND PROTECTION

PART 1 - GENERAL

- 1.1 Related Documents: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions, (if any), along with the General Requirements, apply to the work specified in this Section.
- 1.2 The Contractor shall compare and coordinated all Drawings and Specifications. When in the opinion of the Contractor, a discrepancy exists, and he shall promptly report it to the Architect/Engineer for proper adjustment before proceeding with the work.
- 1.3 In the event that certain features of the construction are not fully shown on the Drawings, then their construction shall be of the same character as for similar conditions that are shown or noted.
- 1.4 Prior to commencing any work, the Contractor shall satisfy himself as to the accuracy of all survey data as indicated in these Plans and Specifications and/or as provided by the County. Should the Contractor discover any inaccuracies, error or omissions in the data survey, he shall immediately notify the Architect/Engineer in order that proper adjustments can be anticipated and ordered. Commencement by the Contractor of any work shall be held as an acceptance of the survey data by him after which time the Contractor has no claim against the County resulting from alleged errors, omissions or inaccuracies of the said survey data.

1.5 General Coordination:

- A. Coordinate the work of all trades so that any related work or items shown or specified elsewhere throughout the documents are included and the work completed as intended.
- B. Coordinate the work of all trades so that each will have sufficient space and time within which to work properly and efficiently.
- C. Changes in the intended design of the project as a result of improperly coordinated construction work will not be allowed. Delays in the work caused by rejections of installed materials due to improper coordination, and as otherwise specified, will not be considered valid justification for extensions of Contract time if such are requested by the Contractor.
- 1.6 Insofar as practical or if directed by the Architect/Engineer, H.V.A.C. systems and lighting levels shall be operational at designed levels prior to installation of painting materials, acoustical ceiling tiles, wall coverings and like items which could be damaged by unstable environmental conditions.

1.7 Altering of Structural Members:

- A. No structural member shall be omitted, notched, cut blocked out or altered for any reason without express written prior approval by the Architect/Engineer.
- B. If any structural member is found to have been altered it shall be corrected as directed by the Architect/Engineer at no additional cost.
- 1.8 No deviation in the location of plumbing, mechanical, or electrical as shown will be allowed without approval of the Architect/Engineer.

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PART 2 - PRODUCTS

2.1 Each trade shall review the work required of other trades and be aware of what products will be installed adjacent to their work. Complete, approved submittals and show drawings of the other trades shall be available for review at the job site at all times.

PART 3 - EXECUTION

- 3.1 All areas, substrates and conditions under which any and/or all materials are to be installed shall be inspected and any conditions detrimental to proper and timely completion of the installation shall be documented to the Architect/Engineer. Work shall only proceed when such conditions have been properly corrected.
- 3.2 Protection: Coordinate the work of each trade so that upon completion of any installation protective conditions are maintained to ensure the work will be without damage or deterioration at the time of acceptance.

PART 4 - INSPECTION PROCEDURES

- 4.1 The Contractor shall request from the School District of Clay County Building Department all inspections identified on the building permit, the Florida Building Code, and other codes as applicable. This request shall be made a minimum of 24 hours in advance of the desired inspection time. The request shall be made in writing by fax. A copy shall also be sent to the project Architect/Engineer that he/she will coordinate the particular engineer to be present as required. The inspection will be made per the approved signed and sealed drawings, submittals/shop drawings.
- 4.2 The Building Code inspector will sign off once the inspections have been accomplished. The Contractor's superintendent will also sign the inspection form and will be provided the original for his/her records.
- 4.3 Should a particular section fail an inspection, the Contractor shall make appropriate correction and re-submit for reinspection. Provide again 24 hours notice.
- 4.4 The Contractor is required by the specifications to perform other test and inspections. The Contractor shall maintain in the field office copies of all test reports for review by the Building Code Inspector.
- 4.5 Occupancy Inspection the Contractor shall notify the School District of Clay County Building Department when he/she is ready for the occupancy inspection. Upon successful completion of the occupancy inspection, a certificate of occupancy will be issued/

(END OF SECTION 01040)

CODES, PERMITS AND FEES

PART 1 - GENERAL

- 1.1 Related Documents: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions, (if any), along with the General Requirements, apply to the work specified in this Section.
- 1.2 Procedures for marking application for the Building Permit:
 - A. After the County has approved/awarded the contract, the District will prepare the application and attach it with the contract documents for the contractor's signature.
 - B. The application is to be returned to the School Board at the same time the contractor executes his contract.
 - C. The Building Permit will be issued to the contractor prior to work commencing.
- 1.3 All work contained under this Contract is based on the requirements contained in the latest edition to:
 - A. Florida Building Code
 - B. Florida Fire Prevention Code
 - C. Florida Plumbing Code
 - D. Florida Mechanical Code
 - E. NFPA 101, Life Safety Code
 - F. NFPA 90A
 - G. NFPA 80
 - H. NFPA 13
- 1.4 Contractor and all Subcontractors shall comply with all laws, codes, and ordinances applicable to the work. This shall include Federal, State, County and/or Municipal Entities having jurisdiction. Refer to Part 25 of Section 00100 for information on permits and governing codes for school facilities.
- 1.5 If governing Laws, Codes or Ordinances conflict with this Specification, then the Laws, Codes or Ordinances shall take precedence, except where these Specifications exceed them in quality of materials or labor, then the Specifications shall be followed. When a conflict occurs, the Architect/Engineer shall be notified before proceeding with the work.
- 1.6 Except as otherwise required by this Section, all products and workmanship shall conform to the best quality and practices recognized by Agencies, Associations, Councils, etc., as specified in individual Sections. In the absence of specified standards, the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

(END OF SECTION 01060)

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SECTION 01070

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 Description:

- A. Related Work Specified Elsewhere:
 - 1. Demolition, Section 02 41 00.
- B. Cutting: Execute cutting (including excavating), fitting or patching of Work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of Work, or ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to Contract Documents.
 - 5. Install specified Work in existing construction.
 - 6. Remove samples of installed Work as specified or designated and directed by County and/or Architect/Engineer for testing.
- C. In addition to Contract requirements:
 - 1. Uncover Work to provide observation of covered Work.
 - 2. Remove Work to provide for alteration of existing Work.
- D. Do not endanger Work by cutting or altering Work or any part of it.

1.2 Samples:

- A. Should conditions of Work, or schedule, indicate change of materials or methods, submit written recommendation to Architect/Engineer, to include, but not limited to:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials and methods.
 - 3. Submittals for substitute materials.
- B. Submit written notice to County and Architect/Engineer designating time Work will be uncovered to provide for observations.

1.3 Payment for Costs:

- A. Costs incurred and caused by ill-timed sequence of installation or defective materials or unacceptable methods of installation and not conforming to Contract Documents, including, but not limited to, additional Architect/Engineer fees, testing and removal and replacement costs shall be borne by the General Contractor.
- B. Costs incurred and caused by Work done on written instructions and directions of County or Architect/Engineer other than removal and replacement of defective or non-conforming Work, will be borne by the County.

1.4 Inspection:

- A. Inspect existing conditions of Work, including elements subject to movement or damage during:
 - 1. Cutting and patching.
 - 2. Demolition.
- B. After uncovering Work, inspect conditions affecting installation of new products.

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1.5 Preparation:

A. Prior to cutting:

- 1. Provide shoring, bracing and support as required to maintain structural integrity of Work.
- 2. Provide protection for other portions of Project.
- 3. Provide protection from elements.

1.6 Performance:

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
- C. Restore Work which has been cut or removed; install new products to provide completed Work in accord with Contract Documents.
- D. Refinish entire surface(s) as necessary to provide an even finish.

(END OF SECTION 01070)

SUBSTITUTIONS

PART 1 - GENERAL

1.1 Description:

A. Substitutions include those made during the submittal phase or during the course of the construction as conditions require. All substitutions require the approval of the Architect in writing to be considered acceptable.

PART 2 - PRODUCTS

2.1 List:

- A. Within thirty (30) days after the date of Award of Contract, submit to the Architect five (5) copies of a complete list of all products which are proposed for installation.
- B. Tabulate the list by each specification section.
- C. For products specified under reference standards, include in the listing of each product:
 - 1. Name and address of manufacturer.
 - 2. Grade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Performance and test data.
 - b. Reference standards.

2.2 Contractor's Options:

- A. For products specified only the reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer among those named.
- C. For products specified by naming only product and manufacturer there is no option, and substitution will be allowed only by the process outlined below.

2.3 Substitutions:

- A. During bidding, the Architect will consider written requests for substitutions, received at least ten (10) days prior to the bid Date. Requests received after that time will not be considered.
- B. In connection with the use of any substitute item approved by the Architect, it shall be the Contractor's responsibility to see that such items meet all space requirements and that any alterations to connecting items necessitated by use of the alternate items are properly made. Starters, connections, and other accessories are to be included and their requirements coordinated with other Subcontractors, with no increase in cost to the County.
- C. Specific reference in the Specification to any article, device, product, materials, fixture, form or type of construction, etc. by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Specific reference in the Specifications does not exempt the bidder from meeting all of the specific technical requirements of the Specifications.
- D. In making request for substitutions, the bidder represents:
 - 1. He has personally investigated the proposed product or method and determined that it is equal

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- or superior in all respects to that specified.
- 2. He will provide the same guarantee for the substitution into work, making such changes as may be required for work to be complete in all respects.
- 4. He waives all claims for additional costs related to the substitution which consequently becomes apparent.
- 5. The manufacturer will warrant that his materials used for this application is acceptable.
- E. In order to allow the fullest competition, consistent with the County's interests, the Architect will give consideration, prior to submission of proposals, to requests for approval of products and materials competitive with and similar to those specified by proprietary name. To be considered and in order to facilitate the Architect's review of requests for approval of substitutions for specified products or materials, all such requests shall be made in writing in the form of the following "Request for Prior Approval:"

PART 3 – EXECUTION

3.1 Notification

A. Products and materials that have been approved by the Architect will be listed in Addenda to the Bidding Documents furnished to all Bidders. Following the receipt of Bids, no further requests for substitution of products or materials will be considered.

(END OF SECTION 01100)

JOB SITE ADMINISTRATION

PART 1 - GENERAL

- 1.1 **Related Documents:** The General Provisions of the Contract, including the General Conditions. Supplementary Conditions and Special Conditions, (if any), along with the General Requirements, apply to the work specified in this Section.
- 1.2 **Superintendent:** The Contract shall provide a qualified, full-time superintendent at the project site throughout the construction.
 - A. The Superintendent shall maintain, at the job site, a complete and accessible file containing all submittals, shop drawings and samples approved by the Architect as well as supplemental erection of installation instructions for these items.
 - B. The Superintendent or his designee will be present on the job site at all times the job site is manned by the Contractor or any Subcontractor. This will ensure the Architect, Property Owner or County representative will have access to a representative of the Contractor at all times.
 - C. 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.
 - D. The Superintendent will ensure that any Property Owner equipment/instructional material left in the construction area shall not become a victim of theft, damage, or destruction. The Property Owner will be responsible to ensure all Property Owner equipment/instructional material left in the construction area are under lock and key or be so protected as to not allow them to be easily removed.
 - E. The Contractor shall not remove the Superintendent without first contacting the Architect in writing. Then only by providing the new Superintendent enough time to familiarize themselves with the project.
- 1.3 **Field Office:** The Contractor shall furnish, equip and maintain at the job site a temporary field office for the use of the superintendent and occasional use by the Architect, engineers or their representatives. The office shall be weather-tight, with a telephone, fax, beeper and adequate heating, ventilation and cooling. Lighting and furnishings shall be adequate for reading blueprints. These facilities shall be property of the Contractor and shall be removed by him upon completion of the work.
- 1.4 **Site Access:** Access to the site and construction operations shall at no time interfere with normal business operations of existing neighboring buildings or their parking, nor cause damage to any of the existing buildings, paving, utilities or landscaping. In the event that any should occur, the Contractor shall repair, replace or otherwise correct the damage at his own expense.
- 1.5 **Periodic Cleaning:** The Contractor shall maintain the building and site in a safe manner, free from accumulation of construction debris. Clean daily and remove debris at least once a week.
- 1.6 **Governing Authorities:** Comply with the requirements of the governing authorities concerning the use of the public streets and right-of ways for deliveries, access and construction. Maintain in good condition and repair or replace pavement, curbs, utilities and other improvements damaged during construction to the satisfaction of the governing authority having jurisdiction.

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1.7 **Preconstruction Conference:** Before beginning work at the site the General Contractor shall attend a preconstruction conference scheduled by the Architect and bring with him the Superintendent employed for this project. In the event the Contractor is unable to attend, he shall send a letter of introduction by the Superintendent in which he advises the Superintendent's full name and states that he is assigned to the project and will be in full responsible charge. 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.

1.8 **Preconstruction Meeting Procedure:**

- A. Attendance
 - 1. Property Owner
 - 2. Architect
 - 3. Engineers
 - 4. General Contractor
 - 5. Superintendent
 - 6. Subcontractors of major work
 - 7. School Administrator (optional)
 - 8. Building Department Designee (optional)
 - 9. County Designee (optional)
- B. Agenda
 - 1. Tentative construction schedule
 - 2. Critical work sequencing
 - 3. Relation and coordination of subcontractors
 - 4. Designation of responsible personnel and duties
 - 5. Processing of field decisions and Change Orders
 - 6. Submittals of Shop Drawings
 - 7. Inspection Process
 - 8. Use of premises and site.
 - 9. Delivery of materials.

(END OF SECTION 01200)

SUBMITTALS

PART 1 - GENERAL

1.1 **Related Documents**: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions, (if any), along with the General Requirements, apply to the work specified in this Section.

1.2 Construction Schedule:

- A. The Contractor, within ten (10) days of award of the Contract, shall prepare and submit, with approval of the Architect/Engineer, a complete graphic construction schedule showing dates upon which each item or Subdivision of the work shall begin and end. Schedule shall also show required delivery dates for material or equipment to be supplied by the County.
- B. The graphic schedule shall be divided into at least weekly periods so that at any period the actual state of the work may be clearly determined.
- C. Schedule shall be updated monthly and distributed to appropriate agencies.

1.3 Manufacturer's Specifications:

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

PART 2 - PRODUCTS

2.1 Show Drawings and Samples:

- A. Shop Drawings and submittals as required by other Sections of these Specifications shall be submitted in a timely manner, dated and contain the following: name of project; and complete description or names of equipment, materials and items, and complete information including locations which materials are to be installed, and methods of attachment or anchorage.
- B. Shop Drawings shall be accompanied by transmittal letter containing project name, Contractors name, number of drawings, titles and other pertinent data. Each submittal shall be numbered sequentially and the reference number used as identification on all correspondence.
- C. Submittals shall be on opaque paper and may also be manufacturers printed data sheets adapted to the project requirements. Submit in sufficient quantity to provide the following:
 - 1. Copy for Property Owner
 - 2. Copy for Architect and Engineer (if appropriate)
 - 3. Copy for Consultant (if appropriate)
 - 4. Copies required by Contractor
 - 5. Copy for job site
 - 6. Copy for Subcontractor

Number of submittals required will be determined at the Pre-construction meeting.

D. Shop Drawings submitted to the Architect/Engineer for his approval shall first be checked and approved by the Contractor, the prima facie envelope of which shall be a "checked" stamp marked "Approved as Noted" on each Shop Drawing, placed thereon by the Contractor. Shop

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Drawings received without the Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the Architect/Engineer and marked by him in one of the following ways:

- 1. No exception taken.
- 2. Comply with markings.
- 3. Revise and re-submit.
- E. Samples required shall be as specified and shall include identification of the specific item and the submittal number to which it applies. Samples shall be furnished for at least the following items:
- F. 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, manufacturer and shipment of items to job site in sufficient time to prevent delaying Progress Schedule.
- G. 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.
- H. The County will not grant time extension based on delays due to improper scheduling of work; and the County, at his discretion, may withhold progress payments until such time as these requirements are fully satisfied.
- I. Provide Shop Drawings and/or Descriptive Literature of other items as required in the Technical Sections of the Specifications.
- 2.2 Warranties and guarantees shall begin on the official date of substantial completion and shall be in effect for a minimum of one year unless specified for a longer period. Include all specific items covered, company name(s) and addresses and name of person authorized to warrant or guarantee items, if not blanket coverage.
 - A. If, within any guarantee period repairs or changes are required in connection with the guarantee work which, in the opinion of the Architect or Engineer, 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 County, and without expense to the County, 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 or Engineer, are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contracts; and
 - 3. Make good any work; materials; equipment; contents of structures or site disturbed in fulfilling any such guarantee. If the Contractor, after notice, fails to proceed promptly to comply with the terms of guarantee, the County may have the defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.
- 2.3 **Operations and Maintenance Manuals**: Refer to Section 01730, Operation and Maintenance Manuals.

2.4 Review of Submittals:

- A. Architect/Engineer's review is for general compliance with Contract Documents. Markings do not relieve Contractor from compliance with requirements of Contract Documents. The Contractor is responsible for correctness of dimensions and details and for coordination of the work of all trades.
- B. Any submittal marked "Revise and Resubmit" shall be corrected in a timely manner and clearly

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marked as a re-submittal.

2.5 Written Documents:

- A. All written documents, including letters, transmittals and requests by the Contractor shall be on standard letter or legal-size paper and include Contractor's name, project name, Architect/Engineer's project number, date, and be signed by authorized personnel.
- B. The Architect/Engineer, in noting and marking submittals, will use the color red. The Contractor shall use the color green. All other colored markings shall be disregarded.
- C. Contractor shall have at least one complete set of Contract Documents, approved submittals and Shop Drawings on the job site at all times, when work is in progress.

2.6 Record (As-built) Drawings:

- A. During the progress of the work, the job superintendents shall record on their field sets of drawings the exact locations of all work which was not installed exactly as shown on the Contract documents.
- B. Upon Final Completion of the Work, one of two methods shall be used:
 - 1. The as-built data shall be transferred by a competent draftsman to a CAD drawing, in AutoCAD 2013 format. These shall be submitted to the Architect for review and submittal to the Property Owner on a CD.
 - 2. The as-built data shall be drawn to scale in ink on clean copies of the Contract Documents by a competent draftsman. These drawings shall then be scanned by a reprographics company and stored as PDF files on a CD for submittal to the Architect for review and submittal to the Property Owner. The PDF files shall be oriented correctly and the filenames shall reflect the project number and sheet number of the scanned drawing.
- C. Each sheet shall bear the date and name of the Subcontractor submitting the Drawings. One set of black line prints shall be submitted to the Architect for review upon completion.
- D. As-built finals shall be delivered at Final Completion as part of the close-out documents.

(END OF SECTION 01300)

PROGRESS REPORTING

PART 1 – GENERAL

- 1.1 **Submission of Construction Schedule**: Within ten (10) days after the date of the County's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the Architect four (4) copies of the proposed Construction Schedule graphically depicting the activities required to complete the project, and showing the sequence in which the Contractor proposes each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The schedule shall, as a minimum, separate the work as outlined in the various specification sections. The Architect shall have the right to request further subdivision of the schedule to clarify the construction sequencing.
- 1.2 **Monthly Review of Schedule**: At least once each month, the Architect shall determine whether the Construction Schedule developed and submitted by the Contractor meets the requirements stated above and whether the progress of the Work complies with the Contractor's schedule. Failure of the Contractor to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the Architect to find the Contractor in substantial default and certify to the County that sufficient cause exists to terminate the Contract or to withhold any payment.
- 1.3 **Progress Charting**: Following the development and submittal of the Construction Schedule, the Contractor shall, at the end of each calendar month, update and/or revise the Construction Schedule to show the actual progress of the Work performed and the occurrence of all events which have affected or will affect the progress of the work yet to be performed. Each such update and/or revision to the Construction Schedule shall be submitted to the Architect in duplicate. Failure of the Contractor to update, revise and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect to find the Contractor in substantial default and certify to the County that sufficient cause exists to terminate the Contract or to withhold payment to the Contractor until a schedule or schedule update acceptable to the Architect is submitted.
- 1.4 Early Substantial Completion: The Contractor shall have the option of scheduling a Substantial Completion earlier that the date established by the Contract Documents for Substantial Completion' provided the earlier Substantial Completion date is acceptable to the County. The consideration of an early completion will be entertained 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 the County or anyone under the County's control. Should events occur during the performance of the Work which would justify the granting of an extension of the Contract time pursuant to the provision of Article 8 of the General Conditions which form a part of the Contract Documents, the Contractor shall be entitled to receive only such an extension of the Contract Time as is determined by the Architect to be due the Contractor as follows:
 - 1. In the event the current Contractor's schedule indicates completion **ahead of** the contractually established date for Substantial Completion, the time extension to the Contract shall be determined as the total time directly affecting the critical path of the schedule and will be added to the end date of the schedule thereby making a new end date beyond the contractual completion date.
 - 2. In the event the current Contractor's schedule indicates completion **at or after** the contractually established date for Substantial Completion, the time extension shall only be added to the

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contractually established date for Substantial Completion and shall be determined by the Architect as the portion of delay time directly affecting the critical path of the current approved contract schedule.

PART 2 – PRODUCTS

- 2.1 **Submission**: As accompaniment to the monthly updated Progress Schedule, the Contractor shall submit a Monthly Progress Report in a concise format approved by the Architect. The Monthly Progress Report shall address separately each of the following topics:
 - 1. General progress of the work during the preceding month.
 - 2. Progress outlook for the upcoming month.
 - 3. Change Orders, including status of any pending changes in the work.
 - 4. Delays in the work during the preceding month; current or anticipated delays; any decisions required.
 - 5. Information needed from the Architect or Engineer.
 - 6. Information needed from the Property Owner.
 - 7. Information needed from the County.

(END OF SECTION 01320)

TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 **Description**:

- A. Work included: Temporary facilities and controls required for this project include, but are not necessarily limited to:
 - 1. Temporary utilities such as water and electricity.
 - 2. Field offices and sheds,
 - 3. Sanitary facilities.
 - 4. Enclosures and coverings such as fencing, tarpaulins, barricades and canopies.
 - 5. Construction site security.
 - 6. Fire protection.
 - 7. Traffic maintenance.
- B. Related Work Described Elsewhere:
 - 1. Compliance with safety regulations: Compliance with all requirements of pertinent regulations is described in General Conditions.
 - 2. Subcontractor Equipment: Except for equipment furnished by Subcontractors, all other equipment shall comply with all requirements of pertinent safety regulations. The ladders, hoists, planks and similar items normally furnished by individual trades in execution of their own portions of the work are not part of this Section of these Specifications.
 - 3. Utility Hook-Up: Installation and hook-up of the various utility lines are the responsibility of the Contractor.

1.2 **Product Handling**:

- A. Protection: Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
- B. Replacements: In the event of loss or damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the County.

PART 2 – PRODUCTS

2.1 Utilities:

- A. Temporary Utilities:
 - 1. General: Provide and pay all costs for all gas, water and electricity required for the performance of the work.
 - 2. Temporary Piping:
 - a. Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.
 - b. Where the installation of water meters are required to obtain temporary water, install meters of a size to accommodate requirements of the finished project.
 - c. Where the existing water system at the project site does not have sufficient pressure to provide water at outlets, provide temporary pumps, tanks and compressors as necessary to produce required pressures.
 - 3. Temporary Electricity:
 - a. Furnish and install all necessary temporary wiring and associated equipment.
 - b. Furnish and install area distribution boxes so located that the individual trades may use their

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- won construction-type extension cords to obtain proper power and artificial lighting at all points where required by inspectors and for safety.
- c. Should a building or portion of the project be occupied by Property Owner after Substantial Completion but before Final Acceptance, the metered cost of electricity for the occupied portion will be borne by Property Owner from the time of partial occupancy until final Completion.
- 4. Telephone: Mobil phone service is acceptable for this project. Wired phone service can be provided at the discretion of the Contractor and provided he bear all costs.

2.2 Sanitary Facilities:

- A. Furnish and install all required temporary toilet facilities for use by all personnel. Comply with all minimum requirements of public agencies having jurisdiction.
- B. Permanent plumbing fixtures within the building shall not be used during construction.
- 2.3 **Enclosures**: Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all required safety and other pertinent regulations.
- 2.4 **Construction Site Safety**: The Contractor shall take all measures necessary to ensure the security of the construction site.
- 2.5 **Temporary Fire Protection**: Provide fire protection equipment during the entire construction period as required by the authority having jurisdiction
- 2.6 **Traffic Maintenance and Control**: Whenever the Contractor's operations affect public vehicular or pedestrian traffic, the Contractor shall be responsible for the installation and maintenance of any and all traffic control devices as deemed necessary by the authority having jurisdiction.

PART 3 - EXECUTION

3.1 Removal:

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Architect.
- B. Contractor shall furnish three (3) contract names and phone numbers for emergency calls.

(END OF SECITON 01500)

BARRIERS

PART 1 - GENERAL

1.1 **Scope**:

It is the intent of this section to provide for the furnishing, erecting, providing and installing of all protective barriers to prevent harm to workmen or students by adequately marking and designating work areas that may be cause of such harm and to adequately mark those areas containing stored materials to prevent damage.

1.2 **Description**:

- A. Erect barriers around areas of construction to warn all persons of the possible hazards of personal injury when entering such areas.
- B. Erect barricades around open holes and work edges or other such items which may, because of location of work areas or type of work, because of injury or harm to any person within construction areas.
- C. Erect barriers around existing planting areas to protect landscaping plants from damage due to construction operations, storage of materials and abuse by workmen.
- D. The Contractor shall erect barriers or fences to protect materials stored on-site and to prevent children from playing on stored materials and equipment.

PART 2 - PRODUCTS

2.1 **Barriers**:

- A. Barricade may be portable, prefabricated types or erected and fabricated on-site of wood or rope and chains.
 - 1. Signs: post at not more than 12 feet apart and attached to barricade.
 - a. Attach signs stating "Danger" or "Do Not Enter".
 - 2. Flags: post red colored flags at not more than 6 feet apart.
 - 3. Each barricade type shall meet OSHA standards.
 - a. OSHA standards exceed all other type barricades listed herein.
- B. Landscaped Areas: Erect barriers to prevent workmen from entering or storing materials in planting areas.
- C. Existing Trees:
 - 1. Erect barriers to prevent damage to existing trees and to prevent the compaction of top soil within the tree drip-line.
 - 2. Barriers shall be placed at the edge of the canopy drip, and in no case less than ten (10) feet from the trunk of any existing tree.
 - 3. Tree protection barriers are to remain in place until the acceptance of Final Completion.
 - 4. Should barriers be damaged or removed at any time during construction, the Contractor shall re-erect the barrier to maintain a continuous protection of the tree.
 - 5. Should an existing tree be damaged and/or die during the warranty period through the failure of the Contractor to erect and maintain a protective barrier, the Contractor shall replace the inches with new trees of similar type (hardwood or softwood).
 - 6. Should an existing tree die during the warranty period where the Contractor installed and

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maintained a protective barrier in accordance with these specifications, the Contractor shall remove the tree, if so directed by the County, and at the County's expense.

PART 3 - EXECUTION

- 3.1 Barriers shall remain in place during entire construction operations, from demolition until substantial completion.
- 3.2 Barrier locations will be determined on the plan sheet as approved by Project Manager/Architect/Engineer and will be discussed at the Pre-construction Meeting.
- 3.3 Barriers shall be removed at completion of all construction operations.

(END OF SECTION 01530)

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SECTION 01531

TEMPORARY FENCING

PART 1 – GENERAL

1.1 Scope: It is the intent of the Section to provide for the furnishing and installing of the temporary fencing and all associated work and accessories. The contractor shall install temporary fencing to separate the work area including the stored materials from the remainder of the school site.

1.2 **Description**:

- A. Contractor will bear all fencing expenses.
- B. Work included is a convenient listing of the significant items described with this Section and shall not be construed as the only work applicable or related to this Section.
- C. Work includes, but is not limited to:
 - 1. Chain link fabric.
 - 2. Posts.
 - 3. Gates.
 - 4. Accessories.
- 1.3 **Quality Assurance**: Erector shall have a minimum of three (3) years experience installing similar fencing.
- 1.4 **Submittals**: Submit manufacturer's products data describing installation methods procedure with standard drawings of fence and gate installation.

PART 2 – PRODUCTS

2.1 General: Fence components shall be galvanically compatible.

2.2 Chain Link Fabric:

- A. Fed Spec RR-F-00191/1, Type II.
- 1. Once piece fabric, full height 6 ft.
- 2. Mesh size 2".
- 3. Wire diameter finish gauge 11.
- 4. Knuckle to knuckle.

2.3 Gates:

- A. Fed Spec RR-F-00191/2, Type I, double swing.
 - 1. Fabric: Same as fence fabric.
 - 2. Hinges: Standard type.
 - 3. Latches: Plunger bar type, operable either side of gate with padlock hasp.

2.4 Framework:

A. Posts: Fed Spec RR-F-00191/3, Type I, Class 3.

PART 3 – EXECUTION

3.1 **Preparation**:

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- A. Measure and lay out complete fence line according to the site drawings. Measure parallel to the surface of the ground. Run fence to the existing fence for a temporary tie in.
- B. Locate and mark position of post. Locate line posts at equal distance spacing not exceeding 10' centers. Locate corner posts at positions where fence changes direction more than 10 degrees.

3.2 Installation:

- A. Posts:
 - 1. Maximum of 8' spacing.
 - 2. Minimum of 2' depth.
- B. Fabric:
 - 1. Stretch fabric tight between terminal posts. Position bottom of fabric approximately 1" to 2" above ground level at each post.
 - 2. Attach fabric to terminal post using tension bars and tension band.
 - 3. Attach fabric to line posts using wire ties or clips.
- C. Gates:
 - 1. Install gates plumb and level 1/4" to 10 ft.
 - 2. Adjust hardware to provide smooth operation.

3.3 Removal:

a. Remove fencing at completion of construction. Remove all evidence of fencing. Fill holes and tamp. Remove all cuttings, clippings and concrete.

(END OF SECTION 01531)

MATERIALS, STORAGE AND PROTECTION

PART 1 - GENERAL

- 1.1 All materials shall be new and delivered to the site in original manufacturer's or fabricator's bundles, packages, containers, etc. and tagged or otherwise marked or labeled for proper identification.
- 1.2 Store all materials in appropriate manner from elements and weather off ground, under cover or in enclosures as required by manufacturer's recommendations, code or trade association recommendations.
- 1.3 Ventilate enclosed or covered areas to prevent moisture damage to materials.
- 1.4 Do not allow materials to become unusable by contamination from foreign matter, frost, ice, rust, corrosion, etc.
- 1.5 Obtain all similar types of materials or products form single manufacturer, produced by similar or duplicate methods. Do not change sources or brands during the course of the work unless approved by the Architect/Engineer.

PART 2 - PRODUCTS

2.1 As required by specifications.

PART 3 - EXECUTION

- 3.1 Inspect all materials and products prior to installation or incorporation into the work.
- 3.2 Do not install materials or items which are damaged or otherwise not acceptable. Acceptance of project is contingent upon all items or materials being in proper operating condition and free from defects, blemishes or damage.
- 3.3 Install all items specified or referenced by specification in locations and manner shown or required. Proprietary items shall be installed in manner and under conditions recommended by the manufacturer.

(END OF SECTION 01620)

CONTRACT CLOSEOUT

PART 1 – SUBSTANTIAL COMPLETION

- 1.1 **Related Documents:** The General Provisions of the Contract, including the General Requirements, Supplementary Conditions, and Special Conditions, (if any), apply to the Work specified in this Section.
- 1.2 The term 'Substantial Completion' shall mean that the construction is completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that after receipt of a Certificate of Occupancy, the Property Owner can occupy the building and/or utilize the facility for the full use for which it was intended. All construction is completed and only closeout documents remain.

A. Checklist for Substantial Completion:

- 1. Water main clearance (as required).
- 2. Sewer clearance (as required).
- 3. Fire Alarm Certification.
- 4. Bacteriological Water Test.
- 5. Kitchen Hood Certification (as required).
- 6. Sprinkler Certification (as required).
- 7. Any other requirements listed in the Plans and Specifications.
- 8. Certificate of Occupancy.
- 1.3 Note that per Florida Building Code Section 423.6.1, Occupancy during Construction, "facilities, or portions of facilities shall not be occupied during construction, unless exits, fire detection and early warning systems, fire protection, and safety barriers are continuously maintained and clearly marked at all times."

PART 2 – FINAL COMPLETION

- 2.1 Final Cleaning: Refer to Section 01710, Cleaning.
- 2.2 **Record Drawings**: Refer to Section 01300, Submittals.
- 2.3 **Operations and Maintenance Manuals**: Refer to Section 01730, Operation and Maintenance Manuals.

2.4 Final Payment:

- A. A Certificate of Occupancy issued by the Clay County School Board Building Department is required as a condition of Final Completion. Failure to obtain or otherwise satisfy the requirements for a Certificate of Occupancy will result in the failure to achieve Final Completion and shall be grounds for liquidated damages.
- B. Final payment shall be made to the Contractor as provided by the Agreement and upon receipt of the following:
 - 1. Operations and Maintenance Manuals.
 - 2. Application for Payment.

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- 3. Consent of Surety to Final Payment.
- 4. Final release of lien from General Contractor.
- 5. Extra Materials (as specified).
 - a. Supply (2) of each lighting fixture type for Owner's use. Not Applicable.
- 6. Warranties and Bond
 - 1. Warranties and guarantees shall begin on the official date of substantial completion and shall be in effect for a minimum of one year unless specified for a longer period. Include all specific items covered, company name(s) and addresses and names of person authorized to warrant or guarantee items, if not blanket coverage.
- 7. Completion of Architect Punch List for final completion.
- 8. Certificate of Contract Completion.
- 9. Other Certifications as Required:
 - a. Asbestos-free certification letter.
 - b. Lead-free certification letter.
 - c. Tox Substances.
 - d. Water Clearance Test.
 - e. Fire Alarm Operation Certification.
 - f. Structured Cabling System; Prepare a written record of inspections, tests, and detailed test results in the form of a test log.
 - g. Termite Treatment Certification.
 - h. Grease Trap Certification/Inspection Report.
 - i. Kitchen Hood Certification ANSL.
 - j. Emergency Generator: Load test and certificate.
 - k. As-Built site Elevation and pond As-Built Certification by Florida-certified surveyor (4 copies minimum).
 - 1. Stage Curtain Fire Proofing Certification.

(END OF SECTION 01700)

CLEANING

PART 1 - GENERAL

1.1 Description:

- A. Work Included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this Section.
- B. Related Work Described Elsewhere: In addition to standards described in this Section, comply with all requirements for cleaning as described in various other Sections of these Specifications.
- 1.2 Quality **Assurance**: For codes and standards, in addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 – PRODUCTS

2.1 Compatibility: Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Architect.

PART 3 – EXECUTION

3.1 Progress Cleaning:

- A. General:
- 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic and providing the required protection of materials.
- 2. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
- 3. At least twice each month, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
- 4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
- B. Site:
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
 - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Re-stack, tidy or otherwise service all arrangements to meet the requirements of Paragraph 3.1.A.1 above.
 - 3. Maintain the site in a neat and orderly condition at all times to the approval of the Property Owner.

C. Structures:

- 1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
- 2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean," for the purpose of this Subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.
- 3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required

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cleanliness.

- 4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. "Clean," for the purpose of this Subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.
- D. Graffiti: Promptly remove all evidence of graffiti.

3.2 Final Cleaning:

- A. Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Paragraph) shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance Subcontractors using commercial quality building maintenance equipment and materials
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Paragraph 3.1 above
- C. Site: Unless otherwise specifically directed by the Architect, hose down all paved areas on the site and all public sidewalks directly adjacent to the site. Completely remove all resultant debris.
- D. Structures:
 - 1. Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary, to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Architect and County may require other cleaning at no additional cost to the County.
 - 2. Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains and dirt from finished surfaces. Wash all plumbing and electrical fixtures if necessary. Remove all temporary labels. Use only the specified cleaning materials and equipment.
 - 3. Glass: Clean all glass inside and outside.
 - 4. Polished Surfaces: To all surfaces requiring the routine application of buffed polish, apply the specified polish as recommended by the manufacturer of the material being polished.
- E. Timing: Schedule final cleaning as approved by the Property Owner to accept a completely clean project.
- 3.3 Cleaning **During Property Owner's Occupancy**: Should the Property Owner occupy the work or any portion thereof to its completion by the Contractor and acceptance by the County, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Architect in accordance with the General Conditions.

(END OF SECTION 01710)

OPERATION AND MAINTENANCE MANUALS

1. General

- 1.1. Description:
 - A. Submit on (1) printed copy of the Operation and Maintenance manuals and one (1) copy on CD-ROM in PDF format. Computer files shall be arranged and organized in specification format.
 - B. Operation and Maintenance Manuals shall be specially prepared for the Property Owner and Property Owner's personnel. The Manuals shall contain information necessary for safe and efficient operation and maintenance of installed equipment and building construction
 - C. Operation and Maintenance Manual shall include the information specified in Specification Sections, and include the following information, as applicable:
 - 1. Table of Contents.
 - 2. Copies of applicable shop drawing and manufacturer's product data.
 - 3. System equipment identification, including name of manufacturer, model number and serial number of each component.
 - 4. Operating, maintenance and repair instructions.
 - 5. Emergency instructions.
 - 6. Copies of Warranties/Guarantees and Service Contracts.
 - 7. Names and addresses of sources of maintenance parts, materials, and service for each item.
- 1.2. Quality Assurance: Preparation shall be by personnel who are thoroughly trained and experienced in the operation and maintenance of system involved.
- 1.3. Submittals: See Section 01300, Submittals.
- 1.4. Manuals
 - A. Binders: Commercial quality, three-ring vinyl-covered loose-leaf binders for 8 ½" by 11" paper, 3" to 4" in thickness as necessary to accommodate contents. Provide clear plastic sleeve on spine, for holding labels. If necessary, provide separate binders to accommodate all the information in a convenient size.
 - B. Identify each binder on the front and spine with the printed title, title of project, and subject matter covered in manual. Indicate volume number for multiple volume sets of manuals.
 - C. Dividers: Heavy paper dividers with celluloid covered labeled tabs for each separate section. Clearly mark each tab to indicate section contents.
 - D. Text Material: Use either manufacturer's standard printed material, or specially-prepared data, neatly typewritten, on 8-1/2x11 inch, 20-pound white bond paper. Ensure that Xerox copies are legible and clean, if not order new copies of information from the manufacturer.
 - E. Drawings: Provide reinforced punched binder tabs on Drawings and bind in with text. Fold oversize drawings to same size as text pages.
- 1.5. Manual Content:
 - A. Organize contents of each manual into sections for each piece of related equipment. Each manual shall contain a title page, table of contents, copies of related product data, supplemented by drawings and written text, as appropriate, and copies of any Warranty, guarantee and service contact provided by manufacturer.
 - B. Title Page: Enclosed in a transparent plastic envelope as first sheet of each manual. Provide the follow information:

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- 1. Name and address of project
- 2. Date of Substantial Completion.
- 3. Subject matter covered by manual.
- 4. Name, address and telephone number of Contractor and equipment or product suppliers.
- 5. Cross reference to related system in other volumes.
- C. Table of Contents: Provide one section in manuals for architectural products, including applied materials and finishes, and a second section for products designed for moisture-protection and products exposed to weather.
- D. When manufacturer's standard printed product data is included in manuals, include only those sheets that are pertinent to specific part or product installed. Clearly mark each sheet to identify each part or product included in installation.
- E. When standard printed data is not available from manufacturer for operation and maintenance of equipment or systems, prepare typewritten text, to provide the necessary information.
- F. Prepare drawings when required to supplement manufacturer's printed data to illustrate the relationship of component systems.
- 1.6. Materials and Finishes Maintenance:
 - A. Provide one section in manuals for architectural products, including applied materials and finishes, and a second section for products designed for moisture-protection and products exposed to weather. Using original specifications section numbers will help to organize this distinction.
 - B. Provide complete manufacturer's data and instruction on care and maintenance of products, including applied materials and finishes.
 - C. Provide complete manufacturer's data with instructions on the inspection, maintenance and repair of roofing, sealants and other products exposed to weather and for moisture protection.
 - D. Equipment and Systems Maintenance: Provide Operational and Maintenance Manuals for each unit of equipment, each operating system, and each electric and electronic system, as appropriate. Refer to Specification Section where equipment is specified for additional requirements for providing operation and maintenance data for various equipment and operating systems.
 - E. Instructions to Property Owner's Personnel: Prior to final inspection, instruct Property Owner's designated operating personnel in the operation, adjustment and maintenance of products, equipment and systems. Provide instruction at manually agreed upon time. Arrange to have the instruction session video recorded and included with the close-out documents.
- 1.7. Equipment and Systems Maintenance: Provide Operational and Maintenance Manuals for each unit of equipment, each operating system, and each electric and electronic system, as appropriate. Refer to Specification Section where equipment is specified for additional requirements for providing operation and maintenance data for various equipment and operating systems.
- 1.8. Instructions to Property Owner's Personnel: Prior to final inspection, instruct Property Owner's designated operating personnel in the operation, adjustment and maintenance of products, equipment and systems. Provide instruction at manually agreed upon time. Arrange to have the instruction session video recorded and included with the close-out documents.

END OF SECTION 01730

SECTION 02 41 00

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. The existing building will be occupied for the duration of the Contract.
- 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 transport.

3. PROTECTION:

- 3.1. Protect existing work that is to remain in place. Provide protection of new work or opening during all hours with plywood or Visqueen barrier.
- 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 streets and adjacent areas.
- 4.2. Comply with Federal, State, and local hauling and disposal regulations.

END OF SECTION

SECTION 05 40 00

MISCELLANEOUS METAL

1. GENERAL:

- 1.1 Related Documents: The requirements of Division 1 are hereby made a part of this section as if fully repeated herein.
- 1.2 Summary: Provide miscellaneous metal work shown on the Drawings, as specified herein, and as needed of a complete and proper installation.

1.3 Submittals:

- 1.3.1 Product data: Within 20 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - A. Materials list of items proposed to be provided under this Section;
 - B. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - C. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades. All shop drawings must be prepared under the supervision of a registered structural engineer in the State of Florida, and must bear his seal and signature on each print;
 - D. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 Quality Assurance:

- 1.4.1 Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section
- 1.4.2 Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.

2. PRODUCTS:

2.1 Materials:

2.1.1 In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.

2.1.2 Comply with following, as pertinent:

- A. Steel plates, shapes, and bars: ASTM A36;
- B. Steel plates to be bent or cold-formed: ASTM A283, grade C;
- C. Steel tubing (hot-formed, welded, or seamless): ASTM A501;
- D. Steel bars and bar-size shapes: ASTM A306, grade 65, or ASTM A36;
- E. Cold-finished steel bars: ASTM A108;
- F. Cold-rolled carbon steel sheets: ASTM A336;
- G. Galvanized carbon steel sheets: ASTM A526, with G 90 zinc coating in accordance with ASTM A525;
- H. Stainless steel sheets: AISI type 302 or 304, 24 gauge with number 4 finish:
- I. Gray iron castings: ASTM A48, class 10;
- J. Malleable iron castings: ASTM A47;
- K. Steel pipe: ASTM A53, grade A, schedule 40, black finish unless otherwise noted;
- L. Concrete inserts:
 - 1. Threaded or wedge type galvanized ferrous castings of malleable iron complying with ASTM A27;
 - 2. Provide required bolts, shims, and washers, hot-dip galvanized in accordance with ASTM A153.

2.2 Fasteners:

2.2.1 General:

- A. For exterior use and here built into exterior walls, provide zinccoated fasteners.
- B. Provide fasteners of type, grade, and class required for the particular use.

2.2.2 Comply with following standard as pertinent:

- A. Bolts and nuts: Provide hexagon-head regular type complying with ASTM A307, grade A;
- B. Lag bolts; Provide square-head type complying with Fed Spec FF-B-561;

- C. Machine screws: Provide cadmium plated steel type complying with Fed Spec FF-S-111;
- D. Washers:
 - 1. Plain washers: Comply with Fed Spec FF-W-92; round, carbon steel;
 - 2. Lock washers: Comply with Fed Spec FF-W-84, helical spring type carbon steel;
- E. Toggle bolts: Provide type, class, and style needed but complying with Fed Spec FF-B-588;
- F. Anchorage devices: Provide expansion shield complying with Fed Spec FF-S-325.
- 2.3 Other Materials: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.
- 2.4 Shop Paint:
 - 2.4.1 Primer: Use "10-99 Tnemec Primer" or "Rustoleum Number 5769 Primer."
 - 2.4.2 For repair of galvanizing, use a high zinc-dust content paint complying with MIL-P-21035.

2.5 Fabrication:

- 2.5.1 Except as otherwise shown on the Drawings or the approved Shop Drawings, use materials of size, thickness, and type required to produce reasonable strength and durability in the work of this Section.
- 2.5.2 Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints, and using concealed fasteners whenever possible.
- 2.5.3 Prior to shop painting or priming, properly clean metal surfaces as required for the applied finish and for the proposed use of the item.
- 2.5.4 On surfaces inaccessible after assembly or erection, apply two coats of the specified primer. Change color of second coat to distinguish it from the first.

3. EXECUTION:

3.1 Surface Conditions: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

- 3.2 Coordination: Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- 3.3 Installation:

3.3.1 General:

- A. Set work accurately into position, plumb, level, true, and free from rack.
- B. Anchor firmly into position.
- C. Where field welding is required, comply with AWS recommended procedures of manual-shielded metal-arc welding for appearance and quality of weld and for methods to be used in correcting welding work.
- D. Grind exposed welds smooth, and touch up shop prime coats.
- E. Do not cut, weld, or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or screwed field connections.
- 3.3.2 Immediately after erection, clean the field welds, bolted connections, and abraded areas of shop priming. Paint the exposed areas with same material used for shop priming.

END OF SECTION

SECTION 07 92 00

SEALANTS AND CAULKING

1. GENERAL:

- 1.1 Related Documents: The requirements of Division 1 are hereby made a part of this section as if fully repeated herein.
- 1.2 Summary: It is the intent of this section to provide for the furnishing and installing of sealants and caulking as described herein as is necessary to provide a complete, water-tight installation of door lite kits and door glass.
- 1.3 Related Work Specified Elsewhere:
 - 1.3.1 Section 08 10 00, Metal Doors and Frames
- 1.4 Submittals:
 - 1.4.1 Samples:
 - 1.4.1.1 Submit one cartridge of each type and color sealant to be used.
 - 1.4.1.2 Submit three (3) pieces of backing material, minimum 6" long, of each size required.
 - 1.4.2 Product Data:
 - 1.4.2.1 Submit three (3) copies of product manufacturer's specifications, recommendations, and installation instructions for sealant, backing, and associated materials.
 - 1.4.2.2 Submit two (2) copies of manufacturer's color chart for sealant selection.
 - 1.4.3.3 Provide minimum three (3) copies of manufacturer's specification data sheets for each product specified.
- 1.5 Product Handling:
 - 1.5.1 Deliver materials in original, tightly sealed containers or unopened packages with manufacturer's name, label, product identification and lot numbers, where appropriate, intact.
 - 1.5.2 Store materials out of weather as recommended by manufacturer.
 - 1.5.3 Protect materials from damage before, during, and after installation.

1.6 Job Conditions:

- 1.6.1 Environmental requirements:
 - 1.6.1.1 Apply only when temperatures shall be a minimum of 50° F. and when rain is not forecast for 24 hours.
 - 1.6.1.2 Observe manufacturer's recommendations for safe handling and ventilation.

1.6.2 Protection:

- 1.6.2.1 Adjacent Surfaces: Protect work of other trades from damage by sealant with masking tape or other means necessary.
- 1.6.2.2 Damaged Work: Clean, repair, or replace damaged work, to include, but not limited to, work of other trades, at no additional cost.

1.7 Warranty:

- 1.7.1 Provide manufacturer's written warranty of five- (5) year period against material failure.
- 1.7.2 Provide a warranty for workmanship against leakage for two- (2) year period.

1.8 Safety:

1.8.1 Apply sealants and cleaners at a time to avoid student contact. Sealants shall be cured before students are placed in the area. Coordinate with the school principal for scheduling of sealants.

2. PRODUCTS:

2.1 Sealants:

- 2.1.1 Exterior Joints: (doors, door lite kits louvers, trim, etc.): Sikaflex-2cNS2 component, premium grade, polyurethane-based elastomeric sealant.
- 2.1.2 Exposed location on the building interior with no joint movement: Caulking-Acrylic Latex Caulk. Caulking shall be applied as part of preparation for interior painting to provide a smooth joint at dissimilar materials or at the intersection of surfaces.
- 2.1.3 Sealant colors: Generally, color shall match adjacent surface. Architect shall select colors from manufacturer's samples.

- 2.2 Primer: Non-staining type approved by sealant manufacturer.
- 2.3 Bond Breaker: Pressure sensitive adhesive polyethylene tape approved by sealant manufacturer.
- 2.4 Masking Tape: Pressure sensitive adhesive paper tape.
- 2.5 Joint Cleaner: Xylol.

3. EXECUTION:

- 3.1 Inspection:
 - 3.1.1 Examine surfaces to be caulked to assure that they are sound, smooth, clean, dry, and free of visible contamination, suitable and ready for sealant application.
 - 3.1.2 Assure that surfaces requiring curing have been properly cured and ready for sealant application.
 - 3.1.3 Do not start work until surface conditions to be caulked are satisfactory and defects have been corrected.

3.2 Preparation:

- 3.2.1 Cleaning: Clean joint surfaces, using joint cleaner as necessary, to be free of dust, dirt, oil, grease, rust, lacquers, moisture, or other contaminants and matter which may adversely affect proper adhesion of sealant.
- 3.2.2 Masking: Mask area adjacent to joints.
- 3.2.3 Primer: After cleaning joints, apply primer, if recommended by sealant manufacturer, to dry surfaces.
- 3.2.4 Joint Backer: Where joint depth exceeds required depth of sealant, install joint backing to provide backing and uniform depth of sealant.
- 3.2.5 Bond Breaker: Where joint backing is not required or cannot be installed, install bond breaker tape smoothly at back of joint.
- 3.3 Installation / Application:
 - 3.3.1 Sealant Application:
 - 3.3.1.1 Apply sealant in accordance with manufacture's application instructions.

3.3.1.2 Use hand guns or air-pressure equipment, with proper nozzle size, with sufficient pressure to drive and force sealant into and completely fill joints.

3.3.2 Tooling:

- 3.3.2.1 Tool joints to form smooth, uniform beads with slightly concave surfaces.
- 3.3.2.2 Finish joints to be straight, uniform, smooth, and <u>neatly finished</u>.

3.4 Cleaning:

- 3.4.1 Clean off excess compound or smears with cleaning agent recommended by sealant manufacturer.
- 3.4.2 Take care not to damage adjacent work with cleaning agent, to include but not limited to, defacing or marring finished surfaces.
- 3.4.3 Protect finished sealant work as required to prevent damage until acceptance of work.

3.5 Schedule:

- 3.5.1 Where different materials meet, adjoin, or abut.
- 3.5.2 Where sealant is required to prevent moisture intrusion into building.

3.6 Locations:

- 3.5.1 Sealant shall be applied around all door frames at interior and exterior conditions.
- 3.5.2 Where different materials meet, adjoin, or abut.
- 3.5.3 Provide sealant at all other necessary locations associated with the door lite kit and louver replacement work to prevent moisture intrusion into the building.

END OF SECTION

SECTION 08 10 00

METAL DOORS AND FRAMES

1 GENERAL:

- 1.1 Related Documents: The requirements of Division 1 are hereby made a part of this section as if fully repeated herein.
- 1.2 Doors and frames shall be products of one manufacturer regularly engaged in manufacturing steel doors and frames of types specified.
- 1.3 Labeled Assemblies: Provide UL labeled door and frame assemblies with the time ratings scheduled.
- 1.4 Related Work:
 - 1.4.1 Miscellaneous Metal, Section 05 40 00
 - 1.4.2 Sealants and Caulking, Section 07 92 00
 - 1.4.3 Finish Hardware, Section 08 71 00
 - 1.4.4 Painting, Section 09 90 00
- 1.5 Submittals:
 - 1.5.1 Submit shop drawings covering door, frame, and complete anchorage details for doors and frames.
 - 1.5.2 Wind Loads:
 - 1.5.2.1 Exterior doors, frames and hardware are required to meet the requirements of wind loads per Florida Building Code 2017. Provide NOA numbers or Florida Product Approval reports showing tested assemblies of all exterior doors, frames and hardware that meet the FBC requirements for wind loads. Each opening is to be tested as an assembly with doors, frames and finish hardware.
 - 1.5.2.2 All products shall have large missile impact approval.
 - 1.5.3 Submittals shall include door and frame elevations, internal reinforcements, finish hardware and installation instructions.

2 MATERIALS:

- 2.1 A <u>minimum</u> gauge of materials for doors, frames, and anchorage is specified herein. Provide a heavier gauge, if necessary, to meet the wind load criteria.
 - 2.1.1 Basis of design: Steelcraft H16-Series Doors (NOA # 17-0426.02) and MU frames.
- 2.2 FRAMES: Exterior frames shall be minimum of 16-gauge steel. All frames shall be hot dipped galvanized steel with mitered corners. Minimum hinge reinforcement at both doors and frames shall be 7-gauge steel (at all locations).
- 2.3 Hardware Preparation: reinforce, drill and tap as necessary for installation of finish hardware.
- 2.4 Closer Reinforcements: All doors shall be reinforced to receive door closers.
- 2.5 Silencers: Conical rubber insert 3 per jamb.
- 2.6 Metal Doors: Shall be 16 gauge, minimum. Exterior doors shall be polystyrene-foam filled to provide a thermal barrier.
 - 2.6.1 Provide 7-gauge hinge reinforcing, 16-gauge lock reinforcing, and 12-gauge closer reinforcing. All doors physical performance shall be Level A (extra heavy duty) and shall be Model 2 (seamless). Exterior doors shall be G90 galvanized.
 - 2.6.2 The latch edge of the door shall be beveled 7/64 inch. All labeled doors shall bear an embossed metal label. Mylar or similar labels are not acceptable. Close top and bottom edges of doors flush as an integral part of door construction or by addition of .053 thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
- 2.7 Door lite kits frame: Shall be minimum 16-gauge steel. Provide glazing kits (and glazing) per FL Product Approval or NOA. (NOT USED).

3 SHOP FINISH:

3.1 After assembly, clean steel thoroughly of rust, oil and grease, apply one coat of lead-free primer paint; baked on 20 minutes at 325 degrees F to dry film thickness of 3 mils.

4 INSTALLATION:

4.1 Frames shall be erected plumb; properly braced, be rigid and in true alignment. Secure door frames to floor construction with two (2) fastenings at each jamb.

- 4.2 Hang doors so as to swing easily and freely on their hinges and close accurately against silencers on frame without binding. Doors shall remain stationary in any position without independent motion. Clearance at bottom max. ³/₄ inch above concrete where carpet will be installed; ¹/₂ inch" elsewhere; jambs and head, 1/8-inch; meeting style in pair of doors, 1/8-inch total maximum
- 4.3 Silencers: furnish and install three (3) silencers per jamb in predrilled holes within door stop. <u>Installation of silencers shall not occur until frames are completely painted and dry.</u>
- 4.4 Frames in existing walls shall be multi use type with seams sealed after installation. Jambs shall be secured with floor anchors plus (4) countersunk fasteners per jamb in the dimpled frames. Fill any existing wall cavity with concrete or solid blocking for jamb fastener attachment. Fill dimple with Bondo, sand and prime for painting.
- 4.5 All hollow metal frames attached to concrete or masonry shall be fully grout filled.
- 4.6 See Painting, Section 09 90 00 for final paint finish. Patch and paint any adjacent finishes if disturbed during the work. Hollow metal door locations to receive only door lite kits shall be fully painted (doors and frames), not just new lite kits.

END OF SECTION



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)

BOARD AND CODE ADMINISTRATION DIVISION

PRODUCT CONTROL SECTION 11805 SW 26 Street, Room 208 Miami, Florida 33175-2474 T (786) 315-2590 F (786) 315-2599

www.miamidade.gov/economy

MIAMI-DADE COUNTY

NOTICE OF ACCEPTANCE (NOA)

Schlage Lock Company 6810 Hillsdale Court Indianapolis, IN 46250

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.

DESCRIPTION: SteelCraft H Series Single Flush Outswing Commercial Steel Door w/wo Panic Exit-LMI

APPROVAL DOCUMENT: Drawing No **IRGS07 Rev M**, titled "Steelcraft H series Single Flush outswing", sheets 1 through 14 of 14, prepared by the manufacturer, dated 05-20-07 and last revised on 03/29/18, signed and sealed by Hermes F. Norero, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Limitations:

- 1. See sheets 1 & 2 for Design Pressures, Sizes and Hardware. See sheets <u>5</u> and <u>6</u> for door sizes VS threshold types, brand and water infiltration limitations. Lower design Pressure shall control the entire assembly.
- 2. Use of Ives viewers (model U696/U698) is limited to +/-75 PSF.
- 3. Electrical/Electronic functions and Fire ratings are <u>not</u> part of this approval, such functions to be reviewed and approved by AHJ.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, Cincinnati, Ohio and Series and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA revises & renews NOA #17-0320.06 and consists of this page 1 and evidence pages E-1, E-2, E-3 and E-4, as well as approval document mentioned above.

The submitted documentation was reviewed by Ishaq I. Chanda, P.E.



NOA No. 17-0426.02 Expiration Date: May 05, 2023 Approval Date: April 26, 2018

Page 1

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

1. Evidence submitted under previous approvals

A. DRAWINGS

- 1. Manufacturer's parts and sections drawings (Submitted under file as below).
- 2. Drawing No IRGS07 Rev L, titled "Steelcraft H series Single Flush outswing", sheets 1 through 15 of 15, prepared by the manufacturer, dated 05-20-07 and last revised on 08/11/15, signed and sealed by Thomas Gordon, P.E.
- B. TESTS (Submitted under files #15-0826.23/#13-1217.16/#12-0305.14/ #10-0209.07/#07-0829.04)
 - 1. Test report on
 - 1) Air Infiltration Test, per TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per TAS 202-94
 - Large Missile Impact Test per FBC, TAS 201-94
 - 4) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 5) Forced Entry Test, per PA 202-94

Along with manufacturer's parts and section drawings of Single outswing steel doors w/ Stainless steel continuous Hinges & modified Hat stiffeners, marked by Certified Testing Lab, Test Reports No(s). CTLA-3045W dated February 16, 2015, signed and sealed by Ramesh Patel, P.E.

Along with manufacturer's parts and section drawings of double outswing steel doors w/CVC panic exit and Peep hole, marked by Element Material Technology, Test Reports No(s). **ESP011623P** dated May 14, 2013, signed and sealed by Jason Sheen, P.E.

Along with manufacturer's parts and section drawings of double flush outswing steel doors, marked by National Certified Testing Lab, Test Reports No. **NCTL-210- 3580-2**, dated March 25, 2009, signed and sealed by Gerry Ferrara, P. E.

- 2. Test reports
 - 1) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94.
 - 2) Water Resistance Test per FBC TAS 202-94

Along with marked-up drawings and installation diagram of double steel commercial doors, prepared by National Certified Testing Laboratories Inc., Test Report No. NCTL- 210-03-0514-11, dated August 31, 2004, NCTL 210- 03-3511-1 dated 04/09/08 and NCTL 210- 03-3549-1 dated 08/26/08, all signed and sealed by Gerry Ferrara, P. E.

Note: Test report No(s): NCTL210-3549-1 and NCTL-210-3511-1 have been revised by an addendum letter, issued by Lab, dated Feb. 04, 2009, signed & sealed by Gerard J. Ferrara, P. E 3. Test report on (submitted under file # 07-0829.04)

- 1) Air Infiltration Test, per TAS 202-94
- 2) Uniform Static Air Pressure Test, Loading per TAS 202-94
- Large Missile Impact Test per FBC, TAS 201-94
- 4) Cyclic Wind Pressure Loading per FBC, TAS 203-94
- 5) Forced Entry Test, per PA 202-94

Along with manufacturer's parts and section drawings of double glazed outswing steel doors, marked by Certified Testing Lab, Test Reports No(s). CTLA-776W dated February 20, 2002, CTLA-975W dated Jan 23, 2003, CTLA-882W dated Aug 29, 2002, CTLA-1035W dated May 28, 2003 and , CTLA-1086-W dated Nov. 17, 2003 and CTLA-1107W-3 dated June 30, 2004, all signed and sealed by Ramesh Patel, P.E. (this report has addendum letter dated Feb 20, 2009, signed and sealed by Ramesh Patel, P.E.

Ishaq I. Chanda, P.E. Product Control Examiner NOA No. 17-0426.02

Expiration Date: May 05, 2023 Approval Date: April 26, 2018

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

- C. CALCULATIONS: (Submitted under file # 15-0826.23)
 - Anchor verification calculation complying w/ FBC 2014(5th Edition) dated 08/10/15, prepared, signed & sealed by Thomas Gordon., P.E.
 - 2. Hinge Load Evaluation report dtd 01/04/04, prepared, signed & sealed by Thomas Gordon, P.E. (Submitted under file # 10-0209.09)
- D. QUALITY ASSURANCE BY
 - 1. Miami Dade Department of Regulatory and Economic Resources (RER).
- E. MATERIAL CERTIFICATIONS (submitted under files #12-0305.16/# 10-0209.09)
 - 1. Material composition & Flammability properties and Material Safety Data sheet of Pyrophobic P25C-60 core by Pyrophobic System LTD, dated DEC 05, 2010, issued by I. Zhvanetsky, chemical consultant.
 - 2. Material composition & Flammability properties and Material Safety Data sheet of Calcium Silicate mineral block, issued by Marshfield Door Sys, Inc., Marshfield. WI 54449.
 - 3. Test Report No. **12-11177**, Nov 29, 2012, issued by Commercial Testing Co. for "Surface Flame spread & Smoke density Characteristics of Building material" per ASTME84-12 for "Elfoam P200", issued to Elliott Co. of Indianapolis Inc.
 - 4. Test Report No. **16206-122543 (1015P200(3))**, dated November 29, 2004 for "Surface Burning Characteristics of Bldg material" per ASTME84 and self-Ignition per ASTM1929D for "Polyisocyanurate" issued by Omega Point Laboratories, Inc. to Elliot Co., Indianapolis, IN.
 - 5. Tensile test report # CTLA-776W (0194H), dtd 02/25/02 prepared by CTL, Architectural Division, sheet samples, tested per ASTM E8, signed & sealed by Ramesh Patel, P.E.
 - 6. Tensile Test report No: A103W1-Test 1, 2 & 3 dated 23 APR 03 per ASTME-8 for steel face sheet, prepared by Certified Testing laboratory, signed and sealed by Ramesh Patel, P.E.
 - 7. Test Report No. **3094867SAT-001**, April 13, 2006, issued by Intertek for "Surface Burning Characteristics of Building material" per ASTME84 and self-Ignition per ASTM1929D for "EPS", issued to Falcon Foam, a Div of Atlas Roofing, re-named as "ATLAS EPS".
- F. STATEMENTS: Except items #1, balanced items submitted under files #13-1217.16/ #10-0209.09
 - 1. Letter of conformance to **FBC 2014** and "No financial interest", dated 09/23/15, prepared, signed and sealed by Gordon Thomas, P.E.
 - 2. Statement letter dated Nov. 26, 2013 issued by Ingersoll-Rand for name change, signed by Jim Donlan, Compliance Engineer.
 - 3. Ingersoll–Rand press release, dated 12/10/12, integrating the brands of Ingersoll–Rand and Schlage among others.
 - 4. Department of State Certification of Reinstatement for **SCHLAGE LOCK COMPANY, LLC** as a limited liability company, active and organized under the laws of the State of Florida, dated 03/17/06 and filed with the Secretary of State
 - Certification of Formation dated 12-08-2003 of Schlage Lock Company, LLC, issued by Secretary of State of Delaware.
 - 6. Laboratory Compliance Statements issued as part of above test reports.
 - 7. Addendum letter dated DEC 19, 2011, issued by Certified Testing Lab verifying wire anchors, strength of grout, stud anchor, Strike plate and MA series Mortise Lock, supplemented w/marked-up drawings, signed and sealed by Ramesh Patel, P.E.
 - 8. Letter of certification dated 04/20/10, issued by Ingersoll-Rand for electronic CO lock series mechanical /functional parts same as AD, ND and AD-M series.

Ishaq I. Chanda, P.E.
Product Control Examiner
NOA No. 17-0426.02
Expiration Date: May 05, 2023
Approval Date: April 26, 2018

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

G. **OTHER**

- This NOA renews NOA #15-0826.23, expiring on 05/05/18.
- Request for 1-Year renewal by Schlage Company dated 04/20/17, signed by James Donlan.
- Test proposals # 14-0252, -0254, #14-1086, #14-0254-R1 and #12-0797R approved by RER.
- 4. Consolidation Test proposal # 06-2468, dated 04/27/07 approved by BCCO.
- 5. Previously consolidated NOA(s) associated with this file are NOA(s) #1029.07, 07-829.04, 020712.01, 02-0712.03, 03-0908.03, 04-0303.03 and 05-0103.01.
- 6. Technical brochures of butt Hinges, continuous Hinges, Schlage & Falcon Mortise Locks, Supplied by Schlage Company (former Ingersoll-Rand).

2. New Evidence submitted.

A. DRAWINGS

1. Drawing No IRGS07 Rev M, titled "Steelcraft H series Single Flush outswing", sheets 1 through 14 of 14, prepared by the manufacturer, dated 05-20-07 and last revised on 03/29/18, signed and sealed by Hermes F. Norero, P.E.

В. **TESTS**

- 1. Additional Test report on
 - 1) Uniform Static Air Pressure Test, Loading per TAS 202-94
 - 2) Large Missile Impact Test per FBC, TAS 201-94
 - 3) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 4) Forced Entry Test, per PA 202-94

Along with manufacturer's parts and section drawings of double flush outswing steel doors, marked by National Certified Testing Lab, Test Reports No. NCTL-210- 3580-2, dated March 25, 2009, signed and sealed by Gerry Ferrara, P. E.

Along with manufacturer's parts and section drawings of glazed outswing double steel doors, marked by Certified Testing Lab, Test Reports No(s). NCTL-210-3232-1 dated 02/24/06 and NCTL-210-3357-1 dated Dec 28, 2006, signed and sealed by Gerard J. Ferrara, P.E.

Along with manufacturer's parts and section drawings of glazed outswing double steel doors, marked by Certified Testing Lab, Test Reports No(s). NCTL-210-3232-1 dated 02/24/06 and NCTL-210-3357-1 dated Dec 28, 2006, signed and sealed by Gerard J. Ferrara, P.E.

2. Additional Reference test report No.CTLA-1107W for strap anchor qualification.

C. **CALCULATIONS:**

1. Anchor verification calculation complying w/ FBC 2017(6th Edition) dated 04/04/2017 and last revised on 02/12/2018, prepared by Building Drops, signed & sealed by Hermes F. Norero., P.E.

QUALITY ASSURANCE BY D.

1. Miami Dade Department of Regulatory and Economic Resources (RER).

E. **MATERIAL CERTIFICATIONS:**

1. None.

Ishag I. Charde Ishaq I. Chanda, P.E. **Product Control Examiner** NOA No. 17-0426.02

Expiration Date: May 05, 2023 Approval Date: April 26, 2018

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

F. STATEMENTS: (items # 2 thru 6, submitted under file # 17-1026.24)

1. Letter of adoption of another Engineer's work per FLA rule 61G15-27, dated 03/14/2017, prepared by Building Drops, Inc., signed and sealed by Hermes F. Norero, P.E.

2. Letter of conformance to FBC 2014 (5th Edition) and FBC 2017 (6th Edition), dated 02/08/18, prepared by Building Drops, Inc., signed and sealed by Hermes F. Norero, P.E.

3. Ingersoll–Rand press release, dated 12/10/12, integrating the brands of Ingersoll–Rand and Schlage among others.

- Department of State Certification of Reinstatement for SCHLAGE LOCK COMPANY, LLC as a limited liability company, active and organized under the laws of the State of Florida, dated 03/17/06 and filed with the Secretary of State
- 5. Certification of Formation dated 12-08-2003 of Schlage Lock Company, LLC, issued by Secretary of State of Delaware.
- 6. Statement letter dated Nov. 26, 2013 issued by Ingersoll-Rand for name change, signed by Jim Donlan, Compliance Engineer.
- 7. Letter of certification dated 04/20/10, issued by Ingersoll-Rand for electronic CO lock series mechanical /functional parts same as AD, ND and AD-M series.
- 8. Addendum letters dated Feb 20, 2009 for test reports Test report CTLA-1035W, issued by Certified Testing lab, signed and sealed by Ramesh Patel, P.E
- 9. Addendum letter dated DEC 19, 2011, issued by Certified Testing Lab verifying wire anchors, strength of grout, stud anchor, Strike plate and MA series Mortise Lock, supplemented w/marked-up drawings, signed and sealed by Ramesh Patel, P.E.

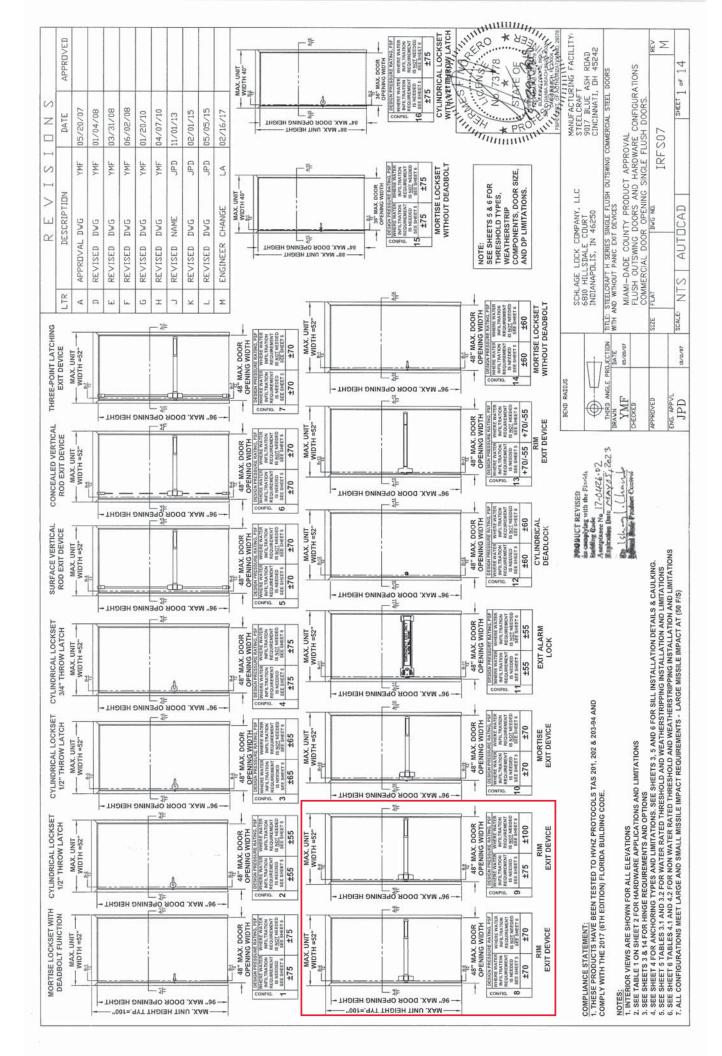
G. OTHER

- 1. This NOA revises & renews NOA #17-0326.06, expiring on 05/05/23.
- 2. Test proposals # 14-0252, -0254, #14-1086, #14-0254-R1 and #12-0797R approved by RER.
- 3. Consolidation Test proposal # 06-2468, dated 04/27/07 approved by BCCO.
- 4. Technical brochures of butt Hinges, continuous Hinges, Schlage & Falcon Mortise Locks, Supplied by Schlage Company (former Ingersoll-Rand).

Ishaq I. Chanda, P.E.

Product Control Examiner NOA No. 17-0426.02

Expiration Date: May 05, 2023 Approval Date: April 26, 2018



| Door | Maximum De | Maximum Design Pressure, PSF | Opening Size, in | Maximum Door Opening Size, in. | | Locking Hardware Description | e Description | | 3 |
|---------------|-----------------------|---------------------------------|------------------|-----------------------------------|---------------------------------------|------------------------------|--|------------|---|
| Configuration | Positive | Negative | Width | Height | Hardware Family | Model/Series | Strike Models | Brand | comments |
| | 75 | 75 | 48 | 96 | Mortise Lock | L/LV9400/AD/CO MD | 10-072 | Schlage | Functions with deadbolt, |
| _ | 75 | 75 | 48 | 96 | Mortise Lock | MA | ANSI | Falcon | 3/4 min, throw latch & 1" min, throw deadbolt |
| 2 | 55 | 55 | 48 | 96 | Cylindrical Lock | AL | 10-025 | Schlage | 1/2" throw latch |
| 8 | 99 | 99 | 48 | 96 | Cylindrical Lock | D/ND/AD/CO CYL | 10-025 | Schlage | 1/2" throw latch |
| | 75 | 75 | 48 | 96 | Cylindrical Lock | D/ND/AD/CO CYL | 10-025 | Schlage | 3/4" throw latch |
| | 75 | 75 | 48 | 96 | Cylindrical Lock | - | ANSI | Falcon | 3/4" throw latch |
| | 02 | 0.2 | 48 | 96 | Surface Vertical Rod Exit Device | 98/9927(F) | 299F/499F Top, 304L/248L4 Bottom | Von Duprin | |
| | 7.0 | 0.2 | 48 | 96 | Surface Vertical Rod Exit Device | (F)25-V | 3788 Top, 2130 Bottom | Falcon | |
| | 70 | 0.2 | 48 | 96 | Concealed Vertical Rod Exit Device | 98/9947-F | 338 Top, 385A or 304L Bottom | Von Duprin | |
| 0 | 02 | 70 | 48 | 96 | Concealed Vertical Rod Exit Device | F-25-C | 4188 Top, 2130 Bottom | Falcon | |
| 7 | 7.0 | 70 | 48 | 96 | Three-Point Latching Device | 98/9957(F) | 299F/499F Top/Middle, 304L/248L4 Bottom | Von Duprin | |
| | 0.2 | 70 | . 48 | 96 | Rim Exit Device | 98/99(F) | 299F/499F | Von Duprin | |
| | 0.2 | 70 | 48 | 96 | Rim Exit Device | 88-F | 268 | Von Duprin | |
| 6 | 75/100 SEE NOTE 2. | 75/100 SEE NOTE 2. | 48 | 96 | Rim Exit Device | XP98/99(F) | 909/954 | Von Duprin | |
| | 02 | 0.2 | 48 | 96 | Mortise Exit Device | 98/9975(F) | 575 | Von Duprin | |
| 10 | 02 | 70 | 48 | 96 | Mortise Exit Device | 8875(F) | 575 | Von Duprin | |
| | 0.2 | 7.0 | 48 | 96 | Mortise Exit Device | (F)25-M | 1279 | Falcon | |
| 11 | 55 | 92 | 48 | 96 | Exit Alarm Lock | 2670 GUARD-X | 267 | Von Duprin | |
| 12 | 09 | 09 | 48 | 96 | Cyl. Deadlock | B600/700/800 | 10-055 | Schlage | 1" min, throw deadbolt |
| 13 | 70 | 99 | 48 | 96 | Rim Exit Device | (F)25-R | 299F/499F | Falcon | |
| 14 | 09 | 09 | 84 | 96 | Mortise Lock | L/LV9000/AD/CO MS | 10-072 | Schlage | Functions without deadbolt, 3/4" min. throw latch |
| ų | 75 | 75 | 36 | 25 | Mortise Lock | L/LV9000/AD/CO MS | 10-072 | Schlage | Functions without |
| | 75 | 75 | 36 | 84 | Mortise Lock | MA | ANSI | Falcon | deadboit, 3r4 min. mow latch |
| 16 | 75 | 75 | 36 | 84 | Cylindrical Lock | D/ND/AD/CO CYL | 10-025 | Schlage | 477" throws lateh |
| | 75 | 75 | 38 | PA. | Culindrical Lock | 1 | ANSI | Falcon | 1/2 IIIIOW ISION |

APPROVED

DATE Z 0

DESCRIPTION

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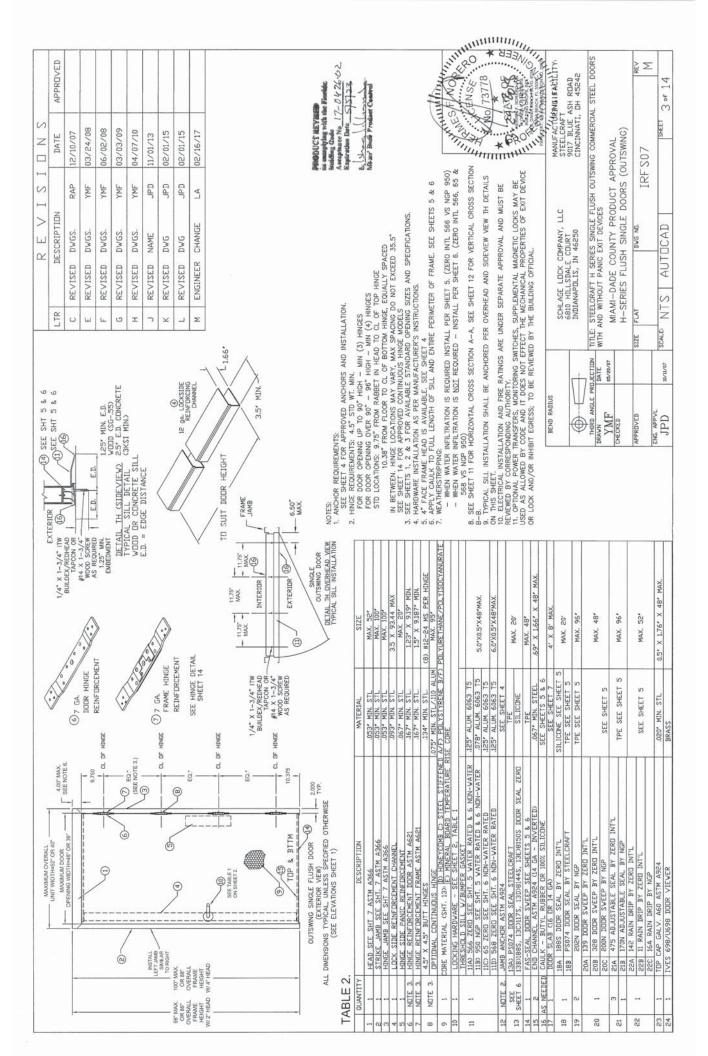
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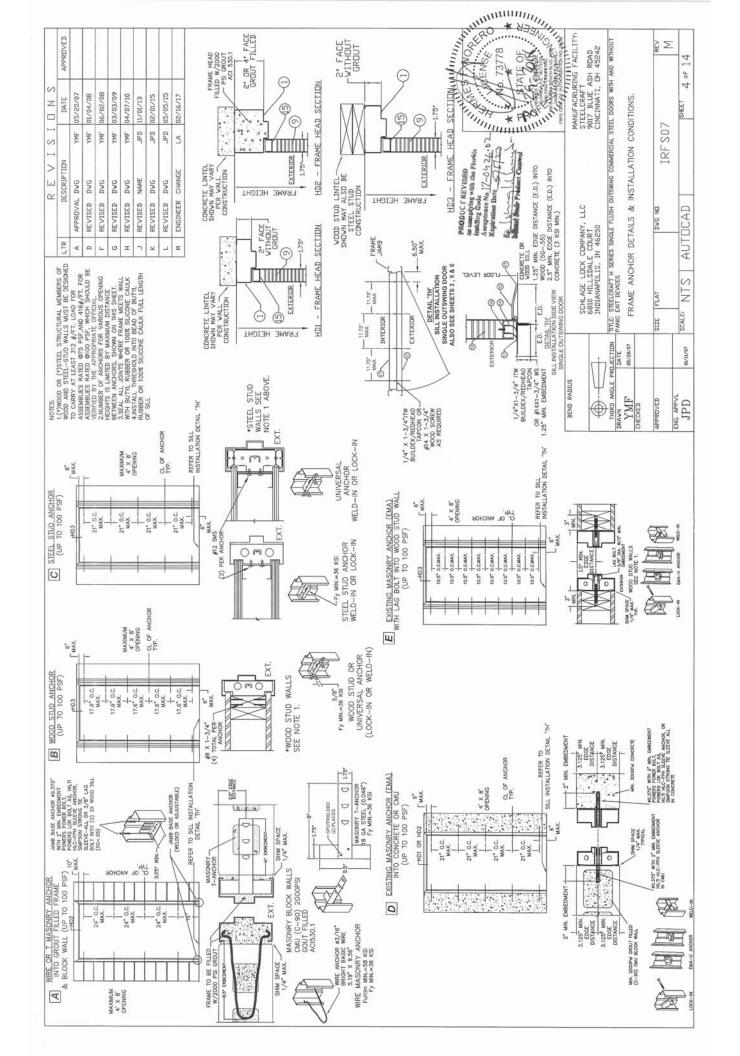
TABLE 1.

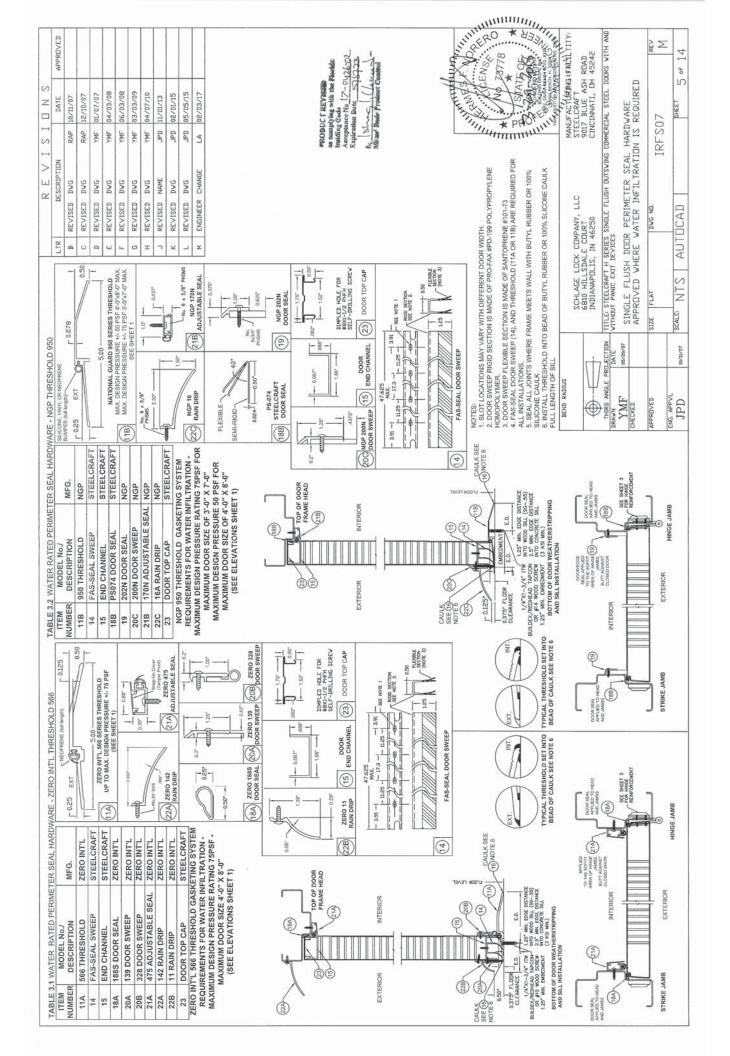
1. SEE SHEETS 8, 9 & 10 FOR LOCKING HARDWARE.
2. DOOR CONFIGURATION 9 IS RATED FOR MAXIMUM DESIGN PRESSURE UP TO ±75 PSF WITH ZERO INT'L THRESHOLD OR FOR DOOR OPENINGS UP TO 3-0"X7"-0" WITH NGP THRESHOLD 11B AND ±50 PSF FOR DOOR OPENINGS UP TO 4'-0">
0. DOOR CONFIGURATION 9 IS RATED FOR A MAXIMUM DESIGN PRESSURE UP TO ±75 PSF WITH ZERO INT'L THRESHO OPTIONS AND UP TO ±100 PSF WITH THE NGP THRESHOLD OPTIONS WHEN WATER INFILTRATION REQUIREMENT IS NO OPTIONS AND UP TO ±100 PSF WITH THE NGP THRESHOLD OPTIONS WHEN WATER INFILTRATION REQUIREMENT IS NO NEEDED. SEE SHEET 6
3. SCHLAGE AL-SERIES CYLINDRICAL LOCK, DOOR CONFIGURATION 2, IS LIMITED TO ±55 PSF MAXIMUM DESIGN PRESS

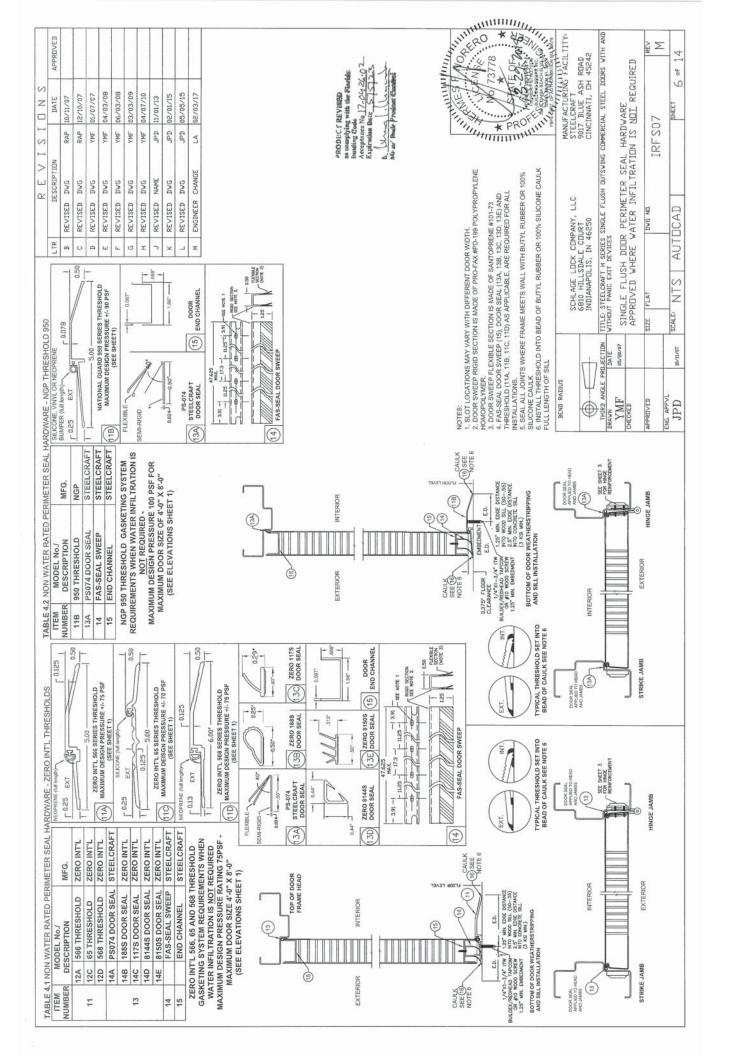
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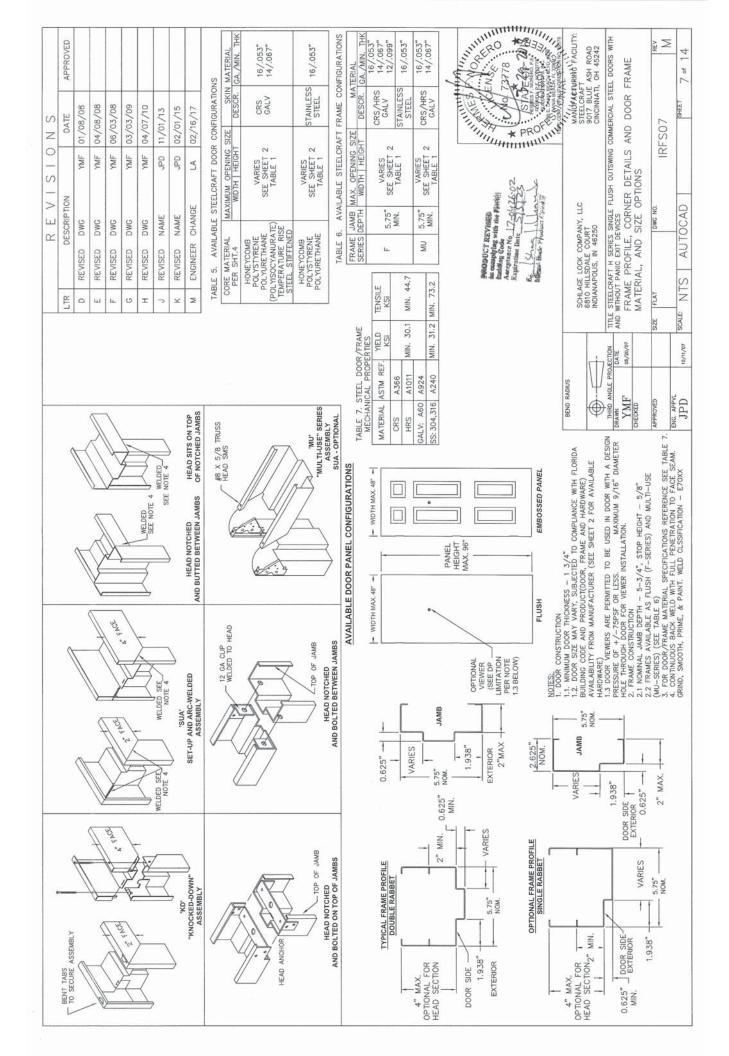
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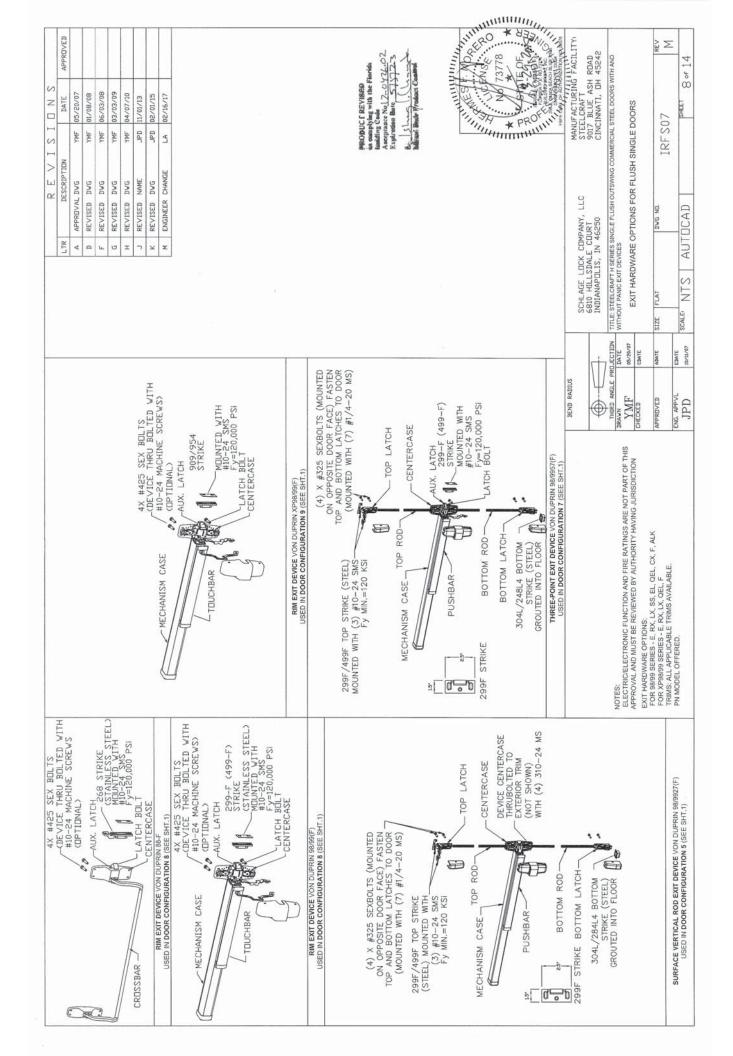


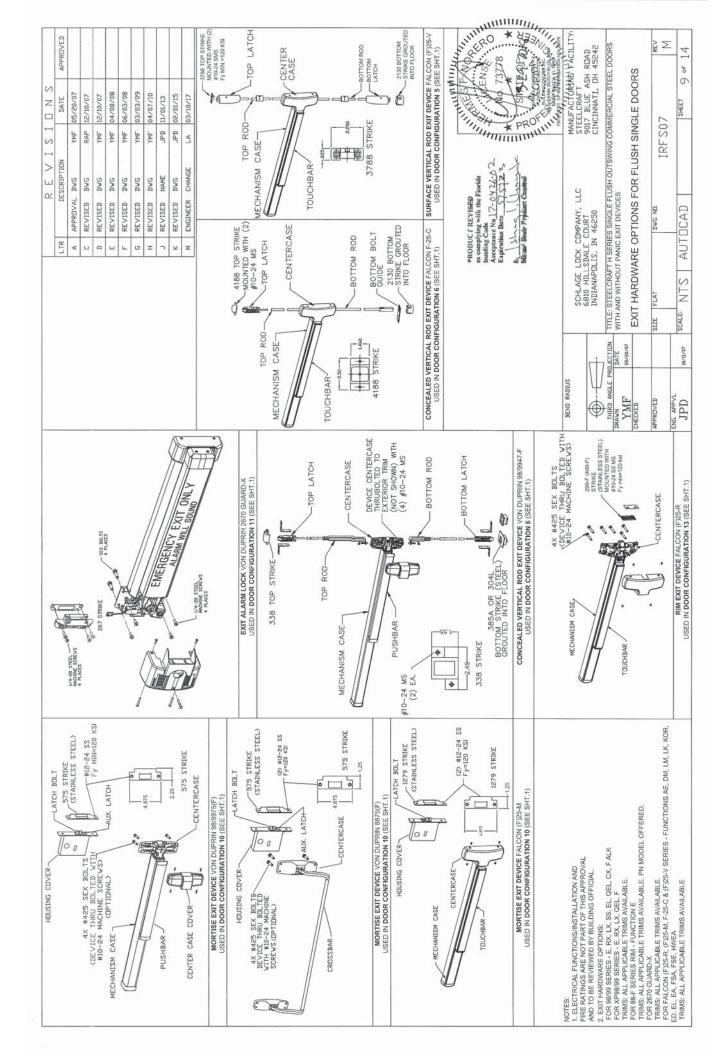


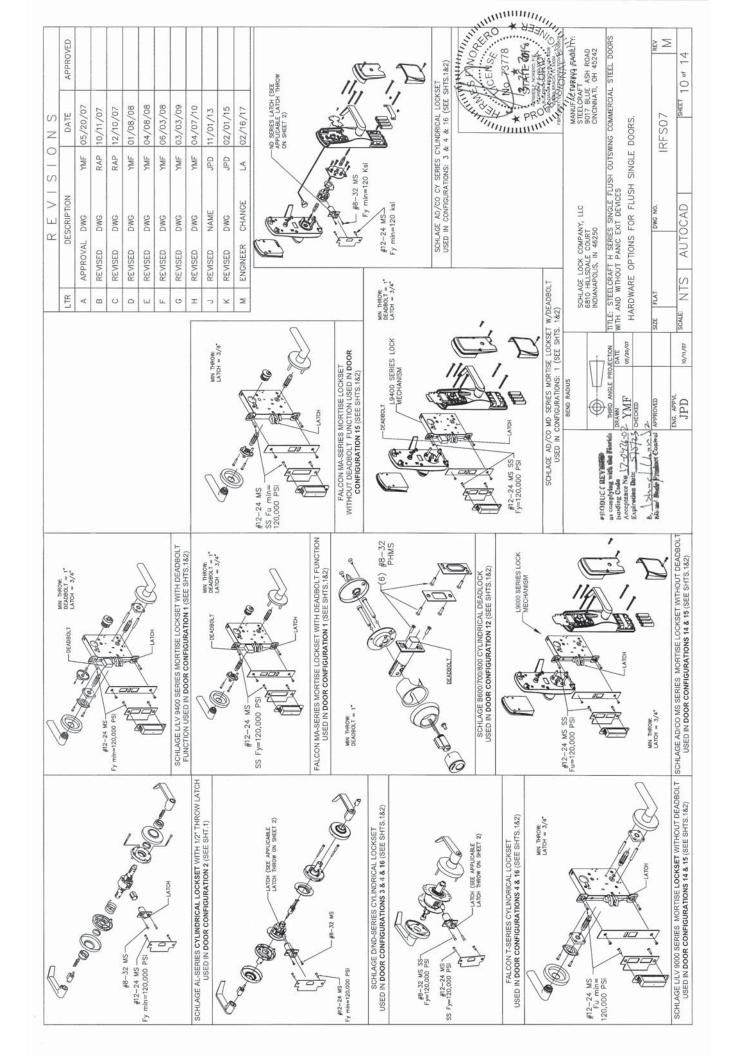


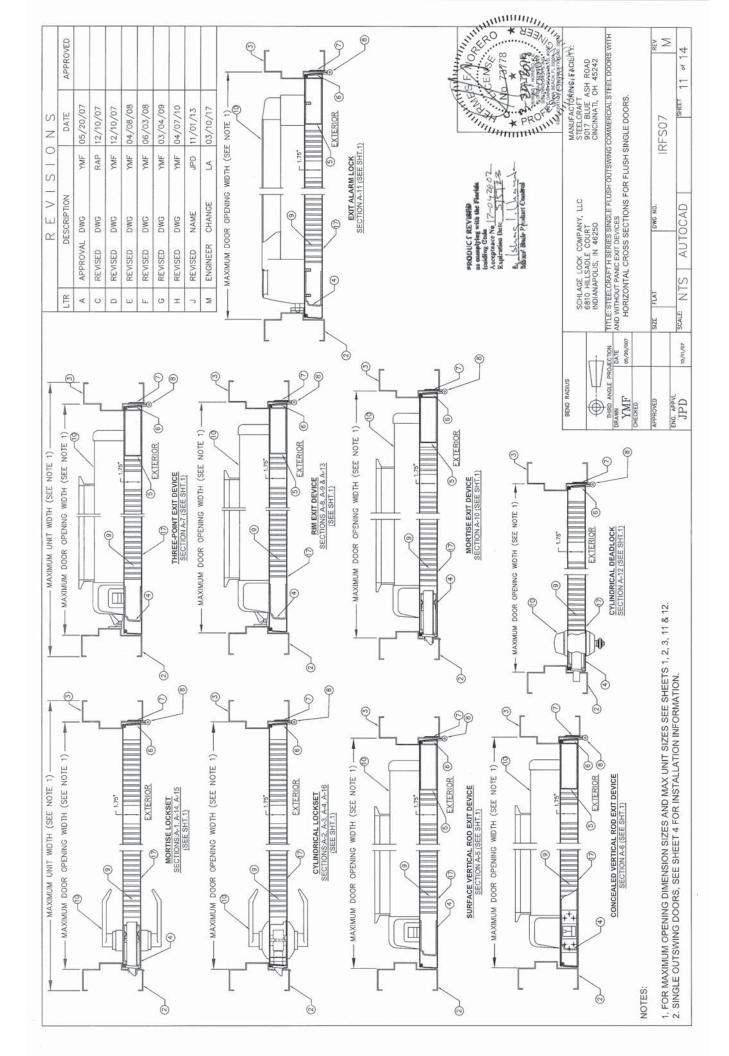


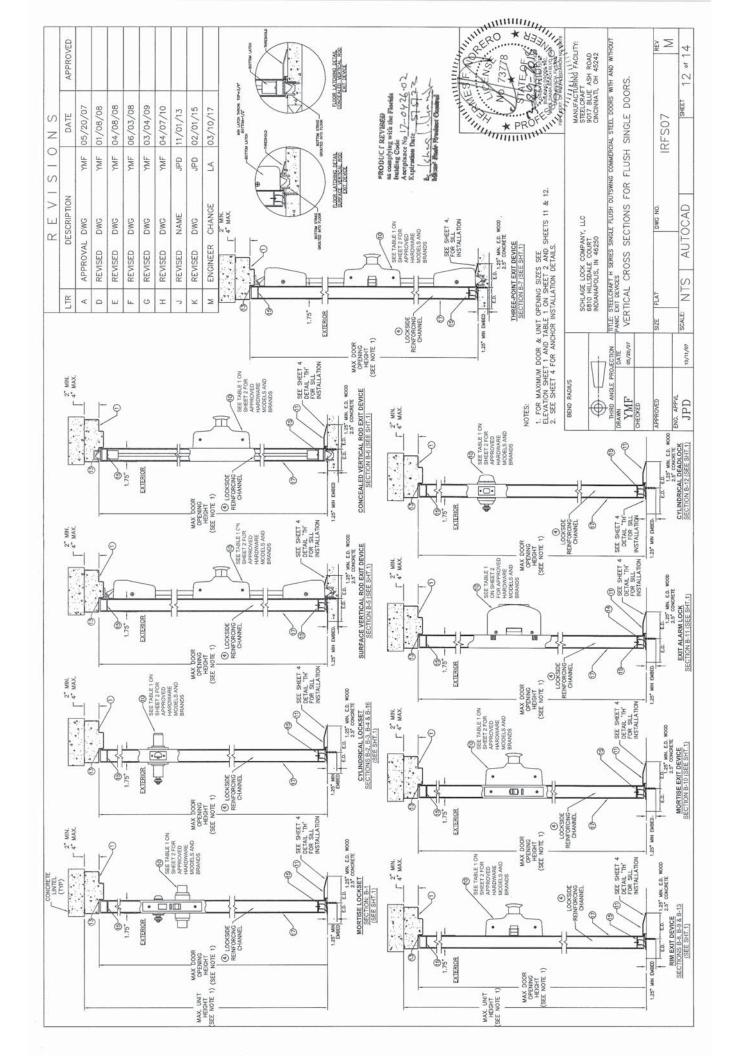


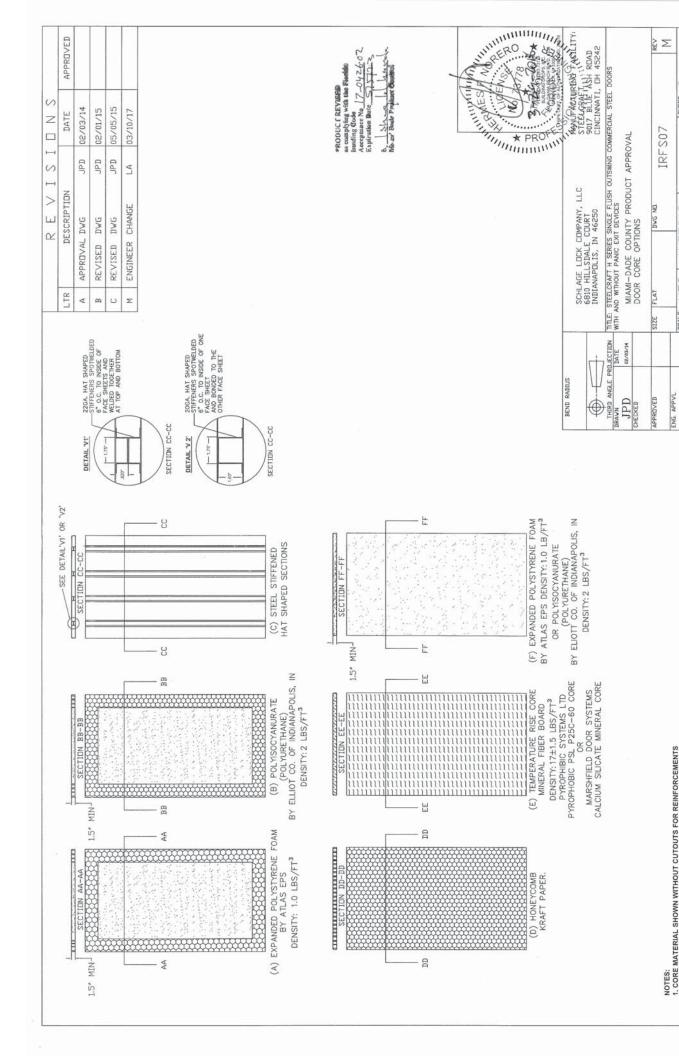










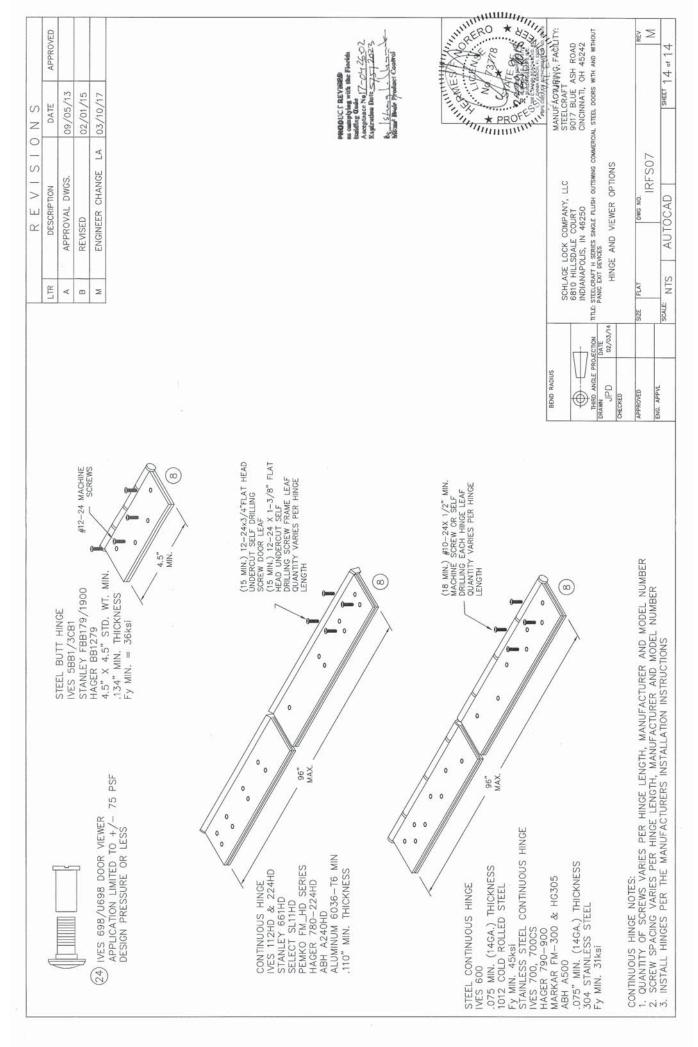


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SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 RELATED SECTIONS:

- 1. Division 07 Section "Sealants and Caulking" for sealant requirements applicable to threshold installation specified in this section.
- 2. Division 09 Section "Painting" for touchup finishing or refinishing of existing openings modified by this section.

1.3 REFERENCES

- A. DHI Door and Hardware Institute
 - 1. Sequence and Format for the Hardware Schedule
 - 2. Recommended Locations for Builders Hardware
 - 3. Key Systems and Nomenclature

B. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.4 SUBMITTALS

A. General:

- 1. Submit in accordance with Conditions of Contract and Division 1 requirements.
- 2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
- 3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.

B. Action Submittals:

- 1. Product Data: Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- 2. Samples for Verification: If requested by Architect, submit production sample or sample installations of each type of exposed hardware unit in finish indicated, and tagged with full description for coordination with schedule.
 - a. Samples will be returned to supplier in like-new condition. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.
- 3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:
 - a. Door Index; include door number, heading number, and Architects hardware set number.
 - b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
 - c. Type, style, function, size, and finish of each hardware item.
 - d. Name and manufacturer of each item.
 - e. Fastenings and other pertinent information.
 - f. Location of each hardware set cross-referenced to indications on Drawings.
 - g. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - h. Mounting locations for hardware.
 - i. Door and frame sizes and materials.
 - j. Name and phone number for local manufacturer's representative for each product.

4. Key Schedule:

- a. After Keying Conference, provide keying schedule listing levels of keying as well as explanation of key system's function, key symbols used and door numbers controlled.
- b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
- c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.

- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
 - 1) Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
- f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.
- 5. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory prepared for door hardware installation.

C. Informational Submittals:

- 1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
- 2. Product Certificates for electrified door hardware, signed by manufacturer:
 - a. Certify that door hardware approved for use on types and sizes of labeled firerated doors complies with listed fire-rated door assemblies.

3. Certificates of Compliance:

- a. Certificates of compliance for fire-rated hardware and installation instructions if requested by Architect or Authority Having Jurisdiction.
- b. Installer Training Meeting Certification: Letter of compliance, signed by Contractor, attesting to completion of installer training meeting specified in "QUALITY ASSURANCE" article, herein.
- c. Electrified Hardware Coordination Conference Certification: Letter of compliance, signed by Contractor, attesting to completion of electrified hardware coordination conference, specified in "QUALITY ASSURANCE" article, herein.
- 4. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by qualified testing agency, for door hardware on doors located in accessible routes.
- 5. Warranty: Special warranty specified in this Section.

D. Closeout Submittals:

- 1. Operations and Maintenance Data: Provide in accordance with Division 1 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representatives for each manufacturer.

- d. Parts list for each product.
- e. Final approved hardware schedule, edited to reflect conditions as-installed.
- f. Final keying schedule
- g. Copies of floor plans with keying nomenclature
- h. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
- i. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.5 QUALITY ASSURANCE

- A. Product Substitutions: Comply with product requirements stated in Division 1 and as specified herein.
 - 1. Where specific manufacturer's product is named and accompanied by "No Substitute," including make or model number or other designation, provide product specified. (Note: Certain products have been selected for their unique characteristics and particular project suitability.)
 - a. Where no additional products or manufacturers are listed in product category, requirements for "No Substitute" govern product selection.
 - 2. Where products indicate "acceptable manufacturers" or "acceptable manufacturers and products", provide product from specified manufacturers, subject to compliance with specified requirements and "Single Source Responsibility" requirements stated herein.
- B. Provide hardware that meets the hurricane and windload test requirements in accordance with the Florida Building code and are in compliance with the local authority having jurisdiction. All openings required to meet either the impact test or windload test as indicated by the architect shall be tested as systems with the finish hardware, hollow metal doors and frames and installed in accordance with the applicable tests. These requirements take precedence over other requirements for such hardware. Provide only hardware that has been tested and listed by local authority for the types and sizes of doors required, and complies with the requirements of the door and door frame.
- C. Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.

- D. Installer Qualifications: Qualified tradesmen, skilled in application of commercial grade hardware with record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.
- E. Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 - 1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
 - 2. Can provide installation and technical data to Architect and other related subcontractors.
 - 3. Can inspect and verify components are in working order upon completion of installation.
- F. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.
- G. Means of Egress Doors (rim devices): Latches do not require more than 15 lbf (67 N) to release latch. Locks do not require use of key, tool, or special knowledge for operation.
- H. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of wrist and that operate with force of not more than 5 lbf (22.2 N).
 - 2. Bevel raised thresholds with slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
 - 3. Adjust door closer sweep periods so that, from open position of 70 degrees, door will take at least 3 seconds to move to 3 inches (75 mm) from latch, measured to leading edge of door.
- I. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1.
 - 1. Attendees: Owner, Contractor, Architect, Installer, and Supplier's Architectural Hardware Consultant.
 - 2. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.
 - d. Requirements for access control.
 - e. Address for delivery of keys.

- J. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Inspect and discuss preparatory work performed by other trades.
 - 3. Review sequence of operation for each type of electrified door hardware.
 - 4. Review required testing, inspecting, and certifying procedures.

K. Coordination Conferences:

- 1. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.
 - a. Attendees: Door hardware supplier, door hardware installer, Contractor.
 - b. After meeting, provide letter of compliance to Architect, indicating when meeting was held and who was in attendance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
 - 1. Deliver each article of hardware in manufacturer's original packaging.

C. Project Conditions:

- 1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- 2. Provide secure lock-up for door hardware delivered to Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Protection and Damage:

- 1. Promptly replace products damaged during shipping.
- 2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
- 3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

- E. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- F. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.7 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.
- E. Direct shipments not permitted, unless approved by Contractor.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Years from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - 1) Mechanical: 10 years.
 - b. Exit Devices:
 - 1) Mechanical: 3 years.
 - c. Locksets:
 - 1) Mechanical: 3 years.
 - 2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.9 MAINTENANCE

A. Maintenance Tools:

1. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and particular project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
 - 1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category shall be in accordance with QUALITY ASSURANCE article, herein.
- C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- D. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- E. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.2 MATERIALS

A. Fasteners

- 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
- 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces

- of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
- 3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
- 4. Install hardware with fasteners provided by hardware manufacturer.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 - 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.3 CONTINUOUS HINGES

A. Aluminum Geared

- 1. Manufacturers:
 - a. Scheduled Manufacturer: Ives.
 - b. Acceptable Manufacturers: Hager, Stanley.

2. Requirements:

- a. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
- b. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum, with 0.25-inch (6 mm) diameter Teflon coated stainless steel hinge pin.
- c. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
- d. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.
- e. Install hinges with fasteners supplied by manufacturer.
- f. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

2.4 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer: Schlage

2. Acceptable Manufacturers: No substitute

B. Requirements:

- 1. Provide small format interchangeable core (SFIC) cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision, Section 12, Grade 1; permanent cylinders; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
- 2. Replaceable Construction Cores.
 - a. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
 - 1) 3 construction control keys
 - 2) 12 construction change (day) keys.
 - b. Owner or Owner's Representative will replace temporary construction cores with permanent cores.

2.5 KEYING

- A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Provide cylinders/cores keyed into Owner's existing factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- **C.** Send permanent keys and cores directly from the manufacturer to the owner by registered mail.

Project Manager Facilities Department Clay County Schools 925 West Center Street Green Cove Springs, FL 32043

D. Requirements:

- 1. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - a. Existing Schlage Everest Grand Master Keying system as directed by the Owner.
- 2. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements shall be cause for replacement of cylinders/cores involved at no additional cost to Owner.
- 3. Provide keys with the following features:
 - a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)

4. Identification:

- a. Mark permanent cylinders/cores and keys with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification. Blind code marks shall not include actual key cuts.
- b. Identification stamping provisions must be approved by the Architect and Owner.
- c. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
- d. Failure to comply with stamping requirements shall be cause for replacement of keys involved at no additional cost to Owner.
- 5. Quantity: Furnish in the following quantities.
 - a. Change (Day) Keys: 2 per cylinder/core.
 - b. Permanent Control Keys: 2.
 - c. Keyblanks: 100

2.6 DOOR CLOSERS

A. Manufacturers and Products:

- 1. Scheduled Manufacturer and Product: LCN 4010/4110 series
- 2. Acceptable Manufacturers and Products: Sargent 281/281P10/281TJ series factory assembled (without PRV), Rixson M2020/M2220 series

B. Requirements:

- 1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. Stamp units with date of manufacture code.
- 2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
- 3. Cylinder Body: 1-1/2 inch (38 mm) diameter, with 5/8 inch (16 mm) diameter double heat-treated pinion journal.
- 4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
- 5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
- 6. Hydraulic Regulation: By tamper-proof, non-critical valves with separate adjustment for latch speed, general speed, and backcheck.
- 7. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
- 8. Pressure Relief Valve (PRV) Technology: Not permitted.

- 9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
- 10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.7 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer: Ives

2. Acceptable Manufacturers: Rockwood

B. Requirements:

- 1. Provide pulls of solid bar stock, diameter and length as scheduled. Where required, mount back to back with push bar.
- 2. Provide decorative pulls as scheduled. Where required, mount back to back with pull.

2.8 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer: Ives

2. Acceptable Manufacturers: Rockwood

B. Requirements:

- 1. Provide kick plates minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
- 2. Sizes of plates:
 - a. Kick Plates: 10 inches (254 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs

2.9 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

A. Manufacturers:

1. Scheduled Manufacturers: Glynn-Johnson

2. Acceptable Manufacturers: ABH

B. Requirements:

1. Provide heavy duty concealed mounted overhead stop or holder as specified for double acting doors.

2.10 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

- 1. Scheduled Manufacturer: Zero International
- 2. Acceptable Manufacturers: Pemko

B. Requirements:

- 1. Provide thresholds, weather-stripping (including door sweeps, seals, and astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.
- 2. Size of thresholds:
 - a. Saddle Thresholds: 1/2 inch (13 mm) high by jamb width by door width
 - b. Bumper Seal Thresholds: 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width
- 3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.11 SILENCERS

A. Manufacturers:

- 1. Scheduled Manufacturer: Ives
- 2. Acceptable Manufacturers: Rockwood, Hager

B. Requirements:

- 1. Provide "push-in" type silencers for hollow metal or wood frames.
- 2. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame.
- 3. Omit where gasketing is specified.

2.12 LATCH PROTECTORS

A. Manufacturers:

1. Scheduled Manufacturer: Ives

- 2. Acceptable Manufacturers: Rockwood
- B. Provide stainless steel latch protectors of type required to function with specified lock.

2.13 FINISHES

- A. Finish: BHMA 626/652 (US26D); except:
 - 1. Continuous Hinges: BHMA 628 (US28)
 - 2. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
 - 3. Protection Plates: BHMA 630 (US32D)
 - 4. Overhead Stops and Holders: BHMA 630 (US32D)
 - 5. Door Closers: Powder Coat to Match
 - 6. Latch Protectors: BHMA 630 (US32D)
 - 7. Weatherstripping: Clear Anodized Aluminum
 - 8. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Existing Door and Frame Compatibility: Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Where on-site modification of doors and frames is required:
 - 1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
 - 2. Field modify and prepare existing door and frame for new hardware being installed.
 - 3. When modifications are exposed to view, use concealed fasteners, when possible.

- 4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:
 - a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
- B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- H. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as indicated in cylinder section.
- I. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
- J. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Closers shall not be visible in corridors, lobbies and other public spaces unless approved by Architect.

- K. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Sealants."
- L. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- M. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- N. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- O. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 FIELD QUALITY CONTROL

- A. Architectural Hardware Consultant: Engage qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
 - 1. Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
 - 2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.6 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.7 DEMONSTRATION

A. Provide training for Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes.

3.8 DOOR HARDWARE SCHEDULE

- A. Locksets, exit devices, and other hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.
- B. Hardware Sets:

<u>Hardware Group No. 01</u> (Balance of hardware with NOA or FL product approval)

Provide each door with the following:

| Qty | | Description | Catalog Number | Finish | Mfr |
|-----|----|------------------|---------------------------|--------|-------------|
| 3 | EA | STD. HINGE | 5BB1HW 41/2" X 4 1/2" TW8 | 628 | IVE |
| 1 | EA | RIM EXIT DEVICE | WS99-NL PULL/PLATE | US26D | VON |
| 1 | EA | RIM CYLINDER W/O | | | VON |
| | | CORE | | | |
| 1 | EA | CORE | (ONE DOOR) | | VON |
| 1 | EA | OH STOP | 100S | 630 | GLY |
| 1 | EA | SURFACE CLOSER | 4111 AVB EDA | 689 | LCN |
| 1 | EA | KICKPLATE | 8400 B-CS 10" X 34" | US34D | IVES |
| 1 | EA | GASKETING | PS074 - ALL AROUND | BLK | STL |
| 1 | EA | END, TOP AND BOT | STEELCRAFT | | |
| | | CHANNEL | | | |
| 2 | EA | RAIN DRIP | 142 X 40" | ALUM | ZERO |
| | | | | | |

NOA # 17-0426.02 and NO water infiltration required at exterior yard location.

Add door channels at top, bottom and end locations.

Delete metal threshold to allow drainage during storm events.

INSTALL ONE RAIN DRIP ON EACH SIDE.

End of Section

SECTION 09 90 00 PAINTING

1. GENERAL:

- 1.1 Related Documents: The requirements of Division 1 are hereby made a part of this section as if fully repeated herein.
- 1.2 The following specifications cover the complete painting and finishing of all surfaces, interior and exterior, as shown on the drawings and described in the specifications except as otherwise specified.
 - 1.2.1 Description of work: Work involves touch-up painting at surfaces affected by the installation of new and existing doors, and replacement louvers.
- 1.3 Work not included:
 - 1.3.1 Copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, lead, and bright metals normally not intended to be painted.
 - 1.3.2 Factory applied finishes.
 - 1.3.3 Shop painting of structural and miscellaneous iron and steel.
 - 1.3.4 Face brick.
 - 1.3.5 Concealed ducts, pipes and conduit.
 - 1.3.6 Prefinished wall, ceiling and floor coverings.
- 1.4 The painting contractor shall supply all labor, materials, tools, ladders, scaffolding and equipment necessary for the completion of the work according to the drawings and specifications
- 1.5 The painting contractor is responsible for inspecting the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, the painting contractor will immediately notify the general contractor or the Architect in writing, and shall not proceed with this work until conditions have been corrected and are acceptable.
- 1.6 Submittals: Manufacturer's data on painting products item by item and warranties.
- STORAGE: Store all materials used on the job in a single place designated by Architect. Keep storage place neat and clean. All damaged areas shall be corrected by cleaning, repairing or replacing. All soiled or used rags, waste and trash must be removed from the building every night, and every precaution taken to avoid the danger of fire.
- 3 EXTRA MATERIAL: Upon substantial completion, the Contractor shall deliver to the Owner an extra stock consisting of one gallon of each color used in painting. Such stock shall be new, tightly sealed in clearly labeled containers.

4 MATERIALS:

- 4.1 All paints, varnishes, enamels, lacquers, stains, paste fillers, and similar materials must be delivered in the original containers, with the seals unbroken and labels intact and shall be used from the original containers.
- 4.2 Use only first line products of approved manufacturers.
- 4.3 Use materials only in accordance with the manufacturer's directions.
- 4.4 Fungicidal agent shall be incorporated into the paint by the manufacturer.
- 4.5 Colors: Color of the final coat shall match the color selections furnished by the Architect. Preceding coats shall vary slightly in shade of color. Upon request, finish one room completely, space or item of each color scheme prior to proceeding with the painting. Approved color schemes shall serve as a standard for the similar work throughout the project.

5 WORKMANSHIP:

- 5.1 Employ skilled mechanics to insure the very best workmanship. Quality workmanship is required. Materials to be applied by craftsman experienced in the use of the specific product involved.
- 5.2 Where interior or exterior metal are primed in the mill or shop as a part of the painting contract, use materials specified in every case for such surfaces and use in accordance with manufacturer's directions for the first or priming coat.
- 5.3 When surface temperature is below 50 degrees F., do not apply paints, varnishes, and special coatings, unless otherwise specified. Do not prime exteriors during frosty or rainy weather. Avoid painting surfaces while they are exposed to direct sunlight.
- 5.4 Clean floors and adjacent surfaces as well as all surfaces to be painted, before painting. Painting environment shall be relatively dust free.
- 5.5 Touch up knots, pitch streaks and sappy spots with recommended sealer before priming.
- 5.6 Putty nail holes, cracks and other defects after the first coat, with putty color to match the finish. Bring putty flush with the adjoining surface.
- 5.7 Wash metal surfaces with mineral spirits to remove dirt, oil and grease, before applying materials. Remove rust and scale by wire brushing or sanding clean before painting. Clean and touch up shop coats of paint that have become badly weathered, worn or marred with the primer specified.
- 5.8 Clean galvanized metal thoroughly and apply recommended primer.

- 5.9 Back-prime interior and exterior trim before installation with primer specified.
- 5.10 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.
- 5.11 All coats must be thoroughly dry before applying succeeding coats.
- 5.12 After doors are fitted, finish tops, bottoms and edges same as face and back. Finish tops and bottoms in a yellow or brown-pigmented sealer.
- 5.13 Secure color schedules before applying paint or finish. Tint primer and undercoat to the approximate shade of the finish coat.
- 5.14 Masonry surfaces shall be dry and clean from all dust, dirt, oil and efflorescence before painting. When recommended, etch concrete that is dense and smooth or that has had a hardener applied before painting. Fill masonry before painting.
- 5.15 Do not paint drywall containing more than 15% moisture. Touch up suction spots or "hot spots" as recommended after application of the first coat and before applying the second coat.
- 5.16 Repair scratches, cracks and abrasions in drywall surfaces and openings adjoining trim with a spackling compound, flush with adjoining surface, and when dry, sand smooth and seal before applying prime coat.
- 5.17 Cover surfaces to be stained with a uniform coat and wipe off if required.
- 5.18 Between coats, sand enamel or varnish finish, applied to metal, with fine sandpaper and clean to produce an even, smooth finish.
- 5.19 Protect work, adjacent work, and materials at all times, by suitable covering. Upon completion of the work, remove all paint and varnish spots from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and leave work in clean, orderly and acceptable condition.

- 6 PAINTING SCHEDULE: (Products by Sherwin Williams Paints)
 - 6.1 **Painting Schedule Exterior:**
 - 6.1.1 Concrete Masonry Units and Concrete (and as required for touch-up of adjacent finishes) at exterior of enclosure and as noted:
 - 1 coat Primer: B42W00046 Heavy Duty Block Filler White
 - 1 coat Primer: B51W00620 PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer White
 - 2 Coats: A05W00651 SherLastic® Elastomeric Masonry Coating Extra White
 - 6.1.2 Concrete Masonry Units and Concrete (and as required for touch-up of adjacent finishes) at exterior of enclosure and as noted:
 - 1 coat Primer: B42W00046 Heavy Duty Block Filler White
 - 1 coat Primer: B51W00620 PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer White
 - 2 Coats: 2 Coats: B66W00651 Pro Industrial High Performance Acrylic Semi-Gloss Extra White at interior of new enclosure.
 - **6.1.3** Ferrous Metal without galvanized finish:
 - 1 Coat Primer: B50WZ0001 Kem Kromik® Universal Metal Primer Off White
 - 2 Coats: B53W00311 Waterbased Industrial Enamel Extra White/Tint Base
 - 6.1.4 Hollow Metal Doors and Jambs and Non-Ferrous Metal, with no factory finish:
 - 1 Coat Primer: B66W00310 Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White
 - 2 Coats: B66W00651 Pro Industrial High-Performance Acrylic Semi-Gloss Extra White
 - 6.2 **Painting Schedule Interior:** touch-up to match adjacent; entire walls or trim if marred during the work.
- 7 APPROVED MANUFACTURER:
 - 7.1 All painting products shall be first line products from a single manufacturer. Products from recognized major manufacturers shall be submitted to the Architect for approval. Approved manufacturers are: Benjamin Moore, PPG, Sherwin Williams, and Pratt & Lambert.

END OF SECTION

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | 1 Name (as shown on your income tax return). Name is required on this line; of | do not leave this line blank. | | | | | | | |
|---|---|---|------------------------|-----------------------|------------------|-------------------|----------------------|------------------------------|------------------|
| | 2 Business name/disregarded entity name, if different from above | | | | | | | | |
| page 3. | 3 Check appropriate box for federal tax classification of the person whose na following seven boxes. | _ | _ | | certa | ain entit | | es apply individua 3): | |
| e. ns on | Individual/sole proprietor or | n 🔲 Partnership | ∐ Tru | st/estate | Exen | npt paye | e code | (if any) | |
| Print or type. See Specific Instructions on page | Limited liability company. Enter the tax classification (C=C corporation, S Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is | ion of the single-member ow from the owner unless the o purposes. Otherwise, a sing | vner. Do wner of ti | he LLC is | 204 | nption f | | ΓCA repo | orting |
| _ iii | is disregarded from the owner should check the appropriate box for the ☐ Other (see instructions) ▶ | tax classification of its own | er. | | (Applie | s to accou | ints meinta | ined outside | the U.S.) |
| å | 5 Address (number, street, and apt. or suite no.) See instructions. | 1 | Request | er's name | | | | | |
| 996 | , , , , , | İ | | | | • | | | |
| •, | 6 City, state, and ZIP code | | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | . | | | |
| | | | | | | | | | |
| Par | Taxpayer Identification Number (TIN) | | | - | | | • | | |
| | your TIN in the appropriate box. The TIN provided must match the na | me given on line 1 to av | oid | Social se | curity | numbe | r | | |
| | p withholding. For individuals, this is generally your social security nu | | ora [| | | | | | $\Box \Box$ |
| | nt alien, sole proprietor, or disregarded entity, see the instructions for s, it is your employer identification number (EIN). If you do not have a | | ta | | - | 1 | - | | 1 |
| TIN, la | | | | or | | | | | |
| | If the account is in more than one name, see the instructions for line | 1. Also see What Name a | and [| Employe | r ident | ificatio | n numb | er | |
| Numb | er To Give the Requester for guidelines on whose number to enter. | | | | _ | | | | |
| Par | II Certification | | | | _1_ | -LL- | | | |
| | penalties of perjury, I certify that: | - | | | | | | | |
| | number shown on this form is my correct taxpayer identification num | nber (or I am waiting for | a numbe | er to be is | sued t | to me): | and | | |
| 2. I an Ser | n not subject to backup withholding because: (a) I am exempt from bavice (IRS) that I am subject to backup withholding as a result of a failuonger subject to backup withholding; and | ackup withholding, or (b) | I have r | not been | notifie | d by th | e Inter | | |
| | a U.S. citizen or other U.S. person (defined below); and | | | | | | | | |
| 4. The | FATCA code(s) entered on this form (if any) indicating that I am exem | npt from FATCA reportin | g is corr | ect. | | | | | |
| you ha acquis other t | cation instructions. You must cross out item 2 above if you have been rate failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, | state transactions, item 2 tions to an individual retire | does no ement ar | t apply. F rangeme | or moi | tgage), and g | interesi generali | paid, y, paym | ents |
| Sign Here | Signature of U.S. person ► | | Date ► | | | | | | · |
| Gei | neral Instructions | • Form 1099-DIV (dir funds) | vidends, | including | g thos | e from | stocks | or mut | ual |
| Section noted | on references are to the Internal Revenue Code unless otherwise | Form 1099-MISC (proceeds) | various | types of i | ncome | e, prize | es, awa | rds, or | gross |
| relate | e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted hey were published, go to www.irs.gov/FormW9. | Form 1099-B (stock transactions by broken) | | tual fund | sales | and ce | rtain o | ther | |
| | pose of Form | • Form 1099-S (proc | | | | | • | | |
| | • | • Form 1099-K (mer | | | - | - | | | • |
| inform | tividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer fication number (TIN) which may be your social security number | • Form 1098 (home 1098-T (tuition) | | | ı <i>y</i> , 109 | o-∈ (Si | uuent | oan mi | 51 53 (), |
| (SSN) | , individual taxpayer identification number (ITIN), adoption | • Form 1099-C (can | | | nm | of a | | | |
| | yer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other | • Form 1099-A (acqu Use Form W-9 on | | | | | - | | |

later.

• Form 1099-A (acquisition or abandonment of secured property)

If you do not return Form W-9 to the requester with a TIN, you might

Form W-9 (Rev. 10-2018)

amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- $\,$ 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The iRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) | THEN check the box for |
|--|--|
| Corporation | Corporation |
| Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single- member LLC |
| LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| Partnership | Partnership |
| Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to vou.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for | THEN the payment is exempt for |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g)

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| What Hame and Hamber | To dive the riequester |
|--|---|
| For this type of account: | Give name and SSN of: |
| 1. Individual | The individual |
| Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of |
|--|----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.