



Construction Contract Project Manual

Bradford CHD Improvements
Conference Room Improvement Project
Project Number: 81904200
Florida Department of Health, Bradford County
1801 Temple Avenue North
Starke, FL 32091

Contract Administered by: Connie Pace/ Brian Moderie

Florida Department of Health
Bradford County Health Department
1801 Temple Avenue North
Starke, FL 32091

POND & Company
10199 Southside Blvd.
Jacksonville, FL 32256
Tel.: (904) 543-0400

Issued for Bids
March 12, 2020

Ron Desantis
Governor

Scott Rivkees, MD
State Surgeon General

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SECTION A - REQUESTS FOR PROPOSALS

A-1 ADVERTISEMENT AND INVITATION TO BID:

The "Advertisement for Bids" and "Invitation to Bid" forms enclosed as Exhibits 1 and 2 will be utilized for requesting proposals from all bidders.

TECHNICAL SPECIFICATIONS

Division 02 Existing Conditions	
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SECTION B – INSTRUCTIONS TO BIDDERS

B-1 SPECIFICATION TERMINOLOGY

DEFINITION OF TERMS:

Whenever in these Instructions the following terms (or pronouns which replace these terms) are used, their intent and meaning will be interpreted as follows:

AGREEMENT:

"Agreement" will mean the document entitled "Agreement between Owner and Contractor." The Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements. The Agreement may be amended only by a Modification.

AIA DOCUMENT:

The American Institute of Architects Document A201, General Conditions of Contract for Construction - 1997 edition. The terms of the AIA Document with modifications will apply to this Agreement as if written in full herein.

ARCHITECT/ENGINEER:

The Design Professional (Architect/Engineer, Architect, Engineer or Other) commissioned by the Owner, acting directly or through a duly authorized representative.

BIDDER:

Any individual, firm, partnership or corporation submitting a proposal for the work contemplated.

BIDDING DOCUMENTS:

All documents provided by Owner or Architect/Engineer to Bidders in connection with the solicitation of bids for the Project, including (i) these General Terms and Conditions; (ii) any Supplementary Terms and Conditions; (iii) the plans, drawings and specifications for the Project; and (iv) any Addenda issued pursuant to Section B-7.

CHANGE ORDER:

A written document prepared by Architect/Engineer and signed by Owner stating their agreement on (i) a change in the work required on the Project; (ii) the amount of adjustment in the Contract Sum, if any; and (iii) the extent of an adjustment in the Contract Time, if any.

CONTRACT DOCUMENTS:

All documents to be incorporated into the Agreement, including (i) these General Terms and Conditions; (ii) any Supplementary Terms and Conditions; (iii) the plans, drawings and specifications for the Project; (iv) any Addenda issued pursuant to Section B-8; (v) the Proposal; and (vi) any Modifications.

CONTRACT SUM:

The amount stated in the Agreement, which is the total amount payable by Owner to Contractor for completing the Project.

CONTRACT TIME:

The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

CONTRACTOR:

The successful Bidder who enters into the Agreement.

DEPARTMENT:

The Department of Health (DOH).

MODIFICATION:

A document issued after execution of the Agreement with the intent of amending the terms thereof, including (i) a written amendment to the Agreement signed by both parties, (ii) a Change Order, (iii) a written

order for a minor change in work issued by the Architect/Engineer.

OWNER:

The Department of Health (DOH).

PROJECT:

The Project identified in the Bidding Documents and the Agreement.

PROJECT REPRESENTATIVE:

An authorized representative of the Architect/Engineer.

PROPOSAL:

A bid for the work contemplated, which the Bidder will submit on approved forms.

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.

SUBSTANTIAL COMPLETION:

The term "Substantial Completion" will mean that the project under this contract is sufficiently completed in accordance with the Contract Documents, so that the Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the Contract Documents.

The term "Substantial Completion" will not mean the inclusion of such minor alterations and patching as the Final Inspection will disclose.

THRESHOLD BUILDING: per Chapter 553.71 F.S.

Threshold Building means any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

B-2 BIDDER'S QUALIFICATION REQUIREMENTS AND PROCEDURES:

Pre-Qualification with the Department of Management Services (DMS) will satisfy these requirements for the Department of Health. Provide a copy of the DMS Confirmation of Contractor's Pre-qualification letter to the Architect.

Bidder qualification requirements and procedures are established by Department rule (Rule 60D-5, Florida Administrative Code) and by the bidding conditions and Specifications. Failure of the bidder to strictly meet and follow all such requirements and procedures may result in bid rejection or disqualification for contract award.

B-3 FAMILIARITY WITH LAWS:

The Bidder is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

B-4 FLORIDA PRODUCTS AND LABOR:

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

B-5 PERMITS:

The contractor is obligated to obtain and pay for a building permit from the local authority for construction of this State facility.

In the case of plumbing, electrical, other internal system permits and connection permits, the Contractor is obligated to obtain such permits and pay such fees.

The Contractor will determine the permits and fees required by any entity having jurisdiction over any part of the project and will include the cost of all such permits in their bid proposal.

Unless otherwise agreed to in writing by the Owner and Contractor, the Notice to Proceed will be issued to Mobilize and to proceed with construction as provided in Section C-4.

B-6 TAXES:

Article 3.6.1 in the AIA document is deleted. Replace with the following:

Although the Owner is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials and services, which will be used in the construction of State-owned buildings, **will not be exempted** from the Tax on these materials and services as evidenced by the following excerpt from the Florida Statutes:

"The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption will not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or 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."

The Owner is not subject to:

1. Federal Excise Taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
2. Federal Tax on Transportation of Property.

In every case of a purchase of materials to be incorporated in the work, which are subject to Federal Excise Tax, the 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.

The Bidder will take these factors into consideration in preparing his proposal, including therein the cost of the State Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

B-7 ALTERNATES:

If the Owner wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative use or type of material or an increase or decrease in scope of the project, these items will be defined as alternates and will be specifically described by the contract documents. Alternates will be listed in the Proposal form in a manner that the Bidder will be able to clearly indicate what sums they will add to (or deduct from) their Base Bid.

B-8 ADDENDA:

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 provided to all prospective Bidders.

B-9 INTERPRETATION OF BIDDING DOCUMENTS:

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

Only the interpretation or correction so given by the Architect/Engineer in writing will 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.

B-10 EXAMINATION OF BIDDING DOCUMENTS/SITE OF WORK:

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 any 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.

B-11 BASIS FOR BIDDING - TRADE NAMES:

For clarity of description and as a standard of comparison, certain equipment, materials, etc., have been specified by trade names or manufacturers (Basis of Design). To ensure a uniform basis for bidding, the Bidder will 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 its intended purpose satisfactorily. Reduction in costs through use of alternates will accrue to the Owner.

B-12 BID GUARANTEE:

Bids will be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid, which may be a certified check, a cashier's check, treasurer's check, bank draft or Bid Bond made payable to the Owner. If a bid bond is submitted, it must be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the Bond and the Power of Attorney must be attached to the Bid Bond. Such check or Bid Bond will be submitted with the understanding that it will guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a written contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required Performance Bond and Labor and Material Payment Bond will be given; and that in the event of the withdrawal of said bond within said period, or failure to enter into said Agreement and give said bonds within ten (10) calendar days after he has received notice of acceptance of his bid, the Bidder will be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. The Bid Bonds or checks will be returned to all except the apparent lowest two qualified bidders after the formal opening of bids. The remaining Bid Bonds or checks will be returned to the two lowest bidders after the Owner and the accepted bidder have executed the Agreement and the Performance Bond and Labor and Material Payment Bond have been approved by the Owner. If the required Agreement and Bonds have not been executed within sixty (60) calendar days after the date of the opening of the bids, then the Bid Bond or check of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

B-13 SURETY COMPANIES ACCEPTABLE TO STATE:

To be acceptable to the State as Surety for Bid Bonds, Performance Bonds and Labor and Material Payment Bonds, a Surety Company will comply with the following provisions:

1. The Surety Company will have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company will have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company will be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company will have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company will also comply with the following provisions:
 - A. The Surety Company will have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount			Policy Holder's Rating	Required Financial Rating	
\$	UP	To	1,000,000	A-	CLASS I
		To	2,000,000	A-	CLASS II
		To	5,000,000	A-	CLASS III
		To	10,000,000	A-	CLASS IV
		To	25,000,000	A-	CLASS V
		To	50,000,000	A-	CLASS VI
		To	100,000,000	A-	CLASS VII

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

- (a) Any risk or portion of any risk being reinsured will be deducted in determining the limitation of the risk. The 10% maximum exposure requirement will not apply to the reinsuring carrier provided authorization by the Florida Office of Insurance Regulation to do business in this state has been obtained.
- (b) The amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety will also be deducted in determining the limitation of the risk.

B-14 PREPARATION AND SUBMISSION OF BIDS:

Each Bidder will copy the proposal form enclosed as Exhibit 4 on his own letterhead, indicate his bid prices thereon in proper spaces, for the Base Bid and for alternates on which he bids. Any erasure or other correction in the proposal may be explained or noted over the signature of the Bidder.

Proposals containing any conditions, omissions, unexplained erasures, alterations, items not called for or irregularities of any kind may be rejected by the Owner.

Each bid must give the full business address of the Bidder and state whether it is an individual, corporation or partnership. The bid must be submitted in duplicate in a sealed envelope. The envelope must be clearly marked on its face as follows:

The bid will be submitted only prior to the time and the place specified in the Invitation to Bid or in accordance with any Addendum issued subsequent to the advertisement. Sealed bid envelopes submitted by mail or by delivery service must be delivered within a separate mail or delivery envelope, also marked "SEALED BID". Bids not delivered in sealed envelopes may be returned to the bidder.

B-15 LISTING OF SUBCONTRACTORS:

In order that the Owner may be assured that only qualified and competent subcontractors will be employed on the project, each Bidder will submit in triplicate with his proposal a list of the subcontractors who will perform the work for each Division of the Specifications utilizing the "List of Subcontractors" form enclosed as Exhibit 5. The Bidder will 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. Only one subcontractor will be listed for each phase of the work.

Any bidder who lists a subcontractor not certified and/or registered by the State to perform the work of his trade if, such certification or registration is required for the trade by Florida Laws, will be rejected as non-responsive.

No change will be made in the list of subcontractors, before or after the award of a contract, unless agreed to in writing by the Owner.

B-16 SUBCONTRACTOR DATA:

Within two (2) working days after bid opening, the apparent low bidder will submit to the Owner's Project Director the following for each subcontractor.

1. Corporate Charter Number. (If applicable).
2. License Number.
3. Name of record license holder.
4. Complete name, address and phone number for listed subcontractors.

B-17 WITHDRAWAL OF BIDS:

Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

B-18 DISQUALIFICATION OF BIDDERS:

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Bidders are believed to be interested.

B-19 RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Bidding Documents. The officer whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be read out loud.

B-20 DISQUALIFICATION OF BIDS:

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. Falsification of any entry made on the contractor's bid proposal will be deemed a material bid deviation and will be grounds for rejection.

B-21 REJECTION OF BIDS:

The Owner reserves the right to reject any and all bids under any of the circumstances prescribed in Rule 60D-5.0071, Florida Administrative Code, and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, Florida Administrative Code, if the low qualified bid exceeds the project construction budget.

B-22 DETERMINATION OF SUCCESSFUL BIDDER:

1. All projects except where competitive bidding is waived under the provisions of Rule 60D-5.008, Florida Administrative Code, will be publicly bid in accordance with the provisions herein. Award of contract will be made to the responsive bidder, determined to be qualified in accordance with the provisions herein and meeting the requirements of the bidding documents, that submits the lowest valid bid for the work. The lowest bid will be determined as follows:

2. The lowest bid will be the bid from the responsive bidder that has submitted the lowest price for the base bid or the base bid plus the additive alternates or less the deductive alternates chosen by the Agency to be included in or excluded from the proposed contract, taken in numerical order listed in the bid documents. The order of the alternates may be selected by the Agency in any sequence so long as such acceptance out of order does not alter the designation of the low bidder.

3. On projects where the Department determines that it is in the best interest of the state the Owner may commence negotiations with any or all of the Bidders based on the submitted proposals that in the Owner's judgment best meets the Owner's needs.

B-23 QUALIFICATIONS FOR AWARD OF CONTRACT:

Prior to being awarded a contract, a low Bidder will be required to satisfy the qualification requirements established in Rule 60D-5, Florida Administrative Code. Failure to strictly meet and follow all such requirements may result in disqualification for contract award.

Generally, a low responsive Bidder must provide to Owner the following:

1. Within two (2) working days after the notice of the bid decision, evidence of Bidder's ability to provide the necessary performance and payment bonds for the project by providing a letter of intent from a surety company meeting the requirements of Section B-13 above.

2. Within seven (7) working days after the notice of the bid decision, the bidder must provide, if requested: (a) a list of projects of similar size and complexity and their status for a period of thirty-six months prior to solicitation, (b) and a copy of the Bidder's current financial statement. Owner will have wide discretion to determine whether the Bidder's experience and financial condition are adequate for the Project.

3. Prior to entering the Agreement, evidence of insurance in effect, equal to or exceeding the limits required in Section C-3 or other Contract documents. Owner will have fourteen (14) days from receipt of each document to determine whether the Bidder is qualified for the contract award. Should the Bidder be disqualified, its bid will be rejected and the Bidder submitting the next low responsive bid will be given seven (7) working days to submit its qualification data.

B-24 NOTICE AND PROTEST PROCEDURES:

1. Notification.

(a) Bid Solicitation: Owner will provide notice of its decision or intended decision concerning a bid solicitation by advertising for bids and distribution of Bidding Documents.

(b) Contract Award: On contracts in excess of \$35,000, notice of a decision or intended decision on contract award or bid rejection will be given by posting at the location where the bids were opened, by electronic posting or by direct communication to Bidders.

2. Protest.

(a) Any person who is affected adversely by Owner's decision or intended decision will file with Owner a notice of protest in writing within 72 hours, excluding Saturday, Sunday and State legal holidays, after (i) receipt of the Bidding Documents if the protest is directed toward the Bidding Documents, or (ii) notice of Owner's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.

(b) Thereafter, a formal written protest by petition in compliance with Section 120.57, Florida Statutes, and Rule 28-110, Florida Administrative Code, must be filed with Owner within ten (10) days after the date the notice of protest was filed.

(c) Failure to file a timely notice of protest or a timely formal written protest petition will constitute a waiver of protest proceedings. Any protest filed prior to posting of the bid tabulation or receipt of the notice of the agency decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

3. Owner Action.

(a) Upon receipt of a notice of protest that has been timely filed, Owner will delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless Owner sets forth in writing particular facts and circumstances which require the continuation of the bid solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare; provided, however, that if the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.

(b) Upon receipt of the formal written protest petition which has been timely filed, Owner will attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.

(c) If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved. Owner may designate a Hearing Officer who will conduct an in formal proceeding pursuant to Section 120.57., Florida Statutes. The qualifications of such designated Hearing Officer will be: (i) a member in good standing of The Florida Bar; or (ii) a person knowledgeable by virtue of practical experience of the procedures relating to soliciting and evaluating bids for state contracts. Notice of in formal proceedings will be given no less than three days prior to the proceeding. The proceeding may be held before Owner.

(d) If there is a disputed issue of material fact, the protest will be referred to the Division of Administrative Hearings of Department of Management Services, State of Florida, for proceedings under Section 120.57, Florida Statutes.

B-25 VENDOR REGISTRATION:

Prior to entering into a contract with the Department, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor registration system. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective contractors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

B-26 PAYMENT BY DIRECT DEPOSIT:

In order to expedite payment, the State offers payments using the Automated Clearing House (ACH) network and the CTX record format. Instructions can be obtained from the Department.

B-27 SPECIAL REQUIREMENTS:

- A. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement will be purchased from the Corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of the Agreement the person, firm or other business entity carrying out the provisions of the Agreement will be deemed to be substituted for the Owner insofar as dealings with the Corporation is concerned. Any products purchased will be of equal or better quality and comparable in price to the products required by the Bidding Documents.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 103
St. Petersburg, Florida 33716
(727) 572-1987
Toll Free: 1-800-643-8459
Website: www.pride-enterprises.org

- B. It is understood and agreed that any articles that are the subject of or required to carry out this Agreement will be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement will be deemed to be substituted for the Department insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

- C. Discrimination; Americans with Disabilities Act Requirements: Any Bidder submitting a Bid or proposal to the Department for providing contractual services may not exclude any person from participating in; deny any person the proceeds or benefits of; nor otherwise subject any person to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex or disability.

Any person with a qualified disability will not be denied equal access and effective communication regarding any bidding/proposal documents or the attendance at any related meeting or Bid Opening. If accommodations are needed because of a disability, please contact the DOH Project Manager. If you are hearing or speech impaired, please contact the Florida Relay Service by calling (800) 955-8771 (TDD) or (800) 955-8770 (Voice).

All Project facilities and related amenities will be in compliance with the Florida Accessibility Code (2014). Further, the Department may require that the Contractor to go above and beyond the requirements of said laws by so stating in the Contract Documents

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SECTION C – CONDITIONS OF THE CONTRACT

C-1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

On projects where the Contract Sum exceeds \$100,000, the Contractor will furnish the Owner with a 100% Performance Bond and 100% Labor and Material Payment Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond and Labor and Material Payment Bond. Form of bond will be as shown on forms Exhibits 7 and 8.

The cost of all Performance Bonds and Labor and Material Payment Bonds will be borne by the Contractor. The Bonds will be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on that date of the Bond. In the usual case, conferring of that authority has occurred prior to the date of the Bond, and the document showing the date of appointment and enumeration of powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification will be dated the same date as the Bonds and the Bonds will be dated the same date as the Agreement.

C-2 EXECUTION OF AGREEMENT AND BONDS:

The Contractor will execute all required forms of the agreement and return within ten (10) calendar days of their receipt. Failure to return all forms correctly executed within ten (10) calendar days of receipt, without written extension by the Owner otherwise, will constitute an irregularity and deemed grounds, at the Owner's option, for rejection and forfeiture of the Bid Deposit or at the Owner's option, for the deduction on a day-for-day basis from the time allotted for completion of the work under Section C-6.

If the Contractor is a firm or Company owned by an individual, the agreement will be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.

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

If Contractor is a corporation, the Agreement will be executed in the name of the entity by a duly authorized officer.

If the Contractor is an LLC, the Agreement will be executed by a managing member or manager of the company.

If the Contractor is a corporation, the agreement will be executed in the name of the Corporation and will bear the corporate seal. It may be signed for the corporation by the President and attested by the Secretary; if signed for the Corporation by any other officer than the President, the signature of such officer signing will be attested by the Secretary, and the executed agreement will be accompanied by a duly authenticated document bearing the seal of the corporation, quoting the section of the by-laws of the corporation authorizing the Board of Directors to designate such officer and copy of the resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of the execution of the contract, and may not be dated earlier than the date of the execution of the Agreement. The same officer may not execute the Agreement and authenticate the document of authority.

Performance Bond & Labor and Material Payment Bond

These bonds will be executed on behalf of the Contractor in the same manner and by the same person who executed the Agreement.

C-3 CONTRACTOR'S INSURANCE:

The Contractor will not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor will the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies will be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

Worker's Compensation Insurance

The Contractor will take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance will comply fully with the Florida Worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor will provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Owner, for the protection of his employees not otherwise protected.

Bodily Injury and Property Damage Insurance. Contractor will take out and maintain during the life of this Agreement the following insurance policies as will protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by him, and the amount of such insurance will be the minimum limits as follows:

- (1) **Contractor's Comprehensive General Liability Insurance:**
\$1,000,000 Each Occurrence, Combined Single Limit.
- (2) **Auto Liability Insurance:**
\$300,000 Each Occurrence, Combined Single Limit.
- (3) **Owner's and Contractor's Protective Liability Insurance:**
\$500,000 Each Occurrence, Combined Single Limit.
- (4) **Builder's Risk Insurance, All Risks Form:**
To be issued on a completed value basis. Installation Floaters and other Inland Marine Forms may be utilized where applicable and are in the best interest of Owner.

Subcontractor's Insurance. Unless the above policies extend to the operations of all subcontractors, Contractor will require each subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above.

"XCU" (Explosion, Collapse, Underground Damage)

The Contractor's Liability Policy will provide "XCU" coverage for those classifications in which they are applicable.

Broad Form Property Damage Coverage, Products and Completed Operations Coverage's

The Contractor's Liability Policy will include Broad Form Property Damage Coverage, Products and Completed Operations Coverage's.

Contractual Liability-Work Contracts

The Contractor's Liability Policy will include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

Indemnification. To the fullest extent permitted by law, Contractor and its liability insurer will indemnify and hold harmless Owner from and against liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or Contractor's employees, agents and subcontractors in the performance of work on the Project. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to Owner.

Contractor hereby acknowledges receipt of good and valuable consideration as part of its fee in exchange for giving Owner the indemnification provided above. The limit of such indemnification will be \$1,000,000.00 per occurrence.

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

The asbestos-abatement Contractor will procure a pollution endorsement to his public liability insurance, against claim or claims expenses arising from the abatement project, as required by Section 255.56, Florida Statutes. The coverage by the endorsement may be of the Claims-Made type.

Loss Deductible Clause

The Owner will be exempt from, and in no way be liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the General Contractor and/or Subcontractor providing such insurance.

Certificate of Insurance

The Owner will be furnished proof of coverage of the above required insurance. Said proof will be submitted on a form approved by the Department of Insurance. Said certificate of insurance forms will be completed, signed by the authorized licensed Florida Resident Agent and returned to the office of the Owner. These certificates will be dated and show:

- (1) The name of the insured contractor, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insured will mail notice to the Owner at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of Insurance will be in the form as approved by Insurance Standards Office (ISO) and such Certificate will clearly state all the coverage's required in this Section.
- (4) Certificate of Insurance will state that the Owner and Agent are listed as additional insured on all appropriate policies.
- (5) Copy of the endorsement or additional insured rider to the General Liability Policy.
- (6) Date of Birth of authorized Resident Agent.

Miscellaneous

- (1) If Contractor requests in writing that insurance for special hazards be included in the property insurance policy, Owner will permit Contractor to purchase such insurance, but the cost thereof will be paid for by Contractor.

- (2) Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to the proceeds of such insurance held by Contractor as trustee. The Contractor will require similar waivers by subcontractors and sub-subcontractors.
- (3) If required in writing by any party in interest, Contractor, as trustee will, upon the occurrence of an insured loss, give bond for the proper performance of its duties. It will deposit in a separate account any money so received, and it will distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no special agreement is made, replacement of damaged work will be covered by an appropriate Change Order.
- (4) Owner, as trustee, will have power to adjust and settle any loss with the insurers.
- (5) If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion thereof, such occupancy will not commence prior to a time mutually agreed to by Owner and Contractor and to which the insurance company or companies providing the property insurance once have consented by endorsement to the policy or policies. This insurance will not be cancelled or lapsed on account of such partial occupancy. Consent of Contractor and the insurance company or companies to such occupancy or use will not be unreasonably withheld.

C-4 NOTICE TO SECURE PERMITS AND UTILITY CONNECTIONS; NOTICE TO PROCEED:

Once the Agreement is fully executed, Contractor will be given a notice to secure and pay for all required permits from all agencies with jurisdiction over the area in which the Project is located and to pay all required connection fees from all agencies supplying utilities to the Project.

The Contractor is allowed thirty (30) calendar days from the time of this notice to secure and pay for those required permits and utility connections, if such connection fees are required before construction can start. Special permits such as tree removal, Water Management District, Dept. of Environmental Regulation, septic tank, etc., may be necessary before construction can start. If additional time is required, the Contractor will request approval of a time extension for good cause for the purpose of obtaining any permit required prior to commencing construction on the site.

Upon paying for all required connections and securing the Building Permit, the Contractor will notify the Architect/Engineer and the Owner. The Notice to Proceed to mobilize on site and to proceed with construction will then be issued by the Owner.

C-5 PUBLIC NOTICE:

Immediately following receipt of Notice to Proceed as prescribed in Section C-4 herein above, Contractor will post a notice in the following form in a conspicuous place on the Project site:

"Notice is hereby made to all those concerned and affected that (Contractor's Name) is performing (Project Name, Project Number at Project Location).

All parties furnishing labor, materials and/or equipment to said project are to provide notice of such in writing by certified mail to Owner at the (Owner's Address) within twenty (20) calendar days of first providing such labor, materials and/or equipment."

C-6 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The work to be performed under the Agreement will (i) be commenced within ten (10) calendar days after date of Notice to Proceed; (ii) attain Substantial Completion within 60 calendar days of the Notice to Proceed (the "Substantial Completion Date"), and (iii) be finally complete within 30 days of the Substantial Completion Date.

Because failure to complete the Project in a timely basis will result in substantial injury to Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if Substantial Completion does not occur by the Substantial Completion Date, Contractor will pay to Owner as liquidated damages for such delay, and not as a penalty, **One Thousand dollars (\$1,000.00)** for each and every calendar day elapsing between the Substantial Completion Date and the date such substantial completion will have been fully accomplished. Said liquidated damages will be payable in addition to any excess expenses or costs payable by Contractor to Owner under Section C-46&47 ("Termination"), and will not exclude the recovery of damages by Owner under other provisions of the Contract Documents, except for Contractor's delay. This provision of liquidated damages for delay will in no manner affect Owner's right to terminate the contract as provided in Section C-46 &47 or elsewhere in the Contract Documents. Owner's exercise of the right to terminate will not release Contractor from its obligation to pay said liquidated damages in the amounts set out above.

In the event of termination of the Agreement by Owner prior to the Substantial Completion Date, Contractor will be liable to Owner for the expenses for additional managerial and administrative services provided in Section C-46&47 and also for the per diem liquidated damages at the rate specified in the Agreement:

1. for each day it is in arrears in its work at the time of said termination as determined by the Architect/Engineer, and
2. for an additional thirty (30) calendar days, hereby stipulated and agreed to be the time it will require Owner to effect another contract for completion of the Project and for resumption of work thereon.

Provided, however, that the sum of 1 and 2 above will not exceed the number of days beyond the Substantial Completion Date, or any reasonable extension thereof.

Owner may deduct from any balance retained by Owner, the liquidated damages for delay or termination, as the case may be, or such portions thereof as the retained balance will cover.

C-7 CONSTRUCTION SCHEDULES:

Within twenty (20) calendar days after the date of Owner's issuance of a Notice to Proceed, Contractor will prepare and submit to the Architect/Engineer a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which Contractor proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity.

At least once each month, the Architect/Engineer will determine whether the schedule developed and submitted by Contractor meets the requirements stated above and whether the progress of the work complies with Contractor's schedule. Contractor will provide an updated schedule with each request for partial payment. Failure of Contractor to develop, submit and conform to a construction schedule as contemplated herein will be sufficient grounds for the Architect/Engineer to find Contractor in substantial default and certify to Owner that sufficient cause exists to terminate the Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, Contractor will, at the end of each calendar month, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events affecting the progress of work already performed or yet to be performed in contrast with the construction schedule last submitted. Each such update and/or revision to the construction schedule will be submitted to the Architect/Engineer in duplicate. Failure of Contractor to update, revise and submit the Construction Schedule as aforesaid will be sufficient grounds for the Architect/Engineer to find Contractor in substantial default and certify to Owner that sufficient cause exists to terminate the Contract or to withhold payment to Contractor until a schedule or schedule update acceptable to the Architect/Engineer is submitted.

Contractor will have the option of scheduling a Substantial Completion Date earlier than the date established by the Contract Documents; provided, however, in such event, such earlier Substantial Completion Date will be recognized by Owner only as a matter of convenience to Contractor and will not change the date for Substantial Completion established by the Contract Documents or be otherwise binding on Owner or anyone under Owner's control; and provided further, however, in such event, should events occur during performance of the work necessary to complete the Project which would justify the granting to Contractor of an extension of the Contract Time pursuant to the provisions of the AIA Document, Contractor will be entitled to receive only such an extension of Contract Time as is determined by the Architect/Engineer to be due Contractor as follows:

1. If the currently approved Contractor's schedule indicates completion ahead of the contractually established date for Substantial Completion, the time extension to the Agreement will only be determined, when the total time directly affecting the critical path of the schedule is added to the end date of the schedule thereby making a new end date beyond the contractual completion date. The time extension will only be for the time between the currently approved contractual completion date and the new schedule end date.
2. If the currently approved Contractor's schedule indicates completion at or after the contractually established date for Substantial Completion, the time extension will only be added to the contractually established date for the substantial completion and will be determined by the Architect/Engineer as the portion of delay time directly affecting the critical path of the current approved contract schedule.

C-8 VERIFICATION OF OWNER'S SURVEY DATA:

Prior to commencing any excavation or grading, the Contractor will satisfy himself as to the accuracy of all survey data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he will immediately notify the Architect/Engineer in order that proper adjustments can be anticipated and ordered. Commencement by the Contractor of any excavation or grading will be held as an acceptance of the survey data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said survey data.

C-9 CONSTRUCTION FACILITIES:

Sanitary Provisions

The Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with regulations of the County or the Department of Health. No nuisance will be permitted.

Temporary Wiring. Contractor will meet all safety requirements of the National Electric Code, Florida Department of Financial Services, Division of Worker's Compensation or local requirements. In addition, all wire will be so sized that it is not over-loaded according to the National Electric Code, and any wire used will be fused to adequately protect that wire according to the Code referred to. Contractor will have an adequate number of outlets and each outlet will be properly and clearly labeled with the maximum voltage and fuse protection. Where temporary lighting is used, outlet will consist of weatherproof socket insulated and provided with a locking type wire guard. All devices will be properly grounded.

Storage and Work Areas. At the start of the operations Contractor will make arrangements with the Architect/Engineer's field representative and Owner's representative for the assignment of storage and work areas. During construction Contractor will maintain the areas in a neat condition.

Contractor's Field Offices. Trailers may be used for field offices, but their use as living quarters for personnel will be limited to one staff member such as a night watchman or a superintendent.

Underground Utilities. Contractor will meet all requirements of the United States Department of Labor Occupational Safety and Health Administration (OSHA) in the performance of work related to excavations for underground utilities, foundations and other subsurface work. Contractor will conduct thorough training in OSHA standards and requirements on a continuing and regular basis throughout the execution of such work.

Cleaning. Contractor will keep the site and surrounding areas reasonably clean and free of trash at all times. At Substantial Completion, the entire area will be thoroughly cleaned, including all window glass, hardware, plumbing fixtures, electrical fixtures, tile work, etc., and will be kept clean until final completion. Contractor will replace all broken or defective glass and replace all air conditioning filters (any fixed grills or permanent filters will be cleaned). If Contractor fails to clean up as required in this section, Owner may do so itself and charge the cost to Contractor.

Additional instructions regarding Construction Facilities are set forth in the Section entitled "Special Conditions".

C-10 DRAWINGS, SPECIFICATIONS, ETC. – COPIES, CHANGES, OWNERSHIP:

Promptly after the Project is awarded to Contractor, the Architect/Engineer will provide Contractor with CAD plot and print files of all Project drawings and specifications. Contractor will immediately indicate plainly and conspicuously on the field set of drawings and at appropriate paragraphs in the specifications, all changes or corrections made by Addenda and Change Orders as they are issued. The Architect/Engineer is presumed to be the author and owner of all drawings and specifications prepared by it, and Contractor may not use those documents except as authorized herein. The provisions of Article 1.6 of the AIA Document ("Ownership and Use of Drawings, Specifications and Other Instruments of Service") will apply.

C-11 PROJECT DRAWINGS-CHANGES:

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

C-12 INSPECTIONS - ALL PROJECTS:

All projects will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the project is located. The disciplines normally include, but are not necessarily limited to,

structural, mechanical, electrical, plumbing and general building. The contractor will make all permits, drawings, specifications, previous inspection reports, and change documents available to Code Inspectors. The contractor will provide a copy of each inspection report to the Architect/Engineer in a timely fashion.

OTHER INSPECTIONS

1. The Department of Business and Professional Regulation has responsibility for elevator inspections.
2. The State Fire Marshal has responsibility for inspecting facilities in accordance with the Uniform Fire Safety Standards.
3. The Architect/Engineer may have responsibilities, relative to inspections.
4. The Owner and/or Using Agency representatives may also perform inspections.
5. There may be other inspections required as specified elsewhere.

The contractor has responsibilities relative to all types of inspections and is responsible for contacting all of the inspecting entities to determine his responsibilities. All of these inspecting entities have unique and separate responsibilities. One inspection from an entity will not substitute for an inspection from another entity.

C-13 SHOP DRAWINGS:

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

It will be the responsibility of the Contractor to properly schedule the submission of shop drawings for approval to allow adequate time for checking of drawings, manufacture and shipment of items to job site in sufficient time to prevent delay in Progress Schedule.

It will 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.

Shop drawings submitted to the Architect/Engineer for his approval will first be checked and approved by the Contractor, the prima facie evidence of which will be a "checked" stamp marked "Approved", or "Approved as Noted" on each copy of each shop drawing, placed thereon by the Contractor. Shop 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) **Approved as drawn.**
- 2) **Approved as noted.**
- 3) **Returned for correction.**
- 4) **Not approved.**

Submission and Approval of Shop Drawing & Sample Schedule

If and when required by the Architect/Engineer, the Contractor will prepare and submit in triplicate to the Architect/Engineer a completely itemized Schedule of Shop Drawings, brochures and other descriptive literature, listing each and all such items as required under these specifications, which schedule will indicate for each required item:

- 1) Identification as to pertinent Specification Division.
- 2) Item(s) involved.
- 3) Name of pertinent subcontractor or supplier and the name of pertinent manufacturer.
- 4) Schedule date of delivery of pertinent items to the project.

The subcontractors for all phases of the Contract will submit through the General Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the work as required by their respective Divisions of the Specifications. These brochures will be indexed and properly cross referenced to the plans and specifications for easy identification.

All shop drawings, setting drawings, material brochures, samples and/or color selection materials, which are required and are not included in the foregoing will be submitted via the General Contractor. Insofar as is possible or practical, all shop drawings or descriptive literature of equipment for the mechanical or electrical trades will be submitted in a complete brochure for each trade as soon as possible after Notice to Proceed is executed.

The Owner will not grant time extension based on delays due to improper scheduling of work; and the Owner, at his discretion, may withhold progress payments until such time as these requirements are fully satisfied.

C-14 REFERENCE TO A.S.T.M. OR FEDERAL SPECIFICATIONS:

Where reference is made to the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.): "United States Government Federal Specifications, or to other standard specifications of Associated Manufacturer's Organizations, or trades, in connection with the required quality of materials, methods, etc., then the applicable specifications will be of the latest revised edition effective as of the date bids are opened by the Owner, unless otherwise expressly provided in the Contract Documents".

C-15 MANUFACTURER'S SPECIFICATIONS:

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

C-16 APPROVAL OF MATERIALS:

A list of all materials, equipment, etc., together with manufacturer's drawings and catalog information will be submitted to the Architect/Engineer for approval prior to ordering material or equipment but not later than forty-five (45) calendar days after receipt of Notice to Proceed to mobilize on site and proceed with construction. Information submitted will show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Architect/Engineer to determine whether same meets specifications. The Architect/Engineer's approval will not relieve the Contractor of the responsibility for performance of any terms of the Agreement.

If the submittals reflect any changes from the plans or specifications, these changes should be clearly indicated by the Contractor.

C-17 SUBSTITUTIONS:

Substitutions for a specified system, product or material may be requested of the Architect/Engineer and the Architect/Engineer's written approval must be obtained before substitutions will be allowed. All requests for substitutions should be submitted within forty-five (45) days after award of Contract. Substitutions requested after this date may receive no consideration.

In making requests for substitutions the Contractor will list the particular system, product, or material he wishes to substitute, the justification for such a request, and the amount he will add or deduct from the contract sum if the substitution is authorized by the Owner and approved by the Architect/Engineer.

If no addition or deduction to the Base Bid is allowed by the Contractor for such substitution, it will be so stated on the request. Request submitted will include any and all adjustments of that and any other work affected thereby.

C-18 CONSTRUCTION CLIMATE CONTROL:

It will be the responsibility of the Contractor to provide at his expense, the power, fuel and equipment necessary to maintain climatic conditions and humidity when specified, required for work in progress, or required to protect materials, finishes, equipment or systems installed until the final acceptance of the project by the Owner.

C-19 AS-BUILT DRAWINGS:

During the progress of the work, Contractor will require the plumbing, mechanical, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. Contractor will also record all drawing revisions that have been authorized by Change Order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs will be shown on these drawings.

Upon substantial completion of the work, this data will be recorded to scale using AutoCAD, version 2012 or later. Two (2) sets of disk files will be furnished to Contractor by the Architect/Engineer, but cost will be borne by Contractor. Each drawing will be bound, without external references, noted "As Built" and will bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets will not be disturbed except as noted above.

Contractor will review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When ductwork, manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, Contractor will furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for this Project. The disks will be submitted to the Architect/Engineer when completed, together with two sets of blackline prints for certification and forwarding to Owner, at the time of final completion.

C-20 GUARANTEES AND OPERATING INSTRUCTIONS:

The Contractor will provide full cooperation to the Owner in the production of video tape instructions for the operation and maintenance of all HVAC, fire alarm, sprinkler, irrigation, computer and other systems essential to efficient utilization of the building grounds. Owner personnel

or its agents will perform the actual taping, editing and production of such instructional tapes. Cooperation of the on-site representative of the Contractor will be the responsibility of the Contractor, whose representatives are to coordinate instructional activities with the Owner and its personnel or agents.

All work performed by the Contractor in completing the subject project will be guaranteed by the Contractor against all defects resulting from the use of materials, equipment and workmanship for a period of one year from the date of Substantial Completion of the project.

If, within any guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the Architect/Engineer is rendered necessary as a result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract, the Contractor will, promptly upon receipt of notice from the Owner and without expense to the Owner, proceed to:

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

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

The Contractor will be responsible for collecting, identifying, indexing, and collating the following materials from the sub-contractors, and will deliver four copies of the finished document to the Architect/Engineer for checking of correctness.

Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties addressed to the State Agency for which the construction is being performed, as applicable, for each and every piece of Fixed Equipment furnished under this contract to be supplied in a ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name, address, office and home phone numbers, make and model numbers, operating design and characteristics, etc., will be required. All information submitted will be updated to reflect existing conditions.

Subsequent to the time of Substantial Completion and receipt of As-Builds, Operations and Maintenance Books but prior to the date of Final Acceptance, the Contractor and/or Subcontractor will provide a competent and experienced person (or persons) thoroughly familiar with the work for a reasonable period of time to instruct the State Agency personnel in operation and maintenance of equipment and control systems.

This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

C-21 INCLUSION OF AIA DOCUMENT A-201:

The General Conditions of the Contract for Construction, American Institute of Architects Document A-201, 1997 Edition, as modified, will apply to and form a part of this Section as if written in full herein.

C-22 SCOPE:

The following Sections (C-23 through C-32) set forth modifications and additions to the General Conditions described above.

C-23 ARTICLE 1, GENERAL PROVISIONS:

Article 1.1.1 - Delete in its entirety.

C-24 ARTICLE 2, OWNER:

Article 2.1.2 - Delete in its entirety.

Article 2.2.1 - Delete in its entirety.

C-25 ARTICLE 3, CONTRACTOR:

Article 3.3.2 - Add the following: "Should the Architect/Engineer find any person(s) employed on the project incompetent, unfit or otherwise objectionable for his duties and so certify the facts to the Contractor, the Contractor will immediately cause the employee to be dismissed and said employee will not be re-employed on this project without written consent of the Architect/Engineer."

Article 3.8.1 - Add the following: "If directed by the Architect/Engineer the Contractor will solicit not less than three bids for the item(s), the cost of which is provided for by a specified allowance sum. The Contractor will purchase the item(s) from one of the three Bidders as directed by the Architect/Engineer."

Article 3.10.1 - Delete in its entirety and substitute: See Section C-7 for progress scheduling.

Article 3.14.1 - Add the following: "All cutting and patching work will blend in and be plumb and square. The quality of materials used will be the same or surpass those used in the adjacent existing construction."

C-26 ARTICLE 4, ADMINISTRATION OF THE CONTRACT:

Article 4.1.1- Delete in its entirety and add the following: "The Architect/Engineer is the design professional identified in the Owner-Contractor Agreement. Throughout the contract documents, the Architect/Engineer is referred to as if singular in number and masculine in gender. The terms Architect and Architect/Engineer mean the Architect/Engineer or his authorized representative."

Article 4.2.8- Delete "and construction change directives"

Article 4.2.12 - Delete end of last sentence: "and will not be liable for the result of any interpretation or decision rendered in good faith."

Articles 4.3 through 4.6.6 - Delete in their entirety.

C-27 ARTICLE 7, CHANGES IN THE WORK:

Article 7.1.1 - Delete "Construction Change Directive"

Article 7.1.2 - Delete "a Construction Change Directive Requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor;"

Article 7.1.3 - Delete "Construction Change Directive"

Article 7.3 through 7.3.9 - Delete in their entirety.

C-28 ARTICLE 8, TIME:

Article 8.3.1 - Delete the words "or by delay authorized by the Owner pending arbitration."

Article 8.1.3 - Delete "...in accordance with Paragraph 9.8." and the add "...as expressed in the Contract Documents."

C-29 ARTICLE 9, PAYMENTS AND COMPLETION:

Article 9.9.1 - Delete the words "provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the work."

C-30 PROTECTION OF PERSONS/PROPERTY:

Article 10.3.3- Delete in its entirety.

C-31 ARTICLE 11, INSURANCE:

Articles 11.2 through 11.4 - Delete in their entirety and insert in their place:

Article 11.2.1, Owner's Liability Insurance - The Contractor will be responsible for purchasing and maintaining an Owner's Protective Liability Insurance Policy with minimum limits as described in, "Instructions to Contractors."

Article 11.3.1, Property Insurance - The Contractor will purchase and maintain property insurance upon the entire work at the site of the full insurable value thereof.

Article 11.3.2 - Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear.

Article 11.3.3 - If the Contractor requests in writing that insurance for special hazards be included in the property insurance policy, the Owner will permit the Contractor to purchase such insurance, but the cost thereof will be paid for by the Contractor.

Article 11.3.4 - The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Article 11.3.1, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee. The Contractor will require similar waivers by subcontractors and sub-subcontractors.

Article 11.3.5 - If required in writing by any party in interest, the Contractor, as trustee will, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He will deposit in a separate account any money so received, and he will distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no special agreement is made, replacement of damaged work will be covered by an appropriate change order.

Article 11.3.6 - The Owner, as trustee will have power to adjust and settle any loss with the insurers.

Article 11.3.7 - If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion thereof, such occupancy will not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance once have consented by endorsement to the policy or policies. This insurance will not be cancelled or lapsed on account of such partial occupancy. Consent of the Contractor and the insurance company or companies to such occupancy or use will not be unreasonably withheld.

Article 11.4.1, Loss of Use Insurance - The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

C-32 ARTICLE 13, MISCELLANEOUS PROVISION:

Article 13.5.1 - Delete last sentence: "The Owner will bear cost of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.", and add; "The Architect/Engineer will designate the tests which will be made, and the Contractor will not obligate the Owner for tests without the Architect/Engineer's approval."

Testing Costs Paid For by the Contractor

Certain tests of materials, equipment and systems are required as part of the contract and will be paid for by the Contractor. These are specifically named in the technical specifications and the types of tests are as follows:

- 1) Where tests are required by the technical specifications for materials, methods or equipment, the Contractor will pay the cost of initial tests to prove qualities and determine conformance with specification requirements, e.g., mill tests on cement and steel; load testing of piling; sieve analysis and calorimetric tests on sand; strength tests for determining proportions of materials or concrete, moisture content and sound transmission tests of concrete blocks, etc;
- 2) If substitute materials or equipment are proposed by the Contractor, he will pay the cost of all tests which may be necessary to satisfy the Architect/Engineer that specification requirements are satisfied;
- 3) If materials or workmanship are used which fail to meet specification requirements the Contractor will pay the costs of all coring or other tests deemed necessary by the Architect/Engineer to determine the safety or suitability of the material or element;
- 4) The Contractor will pay for all testing costs, including but not limited to; power, fuel, equipment and systems for proper operation such as electrical, plumbing, heating ventilation, air conditioning, elevator, dumbwaiters and conveyors, etc.

Testing Costs Borne by the Owner

All other tests performed at the direction of the Architect/Engineer or the Owner will be paid for by the Owner, except to the extent that the cost of performing such tests are otherwise chargeable to the Contractor under provisions of the Contract Documents.

Article 13.6.1 - Delete in its entirety.

Article 13.7.1 - Delete in its entirety.

C-33 CHANGES AND DELAYS, IN THE WORK:

During the course of Contractor's performance under the Agreement, certain events may occur which have the effect of changing the conditions, nature or extent of the work to be performed as specified in the Bidding Documents. The occurrence of these events may result in the issuance of a Change Order and/or delays in the performance of work.

A. Change Orders: Change Orders may cause Contractor to incur greater or less cost and expense to perform the work than planned to be incurred in Contractor's successful bid, in which event Contractor or Owner will respectively be entitled to either an increase or decrease in the Contract Sum to the extent such greater or less cost and expense results. The party entitled to the benefit of any such adjustment to the Contract Sum will, within twenty-one (21) calendar days from the first occurrence of such event(s), present written demand therefore on the other party through Architect-Engineer. Should Contractor and Owner be unable to settle and dispose of such demand within thirty (30) calendar days from the date any such claim is presented, then such demand will be referred to Architect-Engineer for determination, which determination will be final and binding unless appealed in accordance with applicable provisions of this Agreement. The amount of any increase or decrease in the Contract Sum will be governed and controlled by strict adherence to the following guidelines and limitations, and neither party will receive any monetary consideration beyond that which is authorized below.

All adjustments to the Contract Sum resulting from a change in the work will be determined by the measure of actual, or estimated as the case may be, out-of-pocket costs and expenses incurred or spared by the Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work.

- 1) Labor costs will be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
- 2) All material costs, equipment costs and equipment rental costs will be trade discount rates, plus State Sales Tax, where applicable.
- 3) Overhead and profit will be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit will be determined as follows:
 - a. For changes in the work performed by the officers, employees or subsidiaries of the Contractor, overhead and profit will be calculated at the rate of 15 percent of the Contractor's labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs
 - b. For all changes in the work performed by the officers, employees or subsidiaries of the **sub-contractors**, the contractors overhead and profit will be calculated at the rate of 7-1/2 percent of the sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 7-1/2 percent of the **sub-contractors** overhead and profit.
 - c. For changes in the work performed by the officers, employees or subsidiaries of the **sub-contractors**, overhead and profit will be calculated at the rate of 15 percent of the **sub-contractor's labor**, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs.

- 4) In addition to the foregoing, all adjustments to the Contract Sum resulting from a change in the work will include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:
 - a. Paying the premiums required to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents;
 - b. Paying the fee(s) required for licenses or permits called for by changes in the work;
 - c. Paying for delivery of materials or equipment to the job site;
 - d. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
 - e. Paying for testing required by the changes in the work.
- 5) In the event Contractor demands an adjustment in the Contract Sum, such demand will be accompanied by paid receipts or other such written evidence satisfactory to the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.

B. Delays: Article 8.3.3 of the AIA General Conditions is deleted and Contractor's remedies for delays in the progress of the Work, or for changes in the Work, will be limited to those provided in this Article.

Contractor may request an equitable adjustment in the Contract Sum to compensate Contractor for direct and actual overhead costs (excluding profits) incurred as a result of a delay in Contractor's performance under this Agreement if the delay (i) occurs after the Notice to Proceed is issued, (ii) is not due to a Change Order, (iii) is attributable primarily to acts or omissions of Owner, and (iv) in combination with other such compensable delays, extends for more than ten (10) calendar days. Contractor's exclusive remedy for all other delays in performance of the Agreement caused by events beyond its control will be a claim for equitable adjustment in the Contract Time.

C. Limitation of Remedies: Contractor's remedies for delays in the progress of work under this Agreement, or for any changes in such work, will be limited to those provided in this Section. All requests and claims for compensation and damages must be submitted as provided in Section C-34 ("Claims and Disputes"). No provision of this Agreement will be construed as a waiver of sovereign immunity by Owner.

C-34 CLAIMS AND DISPUTES:

The provisions of Chapter 28-106, Florida Administrative Code to the extent not inconsistent with this Article are referred-to and adopted by reference and will govern procedures for claims.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims will rest with the party making the claim.

Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

Contractor will not have any right to compensation other than, or in addition to, that provided by this Agreement, to satisfy any Claim unless Contractor has provided notice as required hereunder. All such Claims will be set forth in a petition stating:

1. Name and business address of the claimant,
2. A concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the Claim is based.
3. A concise statement of the provisions of the Agreement together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the industry asserted to be applicable to the questions presented by the Claim and a demand for the specific relief believed to be due the claimant, and
4. The date of the occurrence of the event giving rise to the Claim and the date and manner of Contractor's compliance with the notice requirements this section.

Within thirty (30) calendar days from the date any such Claim is received, Owner will deliver to Contractor its written determination on the Claim. Unless Owner's determination is agreed to by Contractor and a consent order adopting the determination is entered within thirty (30) days of receipt of Owner's determination, Owner will designate a hearing officer who will conduct a proceeding in accordance with Chapter 28-1 06, F.A.C.

Pending final resolution of a Claim unless otherwise agreed in writing, Contractor will proceed diligently with performance of the Contract and Owner will continue to make payments in accordance with the Contract Documents.

The venue for all civil and administrative actions against the department will be in Leon County, unless otherwise agreed by the parties.

Except as otherwise agreed, Contractor and Owner hereby waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages for loss of use, lost profits and overhead expenses. This mutual waiver applies, without limitation, to all consequential damages due to a party's termination in accordance with sections C-46 & C-47.

C-35 PROGRESS PAYMENTS:

- A. The provisions of AIA Document Articles 9.1 through 9.7 ("Payments and Completion") will apply, subject to the requirements of this section and the following modifications:
 - (i) Delete Article 9.3 .1 .1; (ii) Delete from the sixth line of Article 9.7.1 the following: " ... or awarded by arbitration"; and (iii) Delete the last sentence of Article 9.7.1 in its entirety.
- B. Funding for this Project may have been appropriated by the State Legislature or furnished by Federal Grant to a particular State Agency, and therefore payments to Contractor may be made by the government agency based on approval of each payment by Owner.

Based upon Certificate of Partial Payment submitted to the Architect/Engineer by Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by Owner, Owner will make progress payments to Contractor against the account of the Contract Sum in accordance with the following:

- I. Within thirty (30) calendar days from Owner's receipt and acceptance of a Certificate of Payment, Owner will pay, or cause to be paid to Contractor, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the Contract Sum properly

allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments. However, at the time the work is 50% complete, Owner must allow the retainage to be reduced from 10% to 5%. Pursuant to Section 255.078(4), Florida Statutes, after 50% completion of the construction services purchased pursuant to the Agreement, Contractor may present to the Architect/Engineer a payment request for up to one-half of the retainage held by Owner. Owner will promptly make payment to Contractor, unless Owner has grounds, pursuant to Section 255.078(6), Florida Statutes for withholding the payment of retainage. If Owner makes payment of retainage to Contractor for labor, services, or materials supplied by one or more subcontractors or suppliers, Contractor will timely remit payment of such retainage to those subcontractors and suppliers.

2. Contractor will promptly pay each Subcontractor in accordance with Sections 287.0585 and 255.078, Florida Statutes, upon receipt of payment from Owner out of the amount paid to Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of such Subcontractor's work .

3. The Architect/Engineer may, on request at its discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by Contractor and the action taken thereon by the Architect/Engineer on account of work done by such Subcontractor.

4. Neither Owner nor the Architect/Engineer will have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

5. No Certificate of Payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by Owner, will constitute an acceptance of any work not in accordance with the Contract Documents.

C. Contractor will request such compensation by submitting:

1. A properly completed and notarized Certificate of Partial Payment on the form enclosed as Exhibit 4.

2. A properly completed Contractor's Status Report of Minority & Disabled Veteran's Business Enterprise on the form enclosed as Exhibit 6. This form must be submitted even if no minorities are reported.

3. A Schedule of Contract Values as described below.

- D. Contractor will, within ten (10) calendar days from date of Agreement, submit to the Architect/Engineer for approval three copies of a Schedule of Contract Values which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by Subcontractor item, and utilizing the Construction Specification's Institute "Masterformat Section Numbers". The value of each item will include a true proportionate amount of Contractor's overhead and profit. The sum of all such scheduled values will equal the Contract Sum as evidenced by the Agreement.

The approved Schedule of Contract Values will accompany and support Contractor's periodic Certificate of Partial Payment and will indicate the value of suitably 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.

The Schedule of Contract Values form approved by the Owner will be used to present this and other pertinent information which will facilitate the processing by Owner's representatives of Contractor's Certificate of Partial Payment.

C-36 FINAL PAYMENT:

Within thirty (30) calendar days from the date of Contract Completion, the Owner will pay or cause to be paid to the Contractor, the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the Work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the Work has been satisfactorily completed, the Contractor's obligations under the Contract have been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer (See Section C-35, Progress Payments).

The Contractor's application for final payment will be accompanied by the following:

1. Pay Request (4 copies with original signatures and original seals) noted as Final (Exhibit 10).
2. Final Schedule of Contract Values (Exhibit 11).
3. Consent of Surety to make Final Payment (Signed & Sealed)
4. Power of Attorney from Surety for Release of Final Payment (Signed, Sealed, and dated same as Consent of Surety)
5. Certificate of Contract Completion (Exhibit 12)
 - (a) Page 1 completed by the General Contractor (Original + 3 copies)
 - (b) Page 2 completed by Architect/Engineer (Original + 3 copies)
6. Certificate of Occupancy from the authority having jurisdiction.
7. Notice of Release of Lien from each Sub-Contractor who has filed Notices to Owner
8. Contractor's Guarantee of Construction for One (1) year from the date of Substantial Completion.
9. Copy of the Approval by the Architect/Engineer and the Transmittal to the State Agency of Manuals, Shop Drawings, As-Built's (2 paper sets and 2 CDs in AutoCAD DWG format, version 2010 or later), Brochures, Warranties, and List of Subcontractors, with telephone numbers and addresses.
10. Verification that State Agency personnel have been trained in the operation of their new equipment for each System; HVAC, Controls, Fire Alarm, etc. submit Attendance List.
11. Fully executed Roof Warranty (if applicable) in the name of the State Agency for whom the Project is being constructed.
12. Other special warranties as required by specifications, in the name of the State Agency for whom the Project is being constructed.
13. Certificate of Specification- No Prohibited Hazardous Material.
14. Florida Accessibility Code Acknowledgement

C-37 LATE PAYMENT RIGHTS:

Upon receipt of a Certificate of Partial Payment, Owner has thirty (30)

days to inspect and approve the work. If payment is not issued within 40 days after the Certificate of Partial Payment is received and the work is inspected and approved, interest at the rate specified in Section 215.422, Florida Statutes will be due and payable in addition to the Certificate of Partial Payment amount Interest penalties of less than one (1) dollar will not be enforced unless Contractor requests payment. Certificate of Partial Payment which have to be returned because of preparation errors will result in a delay in the payment. The payment requirements do not start until a properly completed Certificate of Partial Payment is provided to Owner or Architect/Engineer.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at the Department of Financial Services website.

C-38 EXCLUSION OF OWNER FROM LIABILITY:

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

C-39 DUTIES OF ARCHITECT/ENGINEER'S REPRESENTATIVE:

(If one is authorized by the Owner)

- A. The provisions of AIA Document Article 4.2 ("Architect's Administration of the Contract"), will apply subject to the other terms of the Agreement and the following modifications:
 1. Add the following to Article 4.2.5: "The authorized representatives and agents of the Architect/Engineer, Owner, and the United States Federal Agencies providing monies in the form of grant-funds or loans and such other persons as the Owner may designate will have access to and be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, other relevant data and records wherever they are in preparation and progress. The Contractor will provide proper facilities for such access, inspections and, when required, exact duplicate copies of the aforementioned data will be furnished."
 2. Delete last sentence of Article 4.2.10 and add the following: "The duties, responsibilities and limitations of authority of any such Project Representative will be as set forth in the Contract Documents."
- B. The Duties of the Architect/Engineer's Representative(s) will include but not be limited to the following:
 1. Assist the Contractor in obtaining interpretation of the Contract Documents from the Architect/Engineer.
 2. Conduct daily on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.
 3. Request additional details and/or information from the Architect/Engineer when needed by the Contractor.
 4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit these to the Architect/Engineer with recommendations.

5. Anticipate problems, which may create delays and problems in construction and report these to the Contractor and Architect/Engineer for solution.
 6. Maintain official relationship only with the General Contractor Job Superintendent(s) and communicate problems to him regardless of which sub-contractor(s) work is involved.
 7. Attend all required construction conferences and participate actively in discussions of the project.
 8. When authorized by the Architect/Engineer conduct tests and inspections as required by the Contract Documents and record results of such tests and inspections.
 9. Maintain a daily log of project activity including but not limited to: hours on the job site, weather conditions, daily construction activity, and number of men in each trade on the site, general observations, written and verbal directives to Contractor and visits of governmental officials.
 10. If, upon inspections or observations, work is found not to be in accordance with Contract Documents, advise the Architect/Engineer verbally and in writing. Consult with the Architect/Engineer for further directions if the Contractor does not correct work as directed by the Architect/Engineer.
 11. Check that tests and inspections to be performed by others, in addition to those performed by Architect/Engineer's Representatives and/or the Architect/Engineer, are actually performed; in accordance with the Contract Documents.
 12. When requested, accompany all State, Federal officials on inspections of construction and record the inspection in the log.
 13. Cooperate with Owner's Project Director or Inspectors and provide them with all requested information about the project.
 14. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings, and job log.
 15. Review requisitions for payment submitted by the Contractor and transmit to the Architect/Engineer with recommendations.
 16. Participate in the inspections of construction with the Architect/Engineer and Owner's Project Director at regular intervals and at Substantial Completion and provide Architect/Engineer with information as to work which is not complete, defective, or not in accordance with Contract Documents.
 17. Refer all communications from State Agencies to the Owner's Project Director and to the Architect/Engineer.
 18. Copy the Owner's Project Director on all correspondence related to the project.
 19. Review plans, specifications and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Architect/Engineer when discovered.
 20. Advise Contractor and Architect/Engineer of work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.
 21. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings and related correspondence. If in conflict, advise Contractor and/or Architect/Engineer.
 22. Check that Contractor is maintaining a record of notated drawings of As-Built conditions, when As-Built drawings are specified to be provided.
 23. When necessary, act as liaison between the Contractor and the State Agency who will occupy the project in the coordination of the State Agency's requirements to the Contractor(s) schedule.
- B. The Architect/Engineer's Representative is **not** authorized to do the following:
1. Authorize deviations from the Contract Documents (unless approve by Architect/Engineer).
 2. Expedite the work for the Contractor(s).
 3. Advise the Contractor on building techniques or scheduling.
 4. Approve Shop Drawings.
 5. Issue Certificate for Payment.
 6. Approve substitutions.
 7. Interpret the Contract Documents except when obviously clear.
- C. The Architect/Engineer's Representative should **not**:
1. Get involved in disputes or problems between subcontractor and subcontractor.
 2. Get involved in disputes or problems between General Contractor and subcontractor.
 3. Offer gratuitous advice to Contractor or subcontractors on how to perform the work whether solicited from Contractors or not.
 4. Communicate with State Agency's representative in any official way except as noted in Item A-23 above.
 5. Make vague and unclear log entries as to the acceptability of the Contractor's work. If unacceptable and not corrected properly and in a timely way, the condition should be entered into the job log clearly as a statement made with follow-up written communication to the Architect/Engineer.
 6. Order a work stoppage except in extreme emergencies and except under conditions authorized only by the Architect/Engineer.

C-40 DUTIES OF THE OWNER'S STATE CONSTRUCTION REPRESENTATIVE:

(If one is authorized by the Owner)

NOTE: This Representative is NOT a State Building Code Inspector

- A. The duties of the Owner's State Construction Representative will include but not be limited to the following:
1. Be present at the site at all times when construction is being performed and conduct daily on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.

2. Anticipate problems, which may create delays and problems in construction and report these to the Owner's Project Director for solution.
 3. Attend all construction conferences.
 4. When authorized by the Owner's Project Director, conduct inspections as required by the Contract Documents and record results of such inspections.
 5. Maintain a daily log of project activity including but not limited to: hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal directives to the Contractor and visits of governmental officials and the Architect/Engineer.
 6. If, upon inspection or observations, work is believed not to be in accordance with Contract Documents, advise the Owner's Project Director verbally and in writing.
 7. Check that tests and inspections to be performed by others, in addition to those performed by Architect/Engineer's Representative and/or the Architect/Engineer are actually performed in accordance with the Contract Documents.
 8. When requested, accompany all State and/or Federal officials on inspections of construction and record the inspection in the log.
 9. Cooperate with the Owner's Project Director and provide them with all requested information about the project that he can provide or direct them to the Architect/Engineer for assistance where appropriate.
 10. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings and job log.
 11. Review requisitions for payment submitted by the Contractor via the Architect/Engineer and transmit to the Owner's Project Director with recommendations.
 12. Participate in the inspections of construction with the Owner's Project Director at regular intervals and at substantial completion and provide the Owner's Project Director with information as to work which he feels is not complete, defective, or not in accordance with Contract Documents.
 13. Refer all Communications from State Agency that will occupy the project to the Owner's Project Director.
 14. Copy the Owner's Project Director on all correspondence related to the Project.
 15. Review plans, specifications and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Owner's Project Director when he feels problems exist.
 16. Advise the Owner's Project Director when he observes work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.
 17. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings and related correspondence. If believed to be in conflict, advise the Owner's Project Director.
 18. Check that Contractor is maintaining record notated drawings of as-built conditions, when as-built drawings are specified to be provided.
- B. The Owner's State Construction Representative is **not** authorized to do the following:
1. Authorize deviations from the Contract Documents.
 2. Expedite the work for the Contractor.
 3. Advise the Contractor on building techniques or scheduling.
 4. Approve Shop Drawings.
 5. Issued Certificate for Payment.
 6. Approve Substitutions.
 7. Interpret the Contract Documents for the Contractor.
- C. The Owner's State Construction Representative should **not**:
1. Get involved in disputes or problems between Subcontractor and Subcontractor.
 2. Get involved in disputes or problems between General Contractor and Subcontractor.
 3. Offer gratuitous advice to Contractor and Subcontractors on how to perform the work whether solicited from Contractors or not.
 4. Communicate with State Agency's representative in any official way.
 5. Make vague and unclear log entries as to the acceptability of the Contractor's work. If unacceptable and not corrected properly and in a timely way, the conditions should be entered into the job log clearly as a statement made with follow-up written communications to the Owner's Project Director.
 6. Order a work stoppage except in extreme emergencies affecting Life Safety.

C-41 PROHIBITED MATERIALS – ASBESTOS:

Per Section 255.40, Florida Statutes, the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.

C-42 HARMONY:

Contractor is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Contractor and his Subcontractors for Work on the project will work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Contractor further agrees that this provision will be included in all subcontracts of the Subcontractor as well as in the Contractor's own contract; provided, however, that this provision will not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

C-43 CONTRACTOR REPRESENTATION:

The Contractor represents and warrants that the information provided by the Contractor on Owner's Form DBC-5085 "Experience Questionnaire and Contractor's Financial Statement", which was submitted by the Contractor to qualify for award of this contract, and is hereby made a part of this Agreement by reference, is true, accurate and correct. The Contractor understands and agrees that materially inaccurate information may result in termination of this contract at the Owner's option.

C-44 CONTRACTOR'S WORK FORCE:

The provisions of AIA Document Article 5 ("Subcontractors") will apply, subject to the following modification: (i) Add the following to Article 5.2.1: "The Contractor will not remove or replace subcontractors listed in his bid subsequent to the lists being made public at the bid opening, except upon good cause shown and only when approved in writing by the Owner."

Also, if the Contract Sum exceeds \$500,000, Contractor will perform no less than 15% of the management and construction work utilizing its own employees. The percentage will be calculated dividing the estimated cost of labor deployed by Contractor on the Project (including overhead and profit), by the total estimated labor costs for the Project.

C-45 CONTRACTOR'S SUPERVISION OF PROJECT:

The Contractor must provide, as a minimum, field (on site) supervision (through a named superintendent) of each of the general, concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing trades, either through the use of his employees, or in the instance of mechanical, plumbing and electrical trades through the use of employees of the subcontractor as shown in Items 55 and 56 of the Documents entitled "Experience Questionnaire and Contractor's Financial Statement", and Item (2)(b)11 Supervisor, as required in Florida Administrative Code Rule 60D-5.004. These Documents by reference form part of this Agreement. The Contractor will not change or deviate from these principal and supervisory personnel without the written consent of the Owner.

C-46 TERMINATION FOR CAUSE OR MUTUAL AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days' notice by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this Agreement may be unilaterally terminated by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In the event of termination, due to the fault of others, Contractor will be paid for services performed to termination date, including reimbursements then due plus terminal expense.

C-47 TERMINATION FOR CONVENIENCE:

The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner will determine that such termination is in the best interest of the Owner. Upon termination, the contractor will be entitled to payment and profit for Work completed to the time of termination, only. The percentage of completion will be determined by the Architect/Engineer, based upon the approved Schedule of Values.

C-48 PUBLIC ENTITY CRIME INFORMATION STATEMENT:

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.

C-49 DISCRIMINATION, DENIAL OR REVOCATION FOR THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

C-50 CRIMINAL BACKGROUND CHECKS:

Criminal History Background Checks (Level I) will be obtained for all employees and agents of the Contractor and his subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the Contractor working within buildings or facilities either owned or managed by the Department of Management Services. The Contractor may also be required to perform Criminal History Background Checks for all employees and agents of the Contractor and his subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the Contractor working within buildings or facilities owned or managed by other government entities.

The Contractor is obligated to obtain and pay for each Criminal History Background Report ("Report"), which may be obtained by accessing the Criminal History link on the Florida Department of Law Enforcement online at <http://www.fdle.state.fl.us>

The Contractor must supply FDLE with the employee's complete social security number to allow FDLE to run the Report. However, there is no need for the Department of Management Services to have this number in its entirety. Therefore, prior to sending reports to the Department, and to maintain confidentiality, the Contractor must blacken out all but the last four digits of the individual's social security number.

The Contractor will forward the Reports to the following e-mail address for confirmation: redmsecurity@dms.myflorida.com.

The Department of Management Services will make the determination whether or not to allow entry/occupation of the buildings/facilities. If access is denied to an individual, additional information will be required in order to re-consider the individual for access.

Additional instructions may be found on the Department's forms and documents website shown on the Bidders Instruction page.

C-51 UNAUTHORIZED ALIENS - CHECKS THROUGH E-VERIFY:

The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A (8 U.S.C. 1324a), of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement.

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within 3 business days after the date of hire; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract with the Department within 90 calendar days after the date the Contract is executed or within 30 days after such persons are assigned to perform work pursuant to the Contract, whichever is later.

C-52 ELECTRONIC MAIL CAPABILITIES:

The Contractor must have full email capabilities. It is the intention of the Department of Health to use electronic communication for all projects whenever possible. The Contractor will provide their electronic mail address and the name of a contact person responsible for their electronic communications.

C-53 ASSIGNMENT OF ANTITRUST CLAIMS:

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, the Contractor hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes to action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this Agreement.

C-54 EMPLOYMENT OF STATE RESIDENTS AND POSTING OF JOB OPENINGS:

Contractor agrees to comply with the requirements set forth in Section 255.099, Florida Statutes, regarding the employment of state residents and the posting of job openings on the State of Florida job bank system.

C-55 CONFLICTING TERMS; ORDER OF PRIORITY:

In the event of conflict among the Contract Documents, the Contract Documents will be construed according to the following priorities:

- Highest Priority: Modifications**
- Second Priority: Agreement**
- Third Priority: Addenda-later date to take precedence**
- Fourth Priority: Supplementary Terms and Conditions**
- Fifth Priority: General Conditions**
- Sixth Priority: Drawings and Specifications**

If there is a conflict within the Drawings, the figured dimensions will govern over the scaled dimensions. Detailed Drawings will govern over the general Drawings. Larger scale Drawings will take precedence over smaller scale Drawings. Drawings will govern over Shop Drawings. Whenever there is a conflict concerning quality or quantity between or among notes, specifications, dimensions, details, or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, or in all other instances not specifically noted above, Contractor will provide the better quality or greater quantity of work.

Compliance with these priority conditions will not justify any changes in the work or any increase in the Contract Sum, unless any such compliance results in work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the Architect/Engineer.

C-56 ESTABLISHMENT OF A LOCAL OFFICE:

Unless waived by Owner for good cause, Contractor must agree to establish or have an active office, or an ongoing project, located within 300 road miles of the Project site.

THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK

SECTION D – SPECIAL CONDITIONS

D-1 ARCHITECT/ENGINEER'S FIELD OFFICE

~~The Contractor will provide and maintain a watertight office at the project for the exclusive use of the Architect/Engineer and his representatives, not less than 12' x 12' in size, one room with at least one window in each exterior wall and an independent outside entrance door fitted with hardware and lock, artificial light, a bench with one drawer, a blueprint rack, a heater and a window air conditioner. This office and equipment will become the property of the Contractor upon completion of the contract.~~

D-2 TELEPHONE

~~A telephone will be installed in the Architect/Engineer's office and it will remain until the full completion of the project. Charges for long distance calls will be paid for by the person making the calls. All other charges in connection with the telephone will be paid for by the Contractor.~~

D-3 WATER

~~Water necessary for construction of the building and testing its plumbing and mechanical systems will be furnished by the Contractor. He will make all connections, install a meter, take out and pay for all permits necessary, do all piping and clear away all evidence of same after the job is completed.~~

D-4 ELECTRICITY

~~All electricity for light and power necessary for the construction of the building and testing of its electrical and mechanical systems will be paid for by the Contractor. He will make all necessary arrangements for this service and perform the work required.~~

D-5 PROJECT SIGN

~~A sign will be erected at the site by the Contractor and will be 3/4" - 4' X 8' exterior grade plywood mounted on 4 x 4 wood posts (p.t.), located in a prominent location approved by the Architect/Engineer and Owner. Sign will conform to the size, colors and design as illustrated on Exhibit 14 enclosed.~~

D-6 INITIAL CONSTRUCTION CONFERENCE

Immediately prior to starting construction, or as soon as possible after the construction has started, the Owner's Project Director will arrange a meeting with the Design Professional, State Agency that will occupy the project, General Contractor, Federal Representatives if involved, Bureau of Apprenticeship and other interested parties. The purpose of this meeting will be to discuss requirements and responsibilities of the various parties involved with the objective of expeditious handling of the construction contract. The Owner's Project Director will chair this meeting.

D-7 SITE SECURITY

The Contractor will pay for and be responsible to secure the site and the project against theft, vandalism and fire, and for public safety at all times (24 hours per day) from Notice to Proceed until Substantial Completion.

D-8 DEFINITIONS OF TIME PERIODS

- 1) Business Days: Monday through Friday 8am to 5pm excluding State holidays.
- 2) Business Hours: 8am to 5pm, Eastern Time, on all business days.
- 3) Calendar Days: all days, including weekends and holidays.



EXHIBIT 1
ADVERTISEMENT FOR BIDS

PROPOSALS ARE REQUESTED FROM State of Florida CERTIFIED GENERAL CONTRACTORS AND CERTIFIED BUILDING CONTRACTORS BY THE FLORIDA DEPARTMENT OF HEALTH, HEREINAFTER REFERRED TO AS OWNER, FOR THE CONSTRUCTION OF:

PROJECT NO: 81904200

PROJECT NAME & LOCATION: Bradford CHD Improvements, Conference Room Improvement Project, 1801 Temple Avenue North, Starke, FL 32091.

FOR: Conference Room Improvement Project at Bradford Department of Health Facility.

PREQUALIFICATION: Each bidder whose field is governed by Chapter 399, 455, 489, and 633 of the Florida Statutes for licensure or certification must submit prequalification data of their eligibility to submit proposals five (5) calendar days prior to the bid opening date. If not previously qualified by the Owner for the current biennium (July 1 through June 30) of odd numbered years, please verify pre-qualification is still valid. Call (850) 488-6233 for information on prequalification with the Department of Management Services. After the bid opening, the low bidder must qualify in accordance with Chapter 60D-5.004.

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

DISCRIMINATION; DENIAL OR REVOCATION FOR THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES: An entity or affiliate who has been placed on the discriminatory vendor list 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.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: If the construction contract award amount is \$100,000.00 or less, a Performance Bond and a Labor and Material Payment Bond are not required.

Sealed bids will be received, publicly opened and read aloud on:

DATE AND TIME: April 13, 2020, Until 2:00 p.m. Local time

PLACE: Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091.

SUBMISSION ADDRESS: Brian Modiere, Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091

NON-MANDATORY PREBID MEETING: A non-mandatory prebid meeting for all bidders will be held at the project site: Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091 on **March 20, 2020** at 11:00 a.m., local time.

PROPOSAL: Bids must be submitted in full in accordance with the requirements of the Drawings, Specifications, Bidding Conditions and Contractual Conditions, which may be examined and obtained from the:

ARCHITECT-ENGINEER: POND & CO., 10199 Southside Blvd., Suite 103, Jacksonville, FL 32256
TELEPHONE: (904) 543-0400

Full sets of drawings and specifications in electronic PDF format may be acquired from the Architect listed above.

CONTRACT AWARD: The official Notice of Award Recommendation will be by electronic posting on the Department's website at http://vbs.dms.state.fl.us/vbs/vbs_main_menu Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If no protest is filed the contract will be awarded to the qualified, responsive low bidder in accordance with Chapter 60D-5 by the Owner.



EXHIBIT 2
(FORM LETTER)

INVITATION TO BID

TO: _____

As a General Contractor, you are invited to submit a bid to the:

Florida Dept. of Health, hereinafter referred to as Owner.

For the construction of:

PROJECT NAME & LOCATION: Bradford CFD Improvements, Conference Room Improvement Project, Bradford County, Starke, FL 32091.

FOR: Conference Room Improvement Project of the Bradford County FDOH.

PREQUALIFICATION: Each bidder whose field is governed by Chapter 399, 455, 489, and 633 of the Florida Statutes for licensure or certification must submit prequalification data of their eligibility to submit proposals five (5) calendar days prior to the bid opening date if not previously qualified by the Owner for the current biennium (July 1 through June 30) of odd number years. After the bid opening, the low bidder must qualify in accordance with Chapter 60D-5.004. A copy of the requirements is included in the Instruction To Bidders under Section B-2 "Bidder Qualification Requirements and Procedures".

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

DISCRIMINATION; DENIAL OR REVOCATION FOR THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES: An entity or affiliate who has been placed on the discriminatory vendor list 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.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: If the construction contract award amount is \$100,000.00 or less, a Performance Bond and a Labor And Material Payment Bond are not required.

Sealed bids will be received, publicly opened and read aloud on:

DATE AND TIME: April 13, 2020, Until 2: 00 PM Local time

PLACE: Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091.

PROPOSAL: Bids must be submitted in full in accordance with the requirements of the Drawings, Specifications, Bidding Conditions and Contractual Conditions, which may be examined and obtained from the:

ARCHITECT-ENGINEER: Pond & Company, 10199 Southside Blvd., Suite 103, Jacksonville, FL 32256
TELEPHONE: (904) 543-0400



EXHIBIT 2 (Continued)

Full sets of drawings and specifications in electronic PDF format may be acquired from the Architect listed above.

OPTIONAL:

A Pre-Bid conference will be held March 20, 2020, commencing at 11:00 a.m., at the project site at Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091. All bidders are encouraged to attend as this will be the only opportunity to view the work area to pose written requests for clarifications of the work requirements prior to bid. Written clarification will be made by email to all potential bidders who have made plan deposits and have provided a valid email address. No clarifications will be issued later than 72 hours prior to bid.

CONTRACT AWARD:

The official Notice of Award Recommendation will be by electronic posting on the Department's website at http://vbs.dms.state.fl.us/vbs/vbs_main_menu. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If no protest is filed the contract will be awarded to the qualified, responsive low bidder in accordance with Chapter 60D-5 by the Owner.

Very truly yours,

BY: _____ (Signature)



EXHIBIT 3
Not Used



EXHIBIT 4

PROPOSAL FORM

SUBMIT IN TRIPLICATE ON CONTRACTOR'S LETTERHEAD

DATE: _____

TIME: _____

TO: _____

Gentlemen:

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully any drawings or specifications, the Form of Agreement, and other Contract Documents with the Bond Requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of Bradford CHD improvements, Conference Room Improvements Project, Florida Dept. of Health, Bradford County, 1801 Temple Avenue North, Starke, FL 32091 No.: 81904200, in full accordance with any drawings and specifications prepared by the firm of POND & CO., 10199 Southside Blvd., Suite 103, Jacksonville, FL 32256, in full accordance with the advertisement for bids, Instruction to Bidders, Agreement and all other documents relating thereto on file in the office of the Architect-Engineer and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

Base Bid: _____ (Dollars) _____ \$

Enclosed is certified check, cashier's check, treasurer's check, bank draft or Bid Bond in the amount of not less than five percent (5%) of the Bid, payable to the Owner as a guarantee for the purpose set out in Instructions to Bidders. (If the bid amount is equal to or less than \$100,000 this sentence should be left out).



EXHIBIT 4 CONTINUED

The Bidder hereby agrees that:

- a. The above proposal shall remain in full force and effect for a period of forty (40) calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within the said forty (40) calendar days.
- b. In the event the contract is awarded to this Bidder, he will enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him and, (if requirement is not deleted per Section C-1 of the Conditions of the Contract), will furnish to the Owner a Contract Performance Bond and a Labor and Material Payment Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid, the form of which is shown by Exhibits 7 and 8 of the Conditions of the Contract and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

NOTICE: Base bids plus the sum of all additive alternates on contracts \$100,000 or less are not required to have a bid guarantee or a Performance Bond or a Labor and Material Payment Bond.

Acknowledgement is hereby made that this proposal includes required permit fees as directed in Section B-25, Permits.

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Florida Construction Industries Licensing Board Certification.

(Name of Holder)

(Certificate No.)

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of (month)
(year)

(SEAL)

By: _____

Title: _____



EXHIBIT 5

LIST OF SUBCONTRACTORS

(To be submitted in triplicate on the Bidder's letterhead, placed in a sealed envelope and attached to Contractor's proposal.)

DATE: _____

THIS LIST IS ATTACHED TO, AND IS AN INTEGRAL PART OF THE BID SUBMITTED BY:

(Bidder to insert his full name, street address, city, and state.)

FOR THE CONSTRUCTION OF:

THE UNDERSIGNED, HEREINAFTER CALLED "BIDDER", LISTS BELOW THE NAME OF EACH SUBCONTRACTOR WHO WILL PERFORM THE PHASES OF THE WORK INDICATED. FAILURE OF THE BIDDER TO SUPPLY SUFFICIENT INFORMATION TO ALLOW VERIFICATION OF THE CORPORATE, AND DISCIPLINE LICENSE STATUS OF THE SUBCONTRACTOR MAY DEEM THE BID AS BEING NON-RESPONSIVE.

SUBCONTRACT

NAME OF SUBCONTRACTOR

(Name)

1. Electrical _____

(Name)

2. Mechanical _____

(Name)

By _____
(Signature)



EXHIBIT 6
AGREEMENT BETWEEN OWNER AND CONTRACTOR

STATE PROJECT NO.
STATE SAMAS CODE
STATE MV DESIGNATION
STATE PROJECT NAME & LOCATION

DRAWINGS: (Project Number, Project Title, Number of Pages of Drawings & Who Prepared By)
SPECIFICATIONS: (Project Number, Project Title & Who Prepared By)

THIS AGREEMENT

Made this day of in the year Two Thousand

ADDENDA: (Each Addendum Number, Date & Number of Pages)
Pages of Drawings & Who Prepared By)

BY AND BETWEEN

(Owner's Name & Address)
hereinafter called the OWNER, and

(Contractor's Name, Address & Federal Tax I.D. No.)
Hereinafter called the CONTRACTOR.

In the event of conflict in the provisions of said Contract Documents, or any of them, the provisions of the basic Agreement which immediately precedes the Signatures of the parties shall control over the Specifications, the General Conditions and Supplementary General Conditions, and the Supplementary General Conditions shall control over the General Conditions of said Standard Form A201 of the American Institute of Architects.

The Owner and the Contractor agree as set forth below.

ARTICLE 2 THE WORK - The Contractor shall perform all the work required by the Contract Documents for items as specified in the (Base Bid & Alternate Nos.)

ARTICLE 1. THE CONTRACT DOCUMENTS - The Contract Documents consist of this Agreement, the Contractor's Proposal, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the drawings, specifications and addenda is as follows:

ARTICLE 3 CONTRACT SUM - The owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of (Amount of Contract in Alphabetical Terms Followed By Amount In Numerical Terms)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

APPROVED: CONTRACTOR
By Corporate President's Signature

CORPORATE SEAL
OWNER

ATTEST:
By Corporate Secretary's Signature

APPROVED:
By Owner's Signature

AS WITNESSED:
By

AS WITNESSED:
By Witnesses Signature



EXHIBIT 7

PERFORMANCE BOND
THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL
PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL
PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENT THAT:

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the (State Agency's Name) as Obligee, hereinafter called Owner, in the amount of

for the payment whereof Contractor and each individual named Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, dated _____, entered into a contract with the Owner for _____, Project Number _____ in accordance with Drawings and Specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner. The time within which the Owner can institute an action on this bond against the Surety or Contractor or shall be determined by the pertinent Florida Statutes.



EXHIBIT 7 CONTINUED

SIGNED AND SEALED THIS (Date)

(Signature of Witness)

(Signature of Contractor) (Seal)

(Signature of Witness)

(Signature of Attorney-In-Fact) (Seal)

(Type Name)

(Signature of Witness)

(Signature of Florida Resident Agent) (Seal)

(Type Name & Birthdate)

Power of Attorney attached hereto.

NOTES CONCERNING SURETY AND EXECUTION

A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, A Surety Company shall comply with all of the requirements of Article B-13 of the Conditions of the Contract.

B. EXECUTION OF BOND

- 1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Agreement.
4. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
5. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
6. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and birthdate in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
7. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
8. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
9. If the date of execution of the Power of Attorney is not the same as the date shown on the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.
10. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.



EXHIBIT 8

LABOR AND MATERIAL PAYMENT BOND
THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the (State Agency's Name) as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

for the payment whereof Contractor and each individual named Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for _____, Project Number _____ in accordance with drawings and Specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him. No such action shall subject the Obligee to any cost, expense, loss or damage, and Contractor shall promptly pay Obligee for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Obligee as a result of any default by Contractor under the contract.
3. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within forty five (45) days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the work furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within ninety (90) days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.
4. An action against the Surety or the Contractor or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract for Construction.
6. Neither any change in or under the contract documents, nor any compliance or noncompliance with any formalities provided in the contract or the change shall relieve the Surety of its obligations under this bond.
7. This bond incorporates by reference all the requirements of Section 255.05, Florida Statutes, including, but not limited to, all notice and time limitation provisions therein. This bond shall be construed and deemed a statutory bond issued pursuant to Section 255.05, Florida Statutes, and not a common law bond.



EXHIBIT 8 CONTINUED

SIGNED AND SEALED THIS (Date)

(Signature of Witness)

(Signature of Contractor) (Seal)

(Signature of Witness)

(Signature of Attorney-In-Fact) (Seal)

(Type Name)

(Signature of Witness)

(Signature of Florida Resident Agent) (Seal)

(Type Name & Birthdate)

Power of Attorney attached hereto.

NOTES CONCERNING SURETY AND EXECUTION

A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, A Surety Company shall comply with all of the requirements of Article B-13 of the Conditions of the Contract.

B. EXECUTION OF BOND

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Agreement.
4. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
5. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
6. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and birthdate in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
7. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
8. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
9. If the date of execution of the Power of Attorney is not the same as the date shown on the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.
10. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.



EXHIBIT 10
OWNER'S CERTIFICATE OF PARTIAL PAYMENT

Contractor (Name and Address):
Request No:
For Period Ending:
Project Name:
Architect-Engineer Job No:
Contract Time (Calendar Days):
Time Elapsed to Date:
State Project:
Federal Project No:

Table with columns: ADDITIONS \$, DEDUCTIONS \$, and various contract items like Original Contract Sum, Change Orders, Balance To Finish, etc.

SHOW INDIVIDUAL MBE PAYMENTS SEPARATELY ON SCHEDULE OF VALUES AND TOTAL ON THIS LINE
TOTAL AMOUNT PAID THIS CERTIFICATE TO MBE SUBCONTRACTORS \$

CERTIFICATION BY THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct...

CONTRACTOR: By:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)
(Name typed printed or stamped)
(Title or Vendor)
(Serial number, if any)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site...

Architect-Engineer Date:

APPROVED FOR SERVICES, PERFORMED AS STATED BY:
Owner's Project Manager Date:



EXHIBIT 10 CONTINUED

Chapter 713.01, Florida Statutes, defines Laborers, Materialmen and Subcontractors as follows:

- (1) "Laborer" means any person other than an architect, landscape architect, engineer, land surveyor, and the like who, under properly contract, personally performs on the site of the improvement labor or services for improving real property authorized and does not furnish materials or labor service of others.
- (2) "Materialman" means any person who furnishes materials under contract to the owner, contractor, subcontractor, or sub-subcontractor on the site of the improvement or for direct delivery to the site of the improvement or for specially fabricated materials, off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.
- (3) "Subcontractor" means a person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of such contractor's contract.



EXHIBIT 11
SCHEDULE OF CONTRACT VALUES

STATE PROJECT NUMBER: _____

_Page _____ of _____

NAME OF STATE PROJECT: _____
 LOCATION: _____

ACCOMPANYING APPLICATION FOR PAYMENT NO. _____

CONTRACTOR: _____

DATE: _____

CSI DIV. NUMBER	CSI DIV. DETERMINATION	CSI DIV. NAME	UNIT	QUANT.	MAT.	LABOR	CONTRACT VALUE	AMT. PAID TO DATE	AMT. REQUESTED THIS PAYMENT	MBE AMT. REQ. THIS PAYMENT	TOTAL COMPL. TO DATE	UNCOMPL. BALANCE
010	000000	GENERAL REQUIREMENTS										
010	100000	Summary of Work										
010	200000	Allowances										
010	250000	Measurement and Payment etc.										
020	000000	SITE WORK										
020	100000	Subsurface Investigation										
020	500000	Demolition										
021	000000	Site Preparation etc.										
030	000000	CONCRETE										
031	000000	Concrete Formwork										
032	000000	Concrete Reinforcement										
032	500000	Concrete Accessories etc.										
040	000000	MASONRY										
041	000000	Mortar and Masonry Grout										
041	500000	Masonry Accessories										
042	000000	Unit Masonry etc.										
050	000000	METALS										
050	100000	Metal Materials										
050	300000	Metal Coatings										
051	500000	Metal Fastening etc.										
060	000000	WOOD AND PLASTICS										
060	500000	Fasteners and Adhesives										
061	000000	Rough Carpentry										
061	300000	Heavy Timber Construction etc.										

The above CSI Division Numbers, Determinations and Names are taken from the "Master List of Titles and Numbers for the Construction Industry" MASTERFORMAT 1995 EDITION



EXHIBIT 11 CONTINUED
SCHEDULE OF CONTRACT VALUES

STATE PROJECT NUMBER: _____

_Page _____ of _____

NAME OF STATE PROJECT: _____
LOCATION: _____

ACCOMPANYING APPLICATION FOR PAYMENT NO. _____

CONTRACTOR: _____

DATE: _____

CSI DIV. NUMBER	CSI DIV. DETERMINATION	CSI DIV. NAME	UNIT	QUANT.	MAT.	LABOR	CONTRACT VALUE	AMT. PAID TO DATE	AMT. REQUESTED THIS PAYMENT	MBE AMT. REQ. THIS PAYMENT	TOTAL COMPL. TO DATE	UNCOMPL. BALANCE
070	000000	THERMAL & MOISTURE PROT.										
071	000000	Waterproofing										
071	500000	Damproofing										
071	800000	Water Repellents etc.										
080	000000	DOORS AND WINDOWS										
081	000000	Metal Doors and Frames										
082	000000	Wood and Plastic Doors										
082	500000	Door Opening and Assemblies										
090	000000	FINISHES										
091	000000	Metal Support Systems										
092	000000	Lath and Plaster										
092	500000	Gypsum Board etc.										
100	000000	SPECIALTIES										
101	000000	Visual Display Boards										
101	500000	Compartments and Cubicles										
102	000000	Louvers and Vents etc.										
110	000000	EQUIPMENT										
110	100000	Maintenance Equipment										
110	200000	Security and Vault Equipment										
110	300000	Teller & Service Equipment etc.										

The above CSI Division Numbers, Determinations and Names are taken from the "Master List of Titles and Numbers for the Construction Industry" MASTERFORMAT 1995 EDITION



EXHIBIT 11 CONTINUED

SCHEDULE OF CONTRACT VALUES

STATE PROJECT NUMBER: _____

Page _____ of _____

NAME OF STATE PROJECT: _____

ACCOMPANYING APPLICATION FOR PAYMENT NO. _____

LOCATION: _____

CONTRACTOR: _____

DATE: _____

CSI DIV. NUMBER	CSI DIV. DETERMINATION	CSI DIV. NAME	UNIT	QUANT.	MAT.	LABOR	CONTRACT VALUE	AMT. PAID TO DATE	AMT. REQUESTED THIS PAYMENT	MBE AMT. REQ. THIS PAYMENT	TOTAL COMPL. TO DATE	UNCOMPL. BALANCE
120	000000	FURNISHINGS										
120	500000	Fabrics										
121	000000	Artwork										
123	000000	Manufactured Casework etc.										
130	000000	SPECIAL CONSTRUCTION										
130	100000	Air Supported Structures										
130	200000	Integrated Assemblies										
130	300000	Special Purpose Rooms etc.										
140	000000	CONVEYING SYSTEMS										
141	000000	Dumbwaiters										
142	000000	Elevators										
143	000000	Escalators & Moving Walks etc.										
150	000000	MECHANICAL										
150	500000	Basic Mechanical Mat. & Methods										
152	500000	Mechanical Insulation										
153	000000	Fire Protection etc.										
160	000000	ELECTRICAL										
160	500000	Basic Electrical Mat. & Methods										
162	000000	Power Generation-Build-Up Sys.										
163	000000	Medium Voltage Distribution etc.										

The above CSI Division Numbers, Determinations and Names are taken from the "Master List of Titles and Numbers for the Construction Industry" MASTERFORMAT 1995 EDITION



EXHIBIT 12

DEPARTMENT OF HEALTH
DESIGN AND CONSTRUCTION
CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION

AGENCY: _____

PROJECT: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Contractor shall save, protect, defend, indemnify, and hold the Owners harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

CONTRACTOR:

_____ (seal)

Title: _____

Date _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)
(Name typed printed or stamped)
(Title or Vendor)



EXHIBIT 12 CONTINUED
A/E CERTIFICATE OF CONTRACT COMPLETION

PROJECT NO: _____

PROJECT TITLE: _____

CONTRACTOR: _____

CONTRACT DATE: _____ DATE OF FINAL COMPLETION: _____

CERTIFICATE OF ARCHITECT/ENGINEER

I CERTIFY: That the work under the above contract has been satisfactorily completed on the date set forth in accordance with the terms of the contract; that the contractor has submitted his sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

A/E Firm Name: _____

By: _____
Printed Name Signature Date

TO BE COMPLETED BY ARCHITECT/ENGINEER THROUGH THE SUBSTANTIAL COMPLETION PHASE

Table with 3 columns: Description, DATE, DAYS. Includes rows for Notice to Proceed, Time Specified in Original Contract, Extension Granted by Change Orders, Total Days Allowable, Project Substantially Completed, and Substantial Completion Overrun.

THROUGH THE FINAL COMPLETION PHASE

Table with 3 columns: Description, DATE, DAYS. Includes rows for Time Specified in Contract, Extensions Granted by Change Orders, Total Days Allowable, Date Actually Completed, and Final Completion Overrun.

TOTAL LIQUIDATED DAMAGES \$ _____

Design and Construction Project Manager: _____
Printed Name Signature Date

Design and Construction Administrator: _____
Printed Name Signature Date



Exhibit 15

DEPARTMENT OF HEALTH REPORTING OF MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES

PLEASE COMPLETE AND REMIT THIS REPORT WITH EACH INVOICE/REQUEST FOR PAYMENT SENT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE CERTIFIED MINORITY BUSINESS ENTERPRISES AS DEFINED IN SECTION 88.703, FLORIDA STATUTES

<u>CMBE SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S CMBE NUMBER</u>	<u>PERIOD EXPENDITURES</u>

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE MINORITY NON-PROFIT ORGANIZATIONS OR MINORITY BUSINESS ENTERPRISES BUT ARE NOT A CERTIFIED MINORITY BUSINESS ENTERPRISES

<u>NON-CMBE SUBCONTRACTOR/ NON-PROFIT ORGANIZATION NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>PERIOD EXPENDITURES</u>

DOH USE ONLY
REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
 SEND COMPLETED FORMS THROUGH INTEROFFICE MAIL TO: JODI BAILEY, MBE COORDINATOR,
 BUREAU OF GENERAL SERVICES, BIN NUMBER B06, TALLAHASSEE, FL.

SECTION 024119 - SELECTIVE DEMOLITION

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 SUMMARY

- A. Section Includes:
 - 1. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden

space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain fire watch during and for at least two hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- B. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

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 SUMMARY

- A. Section Includes:
 - 1. Plastic-laminate-clad architectural cabinets.
 - 2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.4 ACTION SUBMITTALS

- A. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show large-scale details.
 - 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
 - 5. Apply AWI Quality Certification Program label to Shop Drawings.
- B. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.
- C. Samples for Initial Selection: For each type of exposed finish.
- D. Samples for Verification: For the following:
 - 1. Plastic Laminates: 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish required.

- a. Provide one sample applied to core material with specified edge material applied to one edge.
2. Thermoset Decorative Panels: **8 by 10 inches (200 by 250 mm)**, for each color, pattern, and surface finish.
 - a. Provide edge banding on one edge.
3. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For the following:
 1. Composite wood and agrifiber products.
 2. Thermoset decorative panels.
 3. High-pressure decorative laminate.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Manufacturer of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between **60 and 90 deg F (16 and 32 deg C)** and relative humidity between 43 and 70 percent during the remainder of the construction period.
- C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL CABINET MANUFACTURERS

2.2 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
 - 2. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.

- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Abet Laminati Inc.
 - b. Formica Corporation.
 - c. Wilsonart LLC.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Vertical Surfaces: Grade VGS.
 - 3. Edges: Grade HGS.
 - 4. Pattern Direction: Horizontally for drawer fronts, doors, and fixed panels.
- G. Materials for Semiexposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
 - a. Edges of Plastic-Laminate Shelves: PVC T-mold matching laminate in color, pattern, and finish.
 - b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
 - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.
 - 2. Drawer Sides and Backs: Solid-hardwood lumber.
 - 3. Drawer Bottoms: Hardwood plywood.
- H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
 - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners.
- J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated by laminate manufacturer's designations.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 8 to 13 percent.

- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Particleboard: ANSI A208.1, Grade M-2.
 3. Softwood Plywood: DOC PS 1.
 4. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.4 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Blum, Julius & Co., Inc.
 - b. Hardware Resources.
 - c. Knape & Vogt Manufacturing Company.
 - B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening, self-closing.
 - C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
 - D. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
 - E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests and drilled holes, B04081.
 - F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
 - G. Drawer Slides: ANSI/BHMA A156.9.
 1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
 - a. Type: Full extension.
 - b. Material: Zinc-plated steel with polymer rollers.
 2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
 3. For drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.
 4. For drawers more than 3 inches (75 mm) high, but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.

5. For drawers more than **6 inches (150 mm)** high or more than **24 inches (600 mm)** wide, provide Grade 1HD-100.

H. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.

1. Satin Chromium Plated: ANSI/BHMA 626 for brass or bronze base; ANSI/BHMA 652 for steel base.
2. Satin Stainless Steel: ANSI/BHMA 630.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive.

2.6 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of **1/8 inch in 96 inches (3 mm in 2400 mm)** using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than **16 inches (400 mm)** o.c. with No. 10 wafer-head screws sized for not less than **1-1/2-inch (38-mm)** penetration into wood framing, blocking, or hanging strips.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

SECTION 083513 - ACCORDIAN FOLDING DOORS

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 SUMMARY

- A. Section includes.
 - 1. Furnish and install accordion folding partitions as indicated on drawings.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified in writing by the partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
- B. Preparation of the opening shall conform to the dimensions specified, plumb, level, and in accordance to building practices.
- C. Acoustical Performance: Test partitions in an independent acoustical laboratory in accordance with ASTM E90 to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.

1.4 ACTION SUBMITTALS

- A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of partition, component, and accessory specified.
- B. Shop Drawings:
 - 1. Show location and extent of partitions. Include plans, elevations, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
- C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
- D. Samples for Verification: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Clearly mark packages and partitions with numbering systems used on Shop Drawings. Do not use permanent markings on partitions.
- B. Protect partitions during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of accordion folding partition that fail(s) in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide **Modernfold, Inc.; 215 West New Road, Greenfield, IN 46140. Product: Soundmaster #8 Accordion Folding Partition. Manually operated, top-supported, accordion folding** or comparable product by one of the following:
- 2. Hufcor, Inc., 2101 Kennedy Road, P.O. Box 5591, Janesville, WI 53547
- 3. Cornell, 24 Elmwood Avenue, Mountain Top, PA 18707

2.2 CONSTRUCTION

- A. Shall consist of steel hinge plates welded to 3/16-inch (5mm) diameter vertical steel rods, with a single row of plates at the bottom and top with intermediate rows at approximately 42-inch (1067mm) on center. Partitions 10'-0" (3048mm) high or over have a double row of hinge plates at the top. A high tensile alloy steel trolley yoke, functioning as a hinge pin at required intervals, supports the frame assembly.
- B. Sound Transmission Class: Laboratory acoustical performance of the folding partition shall have been tested in an independent acoustical laboratory, in accordance with ASTM E90 test procedure, and shall have attained an STC rating of no less than:
 - 1. Soundmaster #8 – 39 STC.

2.3 PARTITION FINISHES

- A. Finish: Face finish shall be:

1. Reinforced heavy duty vinyl with woven backing weighing not less than 30 ounces per lineal yard.
- B. Partition Trim: Exposed sweep strips of one consistent color.

2.4 SOUND SEALS

- A. Shall be pairs of three layer flexible sweep strips at top and bottom. Vertical female sound channel shall be polyurethane foam lined.
- B. Sound Insulation: 24-gage, V-grooved steel panels and heavy duty flame resistant acoustical membrane. Each panel attaches to the frame with steel leaf fasteners.
- C. Pairs of Flexible Sweep Strips: Shall be provided at top and bottom of the partition. Air release for air trapped within the folding partition shall be accomplished during operation by a series of 3/8-inch (9.5mm) diameter holes through the lead post molding.

2.5 HARDWARE

- A. Grip type hand pulls shall be die cast zinc, satin chrome finish. Extruded aluminum or plastic hand pulls will not be accepted.

2.6 SUSPENSION SYSTEM

- A. #5 (Soundmaster 8 only), #6, or #7 Suspension System, track and trolley sizes matched to the size of the partition.
 1. Suspension Tracks: Shall be of a continuous “C” channel shaped track, connected to the structural support.
 2. Carriers: The accordion folding partition shall be suspended from the track by two wheel intermediate and four wheel lead trolley assemblies.

2.7 OPTIONS

- A. Jamb-Lock: Back post to be secured to the wall by the “Jamb-Lock” mechanism concealed within the back post to provide a quick means of releasing and reattaching the partition for cleaning and decorative purposes.
- B. Locks: Satin chrome hand pulls with (select) manufacturer’s standard locks or master-keyed locks. Master-keyed cylinders furnished by others. Locks shall be an integral part of the pull; Manually Operated Partitions Only.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine ceilings for suitable conditions where accordion folding partition will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with partition manufacturer's written installation instructions, Drawings, and approved Shop Drawings
- B. Install partitions and accessories after other finishing operations, including painting have been completed.
- C. Defective partitions are not acceptable.

3.3 CLEANING AND PROTECTION

- A. Clean partition surfaces upon completing installation of partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and installer that insure operable partitions are without damage or deterioration at time of Substantial Completion.

3.4 ADJUSTING

- A. Adjust partitions to operate smoothly, easily, and quietly throughout entire operational range. Lubricate hardware and other moving parts.

3.5 EXAMINATION

- A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

END OF SECTION 083513

SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

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 SUMMARY

- A. Section Includes:
 - 1. Solid surface material countertops.
 - 2. Solid surface material backsplashes.
 - 3. Solid surface material end splashes.

1.3 ACTION SUBMITTALS

- A. Product Data: For countertop materials.
- B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.
 - 1. Show locations and details of joints.
 - 2. Show direction of directional pattern, if any.
- C. Samples for Verification: For the following products:
 - 1. Countertop material, 6 inches (150 mm) square.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of countertops.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [Formica Corporation.](#)
 - b. [LG Chemical, Ltd.](#)
 - c. [Wilsonart LLC.](#)
 - 2. Type: Provide Standard type unless Special Purpose type is indicated.
 - 3. Colors and Patterns: As selected by Architect from manufacturer's full range.

2.2 COUNTERTOP FABRICATION

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 - 1. Grade: Custom.
- B. Configuration:
 - 1. Front: Straight, slightly eased at top.
 - 2. Backsplash: Straight, slightly eased at corner.
 - 3. End Splash: Matching backsplash.

- C. Countertops: **3/4-inch- (19-mm-)** thick, solid surface material with front edge built up with same material.
- D. Backsplashes: **1/2-inch- (12.7-mm-)** thick, solid surface material.
- E. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
 - 1. Fabricate with loose backsplashes for field assembly.
 - 2. Install integral sink bowls in countertops in the shop.
- F. Joints: Fabricate countertops without joints.
- G. Joints: Fabricate countertops in sections for joining in field.
 - 1. Joint Locations: Not within **18 inches (450 mm)** of a sink or cooktop and not where a countertop section less than **36 inches (900 mm)** long would result, unless unavoidable.
 - 2. Splined Joints: Accurately cut kerfs in edges at joints for insertion of metal splines to maintain alignment of surfaces at joints. Make width of cuts slightly more than thickness of splines to provide snug fit.
- H. Cutouts and Holes:
 - 1. Undercounter Plumbing Fixtures: Make cutouts for fixtures using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
 - a. Provide vertical edges, slightly eased at juncture of cutout edges with top and bottom surfaces of countertop and projecting **3/16 inch (5 mm)** into fixture opening.
 - b. Provide vertical edges, rounded to **3/8-inch (10-mm)** radius at juncture of cutout edges with top surface of countertop, slightly eased at bottom, and projecting **3/16 inch (5 mm)** into fixture opening.
 - 2. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.
 - 3. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

2.3 INSTALLATION MATERIALS

- A. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install countertops level to a tolerance of **1/8 inch in 8 feet (3 mm in 2.4 m)**, **1/4 inch (6 mm)** maximum. Do not exceed **1/64-inch (0.4-mm)** difference between planes of adjacent units.
- B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- C. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
 - 1. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.
- D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.
- E. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
- F. Apply sealant to gaps at walls.

END OF SECTION 123661.16