The School Board of Pinellas County, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, sexual orientation or disability in any of its programs, services or activities.

SPECIFICATIONS

FOR

PROJECT TITLE:

FACILITY:

PROJECT NUMBER:

PROJECT COORDINATOR:

PHONE NUMBER: (727) 547-

FAX NUMBER: (727) 547-

PA/E NAME:

PA/E ADDRESS:

PA/E PHONE NUMBER:

PA/E FAX NUMBER:

DIVISION 1 ‑ GENERAL CONDITIONS

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DIVISION 1 – GENERAL CONDITIONS

# 1.1 SCOPE OF WORK

1. Title of the Project:

B. The Scope of Work to be performed under this project consists of furnishing of all labor/ materials and performing all work necessary to the completion of      .

C. All work described in this bid document and drawings prepared by      . Drawings can be obtained at [www.opengov.com](http://www.opengov.com).

D. Dimensions on drawings shall be checked for accuracy by the Contractor. The Contractor shall determine exact dimensions for proper fit. Drawings shall not be scaled.

E. Bidders and all Subcontractors shall have the following qualifications:

1. It is mandatory that contractors bidding as prime contractors on projects for Pinellas County Schools be currently qualified on the date of opening of bids as a Florida Licensed (type of license)      . Contractor by providing a copy of their contractor’s license, a business license for this type of work and the ability to meet the qualifications as specified in Section 1.2, “Qualifications of the Bidders.”
2. Subcontractors shall be licensed within their respective trade and meet the qualifications as specified in Section 1.2, “Qualifications of the Bidders.”
3. Upon the request of the Owner’s representative, furnish documentation of the following:
4. That this firm has available, or can obtain, adequate personnel, equipment and financial resources to undertake and execute the contract properly and expeditiously, in accordance with the plans and specifications and in strict accord with the recognized standard of quality workmanship.
5. That this firm has a workable construction schedule with reference to number of manpower to be supplied, expected materials delivery dates and construction techniques if necessary.
6. That this firm has a list of intended materials suppliers, including alternates which shall be subject for review and approval by the Owner.

F. The length of the contract shall be for       (     ) calendar days from the date of the Notice to Proceed. This includes the installation and the ordering of the materials and products specified herein. This time stipulation is very explicit and is essential to the completion of the work specified.

G. The parties agree that it is impossible to determine actual damages resulting from failure to finish the work on time and therefore the Contractor agrees to pay the Owner, as liquidated damages and not as penalty, a rate of $      dollars per day for each and every calendar day elapsing between the time set forth in this section as modified by change order, construction change directive, or Contractor’s Agreement and the actual date of substantial completion.

H. The Special Conditions for this project are as follows:

1. .
2. .
3. .
4. .

# 1.2 QUALIFICATIONS OF THE BIDDERS

A. Bidding Entity: Any sole proprietor, firm, partnership, or corporation submitting a proposal for the specified work.

B. The Bidding Entity shall hold all active licenses specified in Section 1.1, Scope of Work, prior to the bid due date.

C. The Bidding Entity shall provide documented evidence of experience doing       (type of project defined), including      number of projects within      number of years. Projects provided as evidence with the Bidding Entity’s proposal shall be of comparable size and scope of work.

D. The Bidding Entity shall provide documented evidence of maintaining a business license under the same legal entity for a period of at least five (5) continuous years, unless otherwise specified in Section 1.1, Scope of Work, prior to the bid due date. “Legal entity” is defined as the same company, corporation, partnership, or sole proprietorship that is a successor-in-interest to the previous entity. In the case of a separate, successor-in-interest entity, that entity must have maintained a business license for a period of five (5) continuous years prior to this bid.

E. The Bidding Entity shall have a place of business for contact by the Owner during normal working hours on normal working days. Home operated businesses are permitted provided contact can be made as specified.

F. The Subcontractors shall provide documented evidence of experience doing       (type of project defined), including       number of projects within       number of years. Projects provided as evidence with the Bidding Entity’s proposal shall be of comparable size and scope of work.

G. Subcontractors used by the Bidding Entity are subject to review by the Owner. Subcontractors shall provide evidence of work experience doing the (specified work from paragraph F), for a period of at least five (5) continuous years and shall provide documented evidence of maintaining a business license under the same legal entity for a period of at least five (5) continuous years, unless otherwise specified in Section 1.1, Scope of Work, prior to the bid due date. A proposed Subcontractor’s list shall be submitted with the Bidding Entity’s bid proposal. If the Owner has a good and sufficient reason, the Subcontractor may be rejected, requiring an alternate Subcontractor, acceptable to the Owner, be used without additional cost to the Owner.

# 1.3 CONTRACT PERIOD

A. The length of the contract is specified in General Conditions, Section 1.1, Scope of Work.

B. If necessary, work may be performed after school or on weekends, as long as such activities are coordinated with the school Principal and approved by the Project Coordinator. If overtime is for the convenience of the Contractor, it shall be charged to the Contractor at a rate equal to the school employee’s current hourly rate and a Change Order from the Contractor’s Purchase Order shall deduct the amount. When overtime is requested of school employees, the request shall be made to the Project Coordinator at least two (2) working days in advance.

C. All Special Conditions such as the availability of the specified work site and completion of work are specified in General Conditions, Section 1.1 Scope of Work.

1.4 LIQUIDATED DAMAGES

1. Inasmuch as time is of the essence in the performance of this contract, failure to complete the project within the time agreed upon shall result in substantial injury to the Owner. It is hereby agreed to by all parties that if the project is not substantially complete on time the Contractor shall pay the Owner, as reasonale compensation for such delay and not as a penalty, a rate of as specified in General Conditions, Section 1.1, Scope of Work for each and every calendar day elapsing between the length of the contract specified threin, as modified by change order, construction change directive, or Contractor’s Agreement

and the actual date of substantial completion. It is further agreed that the Owner may deduct from the balance retained by the Owner the amount of such liquidated damages incurred of such portion as the retained balance shall cover.

# 1.5 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor and PA/E shall be responsible for reviewing the Asbestos Management Plan with the Owner prior to initiation of work.

B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

C. All property of the Owner including but not limited to curbs, driveways, sidewalks, planters, play courts, drainage structures, manholes and underground piping, shall be assumed to be in sound undamaged condition at the beginning of this construction contract. All such items shall therefore be left in a corrected or reconstructed to a sound undamaged condition by the Contractor at his own expense unless, before work commences, he/she identifies to the Owner's Representative and the PA/E that such items were damaged prior to commencing construction. Such previously identified items shall be recorded in writing to both parties, together with copies of photographs taken by the Contractor (as may be practical), prior to beginning construction.

D. When use or storage of hazardous materials or equipment or unusual methods is necessary for execution of the work, the Contractor shall exercise utmost care and shall carry on such activities under supervision of properly qualified personnel. No explosives shall be used or stored on the site.

E. The Contractor shall be fully and solely responsible (accepting the liabilities and responsibilities of his/her Subcontractors are not hereby eliminated) for all matters of safety of person and property arising from this contract. Neither the PA/E nor the Owner or any of their representatives or employees are to be assumed to have any role of responsibility of matters of safety except they (including the PA/E, school Principal or Facility Director) shall have the authority to order stopping of a portion of the work which they notice may endanger students, faculty, school District employees or the public, or employees of the Contractor or Subcontractors. However, safety shall not be their responsibility but shall be solely the responsibility of the Contractor.

F. The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the work site and other people who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-Subcontractors; and
3. Other property at the site or adjacent hereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

G. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

H. The Contractor shall erect and maintain, as required by existing conditions and performance of the contract, or as identified by the PA/E reasonable safeguards for safety and protection, including but not limited to posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent sites and utilities.

I. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the contract documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts either of them may be liable, even though not directly attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under the Indemnification paragraph.

J. The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and PA/E.

K. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety or to damage such.

L. The Contractor shall take all steps necessary to protect the students, faculty and general public from injury due to construction. Unsafe conditions, equipment, or work practices shall not exist at any time. Fences, signs and barricades shall be provided at the Contractor's expense to keep the public and students away from the construction site. The Contractor shall not perform work when students away from the construction site.

The Contractor shall not perform work when students are in the area, such as

class period changes, activities, etc. Work causing interference with school classes or activities is to be halted until acceptable conditions exist. The Contractor shall coordinate with the school Principal and shall make every attempt to move school activities away from the construction site. However, if this cannot be arranged, the class activity takes priority and the Contractor shall reschedule his work.

M. The Contractor is to provide OSHA‑approved construction equipment, hand tools, power tools, ladders and scaffolding at all times. Equipment with safety defects is to be removed immediately from the construction site and work is not to be resumed until a safe condition exists.

N. Workers are to be properly trained and licensed for the job they are doing. The Contractor or his supervisor/foreman shall be on the construction site at all times work is underway. Working foremen on jobs over $50,000 shall not be considered proper supervision, unless approved in writing by the Project Coordinator. Pinellas County Schools’ Inspectors and Project Coordinators have the authority to stop construction whenever, in their opinion, safe conditions do not exist.

# 1.6 ADMINISTRATION OF CONTRACT

A. The contract shall be administered by Pinellas County Schools, Walter Pownall Service Center, 11111 South Belcher Road, Largo, Florida 33773.

B. Pinellas County Schools shall designate the Project Coordinator/Liaison and Inspector(s) as may be applicable.

C. The Project Coordinator shall have complete responsibility for the administration of the contract. All clarifications, changes, questions and conflicts concerning the project shall be brought to the attention of the Project Coordinator for resolution and/or approval. The PA/E, if assigned, is the interpreter of all contract documents which he/she prepared.

# 1.7 DEFINITIONS

## A. THE OWNER: The School Board of Pinellas County, Florida. The words OWNER, BOARD, SCHOOL BOARD or PINELLAS COUNTY SCHOOLS may be used interchangeably.

### THE OWNER'S ROLE:

* 1. The Owner shall furnish information, services and decisions under the Owner's control with reasonable promptness.
  2. The Owner shall make payments to the Contractor in accordance with the terms of this contract.
  3. The Owner shall issue a “Notice to Proceed” form to the Contractor before moving onto the site of work.
  4. The Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated, or if the Contractor fails to correct the work or persistently fails to carry out the work in accordance with the requirements of the contract documents.
  5. However, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or to any other person or entity.
  6. The Owner shall have the sole authority to determine whether to modify the contract time completion date.
  7. For projects for which there is no PA/E, the Owner shall perform the function of the PA/E.

## B. THE PROJECT ARCHITECT/ENGINEER (PA/E): The properly licensed individual or firm or entity practicing as a Registered Architect and/or a Registered Professional Engineer in Florida whose name, address, telephone and fax numbers are found on the cover page of this document.

### ROLE OF THE PROJECT ARCHITECT/ENGINEER (PA/E): The role of the Project Architect/Engineer (PA/E) including services provided, duties and responsibilities are defined in the agreement for Professional Architectural/Engineering services for this project and include but are not limited to:

* 1. The PA/E shall provide estimates of construction costs.
  2. The PA/E shall review bid submittals for compliance with plans and specifications.
  3. The PA/E will make periodic visits to the work site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). Activities shall include but not be limited to the following:

1. Attend the preconstruction conference.
2. Prepare and print minutes of all meetings and distribute to the appropriate parties.
3. Provide special inspections required by the Maintenance Department in accordance with the Contract documents.
4. Review shop drawings for compliance with Contract documents.
5. Attend job site meetings as dictated by the scope and size of the construction Project.
6. Review applications for payment by the Contractor.
7. Prepare change orders and/or field orders.
8. Prepare punch lists, inspect completed work and edit punch lists as conditions warrant.
9. Issue and sign Certificates of Substantial Completion.
10. Issue and sign Certificates of Final Inspection.
11. Review and approve project closeout documents.
    1. The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Maintenance Department or Board to the Contractor shall be forwarded through the PA/E.
    2. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the Contract documents, unless otherwise modified by written mutual agreement.
    3. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Contractor and to determine and advise the Board whether the work is proceeding in accordance with the Contract documents.
    4. The PA/E shall review, approve, or take other appropriate action upon the Contractor’s submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the Contract documents. Such action by the PA/E shall be taken with re promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component.
    5. The PA/E shall review and approve all payment requests from the Contractor. This review will include an evaluation of the current work progress against the project schedule to ensure that all work is being completed as required. The PA/E shall certify that the Contractor’s applications for payment based upon the percentage of the construction completed on the Project is

in accordance with the plans and specifications.

* 1. The PA/E shall determine the amounts owed to the Contractor based on observations at the site. After evaluating the Contractor’s application for payment, if the PA/E approves, the PA/E shall sign the certificate and forward it to the Project Coordinator. The failure of the PA/E to forward to the Board the completed submittal and all required backup data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Contractor’s pay application and return it to the PA/E without penalty to the Board because of delay or error.
  2. The PA/E shall invite and include the Project Coordinator to review meetings and to review inspections during the time when the Contractor’s applications for payment are evaluated by the PA/E.
  3. The PA/E shall provide for special inspection and testing of materials and systems at Board expense that are included in the Construction Contract.
  4. The PA/E shall keep the Board (Project Coordinator) informed as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Contractor or his Subcontractors and material suppliers.
  5. The PA/E shall conduct appropriate observations to determine the dates of Substantial and Final Completion, receive and forward to the Board written warranties and documents required by the construction Contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications and SREF of the DOE's rules and regulations and that all mandatory requirements of DOE have been satisfied.
  6. The PA/E shall have the authority and duty to reject work by the Contractor that does not conform to the Contract Documents. If the PA/E observes faulty materials or workmanship on the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Contractor or Subcontractors, the PA/E shall immediately notify the Contractor and the Maintenance Department.
  7. The PA/E shall exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Contractor and Subcontractors.
  8. After Substantial Completion of the work, the PA/E shall furnish the Board with a certified statement, in affidavit form, that in his professional opinion, the Project has been performed and finally completed according to the Contract documents and SREF of the DOE's rules and regulations and that all mandatory requirements of the DOE have been satisfied.
  9. The PA/E shall interpret the requirements of the construction Contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when a written request is made by the Board or the Contractor. The PA/E shall render written decisions, within seventy-two hours, on all claims, disputes and other matters questioned by the Contractor or the Project Coordinator relating to the execution or progress of the work or the interpretation of the Contract documents.
  10. The PA/E shall ensure that the Board is provided correct, as‑built or record drawings from the Contractor.
  11. The PA/E shall provide one (1) set of specifications (unbound with no signature or seal) for duplication, one (1) set of original drawings for duplication and three (3) signed, sealed and dated copies of Project Specifications and Drawings. (Specifications will be in booklet form.) Also, one set of drawings on a flash drive using AUTOCAD and one copy of specifications on a flash drive in Word shall be provided.
  12. The PA/E shall be the interpreter of the intent of the contract documents and shall be the authority to determine whether the work of the Contractor is in accordance with this intent.
  13. The PA/E shall have authority to determine the quantity of work performed and whether such work complies with the intent of the contract documents; shall observe the Contractor’s work and shall endeavor to guard the Owner's interest and safeguard the Owner from risk of liability, lawsuit or fine.
  14. The PA/E shall attend and coordinate all weekly/bi-weekly construction progress meetings.
  15. The PA/E shall prepare and submit to the Owner construction progress reports, including as a minimum, weekly/bi-weekly construction progress meeting minutes, schedule changes and a Project Work summary based upon the Contractor’s Daily Construction Reports.
  16. The PA/E shall have the authority to stop portions of the work of the Contractor in the event, in the opinion of the PA/E, work is being done in a manner which is unlawful (according to either Federal or Florida Law or Statutes or Rules) or which puts the Owner at risk in regards to liability, or which may be injurious to life and health, or in a manner contrary to the intent of the Contract Documents.
  17. The PA/E may initiate changes to the scope of the work under this contract by a Change Order (subject to Owner's approval and a Contractor’s Agreement) when the Contractor and the Owner are in agreement. If the Contractor does not agree, the Owner and the PA/E may sign and issue a Construction Change Directive (subject to Owner's approval and a new Contractor’s Agreement) to effect a change or an increase in scope in which a change in contract sum and time judged fair by the Owner and the PA/E shall become a part of the contract and shall be made a part of a Contractor’s Agreement.
  18. In the event a Construction Change Directive is issued for which the Contractor does not agree to the cost change or time change or to other terms, the Contractor shall retain his right to further negotiate or litigate for additional compensation, BUT THE CONTRACTOR SHALL IMMEDIATELY PROCEED TO COMPLY FULLY WITH THE TERMS OF THE CONSTRUCTION CHANGE DIRECTIVE and, until otherwise resolved, the Owner shall make payments in accordance with the terms of the Construction Change Directive.
  19. The PA/E shall observe and monitor the work of the Contractor. The PA/E shall have the authority to reject work which does not conform to the contract documents.
  20. The PA/E shall have authority to stop the work if a responsible Superintendent of the Contractor is not on the site. Should the PA/E stop the work for reasons in paragraph "24" or "27" above, the Contractor shall have no right of claim against the Owner or PA/E.
  21. The PA/E shall have authority in the event the Contractor fails to complete the work within the contract time, to recommend to the Owner's Representative to declare the Contractor in default.
  22. The PA/E shall have the authority to order the removal of any person or workman he deems to be detrimental to the work or who fails to adhere to suitable rules of behavior.
  23. The PA/E shall submit an AHERA Certification for the Absence of Asbestos Containing Building Materials upon project completion.

## C. THE CONTRACTOR: The properly licensed person or firm or entity who is identified in the Contractor’s Agreement and who is referred to throughout the contract documents as if singular in number and masculine in gender. The term Contractor (or this Contractor) shall mean the Contractor or his authorized representative.

### THE CONTRACTOR’S ROLE:

* 1. The Contractor shall do all work set forth in the drawings and specifications together with work described in any addendum issued during bidding or change in the contract requirements made by Field Order, Change Order or Construction Change Directive.
  2. The Contractor shall do all work in strict accordance with the requirements of the contract documents. The Contractor shall supervise and direct the work, providing full time on‑site supervision of all employees including Subcontractors.
  3. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees and other persons performing portions of work under a contract with the Contractor.
  4. The Contractor shall directly, or by subcontract, provide for labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the work.
  5. The Contractor shall enforce strict discipline and good order on the site among the Contractor’s employees and other persons carrying out the contract. The Contractor shall not permit employment of unfit or untrained persons or persons not skilled in tasks assigned to them in his plant or on the site for work on this project.
  6. The Contractor shall be responsible for the quality control of the construction provided under this contract. It is his responsibility to ensure that appropriate systems and processes are in place to assess and measure the quality of construction called for in these plans and specifications. He shall have these processes in place prior to the start of construction and be prepared to discuss them at the pre-construction conference if appropriate. He shall provide results to the Project Coordinator upon request.
  7. The Contractor shall be responsible to ensure that all work is installed in a neat and workmanlike manner. Any work deemed unacceptable by the Owner or PA/E shall be corrected at the Contractor’s expense in a timely manner.

## D. DEPARTMENT OF EDUCATION (DOE)

1. The Florida State Department of Education (DOE) establishes and interprets (in accordance with Florida Statutes), rules, regulations, codes and procedures to be adhered to in planning for and in construction contracts for the school Districts of Florida.

## E. RULE - STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES (SREF)

1. The Rule promulgated by DOE - Administrative Rule Chapter SREF which, together with Federal Laws and Florida Statutes govern matters under this contract.

## F. SUBSTANTIAL COMPLETION

1. The date of substantial completion of the work or designated portion thereof (under this contract) is the date certified by the Project Architect/Engineer that the work is sufficiently complete, in accordance with the contract documents, so the Owner can occupy or utilize the work thereof for the use for which it was intended.

## G. CLOSEOUT DOCUMENTS

1. "Closeout Documents" are those items that must be properly executed and delivered to the Owner's Representative via the PA/E in "one package" before final payment is made.
2. PUNCH LIST
3. A list prepared at the inspection scheduled to establish substantial completion which shall have each page signed by a designee of the Contractor, of the PA/E, of the representative of the Owner and the school Principal (or Facility Director) listing items of work identified as being still incomplete or requiring correction.

The PA/E shall have the authority to determine whether an item shall be included on the punch list. Copies of the signed punch list shall be distributed immediately after signatures to all those signing with the original and one copy transmitted to the designee of the Owner's Representative. The original shall be filed by the Owner's Representative as an official public document. For this project, filing with the Secretary to the School Board shall be considered as being filed as a public document.

## I. CHANGE ORDER

1. A change to the terms of the contract requirements agreed to and signed by the Contractor, the Owner and the PA/E. Such instrument, used in conjunction with an additional Contractor’s Agreement, shall be used when the parties agree to the change in the contract sum, contract time, quality or in quantity of work.

## J. CONSTRUCTION CHANGE DIRECTIVE

1. A change to the terms of the contract requirements to which the Contractor does not agree, signed by the Owner and the PA/E and used in conjunction with an additional Contractor’s Agreement. The Contractor must proceed with all due haste to do such work but retains his rights for later negotiation or litigation as to charges for such work or for time extensions.

## K. CONTRACTOR’S AGREEMENT

1. The written authority between the School Board and the Contractor defines the responsibilities of each party in relation to the scope of work involved in the project which includes but is not limited to, specifications, purchase order, bid documents and plans and the contract.

## L. SUBCONTRACTOR

1. A person, firm or entity that has a direct contract with the Contractor to perform a portion of the work at the site or to fabricate work elsewhere for this project.

## M. PROJECT COORDINATOR

1. The person responsible for the administration of the contract on the School Board's behalf. He will assume the responsibility of the PA/E when a PA/E is not utilized on a project.

1.8 TERMINATION OR SUSPENSION OF CONTRACT

1. In addition, the Board may terminate the contract if the Contractor:
2. Refuses or fails to supply enough properly skilled workmen and supervisors;
3. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor;
4. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
5. Otherwise, is guilty of breach of a provision of the contract documents.
6. Fails to provide supervision of Employees and Subcontractors.

B. When any of the above reasons exist, the Owner, upon certification by the PA/E that said reasons exist without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s Surety written notice that such reasons exist, terminate employment of the Contractor if the Contractor fails within ten (10) days of the receipt of the written notice to initiate timely corrective actions acceptable to the Owner to ensure that deficiencies are corrected, the Owner may, subject to any prior rights of the Surety (if any):

1. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts; and
3. Finish the work by whatever reasonable method the Owner may deem expedient.
4. When the Owner terminates the Contractor for one of the reasons stated in subparagraphs above, the Contractor shall not be entitled to receive further payment until the work is finished.
5. If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the PA/E’s services and expenses made necessary thereby, such excesses shall be paid to the Contractor. If such costs exceed the unpaid to the Contractor or Owner as the case may be, shall be certified by the PA/E, upon application and this obligation for payment shall survive termination of the contract.

E. SUSPENSION BY THE OWNER FOR CONVENIENCE: The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine.

F. NO DAMAGE FOR DELAY: If the Contractor is delayed at any time in the progress of the work by any act, or neglect of Owner or by any Contractor employed by Owner, or by changes ordered in the scope of the work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor, then the required completion date or duration set forth in the progress scheduled shall be extended by the amount of time that the Contractor shall have been delayed thereby. However, to the fullest extent permitted by law, the Owner, Owner’s Agents, or employees shall not be held responsible for any loss or damage sustained by the Contractor, or additional costs incurred by the Contractor through delay caused by

Owner, Owner’s Agents, or employees, or any other Contractor or Subcontractor, or by abnormal weather conditions or by any other cause and Contractor agrees that the sole right and remedy therefore shall be an extension of time. The Contractor shall make any claim for extension of time in writing to the Owner, for approval by the Owner, within seven (7) days after commencement of the delay. The Contractor’s failure to give such written notice to the Owner shall deprive the Contractor of his right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. In the case of a continuing cause of delay, only one claim shall be necessary. The giving of such notice shall not in itself establish the validity of the cause of delay or of the extension of time for completion.

1. If the Contractor has furnished Bonds and if the Contractor’s Surety is directed to complete the work, then all payments made after termination of the Contractor shall be made to the Surety until (or jointly to the Surety and the Contractors if the Surety so directs) the work is finished and the contract sum has been expended. The Surety shall then be responsible for all of the obligations and duties of the contract to fulfill all of the obligations of the contract in exchange of the balance of the contract sum yet unpaid by the Owner. Surety may not assign those obligations without the written consent of the Owner. The Surety shall be responsible for the payment of all costs relating to the termination of the employment of the Contractor, including compensation for the PA/E’s additional services and expenses made necessary by these matters. The amount to be paid to the Surety or Owner, as the case shall be

certified by the PA/E, upon application and this obligation for payment shall survive termination of the employment of the Contractor.

H. Before the Owner shall be obligated to make any payments to the Surety, all such Subcontractors and suppliers shall be paid currently in proportion to the sum previously paid by the Owner to the Contractor.

I. If the Surety has failed to pay a Subcontractor or supplier, the Owner may withhold a sum equal to twice the amount claimed by the Subcontractor or supplier and shall not be obligated to pay the Surety such sum in order to properly protect the Subcontractor or supplier until the Surety has presented evidence satisfactory to the Owner that (a) the Surety has contracted with another party to complete or correct or replace the work by such Subcontractor or supplier, or (b) taken definitive steps to bring the matter to a fair resolution. Definitive steps may be interpreted to mean either a lawsuit has been filed or binding arbitration proceedings between the Contractor (or Surety if applicable) and the Subcontractor have been initiated and a hearing scheduled. The Owner shall have no obligation to fund the Surety's responsibilities to pay Subcontractors or suppliers fair and proportionate shares of sums previously paid by the Owner to the Contractor.

J. If the Surety fails within ten (10) days to initiate and to continue to proceed with a diligent and full faith effort assuring and manning of the job, the payment of obligations, the resolution of disputes, the providing of substitute Subcontractors where necessary, as approved by the PA/E and the Owner's Representative and the general overall effective pursuit of the work toward a satisfactory completion, the Owner may, at his option, stop the Surety from proceeding, declare the Surety in default and in breach of contract and undertake the completion of the work by other means. In such event, the Surety shall be liable for all costs in excess of the current contract sum including but not limited to additional services of the PA/E, legal services, court costs and interest upon such additional costs from the time demanded until the time paid and any penalty a Court assesses.

1.9 INDEMNIFICATION

1. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the PA/E and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss of expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself)

including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, by a Subcontractor, or by anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

C. The Contractor agrees that one (1) percent of the bid amount shall be the specific consideration for paragraph A above.

D. In claims against any person or entity indemnified under this paragraph an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the Indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or/for the Contractor or a Subcontractor under workers' or workmen’s' compensation acts, disability benefit acts or other employee benefit acts.

E. The obligations of the Contractor under this paragraph shall not extend to the liability of the PA/E, the PA/E's consultants and agents and employees of any of them arising out of:

1. The preparation or approval by the PA/E of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, Field Orders, design or specifications, or
2. The giving of or the failure to give directions of instructions by the PA/E, the PA/E's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

F. In consideration of the terms of this contract and the terms set forth herein, exchanged each with the other and acknowledged by execution of this contract via the proposal and acceptance by insurance of the Contractor’s Agreement, both the Owner and the Contractor have agreed to the terms of Indemnification set forth herein this paragraph. The Contractor’s Surety (if any) is similarly bound to the terms of this paragraph.

# 1.10 INSTRUCTION TO BIDDERS

To receive full consideration, all bids must be executed and submitted in strict accordance with these “instructions to Bidders.”

1. CONTRACT DOCUMENTS
2. CONTRACT DOCUMENTS (including bidding documents) may be examined as indicated in the public announcement at the specified location. Bidders are encouraged to pick up one (1) complete set of contract documents as soon as possible and prior to pre-bid conference.
3. All CONTRACT DOCUMENTS must be returned to the source from which they were obtained and shall remain the property of the School Board.
4. Refund of any deposit, if required, less the cost of replacement of any damaged or missing items, may be obtained upon return of the documents, in a usable and legible condition, to the School Board. Deposits will be returned in a timely manner after bid opening.
5. Those Bidders not returning documents in the manner described above shall forfeit their deposit, if any.
6. Additional copies of the CONTRACT DOCUMENTS (including the bidding documents) may be purchased from the School Board, at the cost of reproduction and handling. A refund shall not be made for the return of purchased CONTRACT DOCUMENTS.
7. BIDDER'S PRESENTATION
8. Each Bidder, by submitting his bid, represents all of the following:
9. That the Bidder has thoroughly examined all of the contract documents and is aware that his work may be shown on any one or more of the sheets comprising the set of Drawings or as called for in the Specifications and that the bid proposal shall include all work shown, or specifically called for, or, as may be reasonably implied as necessary to execute and complete this contract;
10. The Bidder has made a complete examination of the site of the project and familiarized himself with all of the conditions under which he is obliged to operate in the performance of the contract; the Bidder shall completely familiarize himself with the site of work and local conditions that may, in any manner, affect the work to be done;
11. The bid is based upon all materials, equipment described in the Drawings and Specifications or as may be reasonably implied and;
12. The Bidder is familiar with all Federal, State and Local regulations having jurisdiction over the construction of the project and these rules and regulations shall apply to the contract throughout and shall form a part of these Specifications the same as if rewritten in full here. Upon request, Contractor shall provide Owner such documentation as may be required to verify compliance with State and Federal laws, rules and regulations as may be applicable to the service to be performed by the Contractor.
13. INTERPRETATION OF CONTRACT DOCUMENTS
14. The PA/E shall be the interpreter of the intent of the contract documents (i.e., plans and specifications that have been prepared).
15. Any interpretation or correction shall be issued to all Bidders in addendum form by the PA/E and distributed through the Purchasing Department and only such written interpretation shall be binding. No Bidder shall rely upon nor shall the Owner be obligated by any interpretation or correction given by any other method. Such an addendum shall become part of the contract documents when the contract is executed.
16. All Bidders requiring further information or requesting interpretation of the contract documents regarding any ambiguity, inconsistency or error therein shall make a request to the PA/E.

D. SUBSTITUTIONS

1. Throughout the contract documents certain items of material, equipment, processes or systems have been specified by trade names and/or model numbers in order to establish a quantity and performance level as a uniform basis for bidding. If a Bidder proposed to substitute materials or manufacturer's equipment in lieu of those specified, they shall submit a written request including all necessary documentation for evaluation of the proposed substitutions to the PA/E for approval no later than ten (10) days prior to the date for receipt of bids.
2. Acceptance of such proposed substitution shall be at the discretion of the PA/E, with the approval of the School Board designee and any and all decisions shall be final. Should the proposed substitution be accepted, it shall be incorporated into the contract documents by form of an addendum issued to all holders (of the

documents) of record.

1. The PA/E shall have no authority to allow later substitutions during the construction phase without written approval of the School Board designee on the specific item.
2. MATERIALS
3. All materials supplied by the Contractor shall be new and in current production.
4. PERMITS, PERMIT FEES, LAWS, ORDINANCES
5. This project is not subject to any building permits or fees related thereto for construction on the site except in the case of demolition projects. See sub‑paragraph "H" below relating to demolition.
6. Charges made by local municipalities or the county for connections to the water and sewer system shall be borne by the Contractor (through his appropriate Subcontractors).
7. Sewer or water service impact fees, if applicable, shall be paid directly by the Owner.
8. The Contractor is required to be familiar with and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work, especially those involving waste disposal.
9. The Contractor’s attention is called to Section 255.04 Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.
10. COORDINATION WITH BEGINNING OR CONTINUING SCHOOL OPERATIONS
11. Each Bidder shall be assumed to understand the necessity to minimize interruption and disruption to School operations and the educational process. The Contractor shall consider such requirements in preparing his proposal.
12. Each Bidder shall be assumed to have read and understood the requirements of phasing and scheduling which may be set forth in the specifications and drawings.
13. DEMOLITION
14. "Demolition" means the wrecking or taking out of any load-supporting structural member of a building together with any related handling operations or the intentional burning of any building.
15. Contractor shall be responsible for filing a "Notice of Asbestos Removal Project” form for all demolition projects regardless of whether asbestos is present. This form shall be turned into the Pinellas County Office of Air Quality in Clearwater and to the Department of Environment Protection in Tallahassee at least ten (10) days prior to the commencement of demolition activities. A copy must also be provided to the Pinellas County Schools’ Project Coordinator.
16. Pinellas County Schools shall be responsible for surveying any structure scheduled for demolition of asbestos. A written copy of the asbestos survey shall be provided to the demolition Contractor for submission with the notification form.
17. A copy of the asbestos survey must be kept on site and made available for inspection during all demolition activities.
18. Any noted regulated asbestos containing material shall be removed by a Pinellas County Schools appointed asbestos abatement Contractor prior to demolition. If any non-regulated asbestos containing materials (i.e. floor tile) remain within or on a structure, at the discretion of the Pinellas County Schools’ Project Coordinator and the Pinellas County Schools’ Asbestos Program Manager, it shall become the demolition Contractors responsibility to use proper wet methods during the demolition process and to haul and dispose of the waste in a manner in accordance with all Local, State and Federal regulation.

# 1.11 ASBESTOS ABATEMENT

1. The Contractor and PA/E shall be responsible for reviewing the facility Asbestos Management Plan prior to initiation of work.

B. The Contractor shall be aware of and follow all federal and State regulations with regard to any asbestos-containing material.

C. Pinellas County Schools shall be responsible for surveying all equipment and structures for asbestos. A written copy of the asbestos survey shall be provided to the Contractor.

D. It is the responsibility of the Contractor and the PA/E to identify asbestos requiring abatement prior to beginning the project. In addition, the Contractor shall verify that all asbestos has been abated prior to starting any work.

E. All asbestos abatement shall be the responsibility of the Owner.

F. For all projects involving demolition as defined in Section 1.10.H, “DEMOLITION,” the Contractor shall meet all requirements specified therein.

G. If at any time the Contractor should discover or become aware of any material or substance suspected to be or contain asbestos materials, he/she shall:

1. STOP ALL work in affected areas.
2. Notify the Owner and P/AE verbally and in writing. These notifications shall clearly identify the area(s) (e.g., Building Name, Building No., Room No., space, etc.) including the time, date and the nature of the discovery.
3. Barricade all access to affected areas.
4. DO NOT re-enter affected areas until written notification is received from Pinellas County Schools.

# 1.12 PRE‑BID CONFERENCE

A. A mandatory pre‑bid conference shall be held on the site as identified in the advertisement or "Invitation to Bid" form.

B. Contractors intending to bid as prime Contractors shall attend for the purpose of seeing the site of work, submitting questions and requesting interpretations of the contract documents, which they have obtained beforehand.

C. All interpretations and clarifications given verbally shall be issued as an addendum to the Project Specification to all attending the pre‑bid conference.

D. Failure to attend the pre‑bid conference and to sign the sign‑in sheet shall result in non-acceptance and disqualification of the bid.

E. Contractors shall sign in at the main office, where they shall be directed to the designated meeting area. No one shall be admitted to the meeting area after the designated start time indicated in the "Invitation to Bid." The Project Coordinator shall make the official source of time.

# 1.13 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference at the construction site is mandatory and shall be attended by the Principal and/or Head Plant Operator, Project Coordinator, General Contractor and/or Superintendent.

B. The object of this conference is to ensure all parties are fully knowledgeable of the scope of work and schedule of buildings to be repaired and/or replaced Work areas shall be designated and safety problems, including ingress, egress and general coordination required shall be outlined.

C. A site walk shall be made and plans and specifications fully discussed. Project date shall be confirmed and material storage and handling established. Starting date of construction shall not be allowed unless all parties attend this conference.

D. School coordination shall include location of sanitary facilities for Contractor’s people, parking areas, areas for material storage, construction trailers, construction offices, traffic patterns and controls, construction fencing, barricading and creation of dust free areas.

E. Contractor for the work, per CONTRACTOR’S CONSTRUCTION SCHEDULES, Specification Section 1.16, will prepare a construction schedule.

# 1.14 NOTICE TO PROCEED, EFFECTIVE DATE OF INSURANCE AND BOND COVERAGE

A. The effective date of the contract shall be considered as the date of the Purchase Order or Notice to Proceed to the Contractor. The Contractor shall not actually move onto the site of work until he has acquired all insurance (and any Bonds) required by the terms set forth herein, the coverage set forth in the Certificate of Insurance (and Bonds, if any) has been approved by the Owner and a preconstruction conference has been conducted. In addition, the Contractor must obtain a written Notice to Proceed from the Owner.

B. Certificates of required insurance (and any Bonds required) shall be acquired by the Contractor immediately upon notification of the Owner's award of the contract.

# 1.15 STANDARD REQUIREMENTS

A. The Contractor shall maintain a copy of the project plans and specifications including all changes on the job site at all times. Copies of the plans and specifications shall be made available to all Subcontractors.

B. The frequency of the Construction Progress Meetings shall be at the discretion of the Owner. Meeting frequency will be based on the complexity of the project and work schedule progress. Weekly/bi-weekly construction progress meetings shall be attended by the Contractor and the Foreman for all Subcontractors.

C. The Contractor shall complete a Daily Construction Report. The report shall be left with the facility Head Plant Operator (HPO).

D. The Contractor shall provide and maintain in a neat and sanitary condition such portable accommodations for the use of his employees as may be necessary to comply with regulations of the State Board of Health. No nuisance shall be permitted.

E. Temporary wiring for the work under this contract shall be provided by the Contractor and shall meet all safety requirements of the National Electric Code, Florida Department of Commerce, Bureau of Workers' Compensation, OSHA and local requirements. In addition, all such wire shall be so sized that such is not overloaded according to the National Electric Code and any wire used shall be protected by fuse or circuit breaker and, if used to provide electric power to tools, shall be protected by ground‑fault protective device to adequately protect the wire, tools, equipment and workers according to Code.

F. The Contractor shall provide an adequate number of outlets and each outlet shall be properly and clearly labeled with maximum voltage and over-current protection.

G. Where temporary exterior lighting or outlets are used, the outlet shall consist of a weatherproof socket properly insulated and provided with a locking type of wire guard.

H. All devices and outlets shall be properly grounded.

I. Storage and work areas: At the start of the operations the Contractor shall make arrangements with the PA/E and the Owner's Representative for the assignment of storage and work areas. During construction the Contractor shall maintain the areas in a neat condition.

J. Contractor’s field offices: Trailers may be used for field offices. Trailer space, if provided, shall be adequate for the PA/E and Owner's representative as well as for the Contractor.

K. Additional instructions regarding Construction Facilities are set forth in the Drawings and Specifications.

L. There shall be no interruption of alarm systems, intercoms, emergency or exit lighting, or automatic operation of fire doors or smoke compartmentalization doors, or the blocking of or inhibiting access to any exit way except with prior approval by the Owner's representative.

M. The Contractors performance will be evaluated at the completion of the project. This evaluation will be used in selection of Contractors for future projects.

# 1.16 CONTRACTOR’S CONSTRUCTION SCHEDULES

A. The Contractor, promptly after being awarded the contract, shall prepare and submit for the PA/E's and the Owner's Representative's information and approval, a construction schedule. The schedule shall not exceed the time limits under the terms of Division 1 - General Conditions, Section 1.1 Scope of Work.

B. The schedule shall identify all activities necessary to complete work including the sequence of operation and the duration (e.g., estimated and actual start and completion times) for each activity/task. The schedule completion must be the same as the contracted completion date or before.

C. The work schedule shall be promptly revised by the Contractor and submitted to the PA/E at appropriate intervals as required by the conditions of the work and Project including all delays and changes in scope. As a minimum, the schedule shall be updated prior to each weekly/bi-weekly construction progress meeting.

D. Failure of the Contractor to submit the original work schedule or to update, revise and submit the subsequent schedules, shall be sufficient grounds for the PA/E, at his option, to find the Contractor in substantial default of the contract and to certify to the Owner that sufficient cause exists to terminate the contract, or to withhold payment to the Contractor until a schedule or schedule update acceptable to the PA/E is submitted to the PA/E and to the Owner's Representative by the Contractor.

E. The Contractor shall conform to the most recent schedule.

F. The Owner and PA/E shall develop an inspection schedule based upon the work schedule. The Contractor shall notify the Owner at least 48 hours in advance of all required inspections.

G. Any and all equipment and enclosures shall be assessable and open for inspection at the specified inspection times. The Contractor shall be responsible for opening and closing any such equipment after any necessary corrections or rework for re-inspections.

# 1.17 SUBMITTALS AND DOCUMENTATION

A. REQUIRED SUBMITTALS AND DOCUMENTATION

All required submittals and documentation SHALL be submitted by the Bidding Entity at the time the bid proposal is submitted or the bid will be declared non-responsive.

B. REQUESTED SUBMITTALS AND DOCUMENTATION

All requested submittals and documentation as listed on the “Submittals Checklist”

SHALL be furnished upon the request of the Owner’s representative, not later than

five (5) workdays after the request.

C. The apparent successful Bidder for projects will, upon the request of the PA/E or the Owner, furnish documentation of the following:

1. The firm is currently certified by holding an unexpired certificate issued by the Contractor Industry Licensing Board in accordance with Chapter 489, Part I, Florida Statutes 1993, as evidenced by a copy of his current applicable license;

2. If a Corporation, a Certificate of Status from the Florida Department of State must be provided showing the Corporation to be active and authorized to do business in Florida;

3. The firm presently maintains a permanent bona fide place of business in Florida, practicing this type of work and has the appropriate experience and;

4. The firm has available, or can obtain, adequate equipment and financial resources to undertake and execute the contract properly and expeditiously, in accordance with present day practices.

D. The apparent low Bidder may be required to furnish written documentation of past successful performance in this type of work. Documentation shall consist of the Owner's name, address, project type and scope, date of project and telephone number of person to contact for verification. Failure to do so, when requested, shall result in rejection of the bid.

E. A statement identifying the major manufacturer of materials selected.

F. A manufacturer's certification that Bidder is an approved applicator or installer.

G. The apparent low Bidder may be required to submit an hourly dollar rate for labor costs and the overhead rate used for costs of materials if additional work should be required.

1.18 PAYMENT

A. Submit payment requests on a Board approved Contractor Payment Request Form to the project PA/E or to the Project Coordinator if a PA/E has not been assigned to the project, for review and approval. Once approved, pay requests are to be sent to the Accounts Payable Department, Pinellas County Schools, P.O. Box 2942, Largo, Florida 33779-2942.

B. Submission of a payment request prior to delivering goods or rendering services shall be deemed fraudulent and subject to all civil and criminal penalties as provided in Florida Statutes.

C. A Pinellas County W-9 form must be on file with the Accounts Payable Department before Contractor payment requests will be processed.

D. The payment request for items of work that are deficient in Quality or Quantity shall be returned for correction.

E. Only an approved Contractor Payment Request form is to be used. Any written or math errors on the payment form will be returned to the Contractor for correction.

F. Payment shall be processed within thirty calendar days, excluding holidays, after receipt of a correctly executed Contractor payment request form along with attached required documentation. (i.e. ‘As-builts, warranty documents, updated project schedule).

G. Contractor Payment Requests shall be paid per following schedule unless otherwise stated in writing:

1. Contracts under $6,000.00: One lump sum payment upon 100% completion.

2. Contracts over $6,000.00 and under $50,000.00: 50% of contract price at 50% completion, balance at 100% completion. Completion is defined as all punch list items are satisfactorily completed, along with As-builts, warranties, service manuals and all other closure documentation.

3. Contracts over $50,000.00: Payment shall be made at 25% of the contract price at 25% completion, 50% of contract price at 50% completion, 75% of contract price at 75% completion and balance at 100% completion.

A monthly draw (payment) may be considered and paid upon approval of the Project Coordinator. A retainage of 10% shall be paid upon Punch List completion and receipt of required Closeout documents. Monthly payment requests shall be made using AIA forms G702 and G703.

H. For contracts that have more than two (2) draws (payments), the Owner at the Owner’s discretion may require that:

1. The Contractor shall provide an affidavit stating that all Subcontractors and Material Suppliers covered by the immediately preceding (previous) pay request (pay draw) have been paid in full;

OR

1. Affidavits are provided from each Subcontractor and Material Supplier covered by the immediately preceding (previous) pay request (pay draw) stating that they have been paid in full.

# 1.19 CONTRACTOR’S EMPLOYEE CONDUCT

1. The prime Contractor and Subcontractors if approved by Pinellas County Schools to work and all employees are required to sign in and out at the main office or any other place designated by the Project Coordinator on arrival and when leaving the job site. All Subcontractors used by Contractor are also required to follow this procedure with the prime Contractor being responsible for assuring compliance. The prime Contractor will be held ultimately responsible for compliance.

B. All employees must carry proper identification such as: company shirt with logo or ID badge. All workers must prominently display a district issued Level 2 clearance security screening badge at all times when on the job site. Any Contractor or Subcontractor found on any district property without proper Level 2 clearance shall be removed by law enforcement officials and the district shall not be held liable for such action. This action could result in the prime contractor being declared in breach of contract and constitute a cause for termination of this agreement.

C. Workmen using foul or abusive language or presenting an offensive appearance (as determined by Principal or Project Coordinator) shall be asked to leave the job site.

D. Radios or other audio items are not to be used on school property.

E. Worker's personal autos are to be kept in an area designated by the school Principal.

F. Smoking on School Board property is prohibited.

G. The Contractor shall comply with all Civil Rights Legislation.

# 1.20 VENUE AND GOVERNING LAW

A. Venue: For purposes of any action brought to enforce or construe this Agreement shall lie in the Circuit Court for Pinellas County, Florida, or in the U.S. District Court for the Middle District of Florida, Tampa Division.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

# 1.21 EMERGENCIES

1. In an emergency affecting the safety of a person or property the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage or injury or loss.

# TAGGED OR SALVAGEABLE PROPERTY AND DEMOLITION PRODUCTS

1. TAGGED PROPERTY: For all tagged Property (e.g., equipment or material with a Property Tag which contains a Property Record Number) it is the Contractor’s responsibility to remove and deliver this property to Pinellas County Schools and to maintain documentation of such property removal and transfer as follows:
2. Chapter 274 Florida Statutes obligates the School District to retain Ownership of material and equipment which includes to trace and control its location and to dispose of it in accordance with law. The School Board has adopted and published a policy as to this subject. The School District has an established procedure to comply with these requirements.
3. Materials and equipment identified herein remain the property of the School District. This Contractor is responsible for the exercise of care in the removal of such and its delivery to a Pinellas County Schools site or facility as directed by the Project Coordinator.
4. Delivery of air conditioning and all other designated materials and equipment will be to the Walter Pownall Service Center Annex, (WPSCA) 12000 South Belcher Road, Largo, Florida 33773, or the Walter Pownall Service Center, (WPSC) 11111 South Belcher Road, Largo, Florida 33773 as directed by the Project Coordinator.
5. Prior to delivery of such materials and equipment, the Contractor shall notify the designated Project Coordinator 48 hours in advance of their intent to deliver such materials or equipment. The Project Coordinator will notify the Contractor of the acceptable date, time and facility for delivery.
6. The hours established for delivery of material and equipment to the Walter Pownall Service Center Annex (WPSCA) or the Walter Pownall Service Center (WPSC) will be from 8:00 a.m. until 2:00 p.m., M-F, excluding holidays.
7. The Principal/Director of the school or facility shall prepare an Asset Transfer Form, PCS 818, listing all the tagged equipment which is to be transferred off the facility site. An attachment to this form shall indicate the basic condition of the item and any apparent damage or missing parts. The Principal shall sign the form and retain the pink or gold copies for his distribution. The original form shall be given to the Contractor for delivery to WPSC along with the equipment.
8. The Contractor shall deliver the property to Pinellas County Schools’ designated site or facility. Upon delivery, the Contractor shall obtain the recipient’s signature on the Asset Transfer Form, PCS 818. The original Asset Transfer Form will remain with the recipient who will prepare a photocopy for the Contractor’s records.
9. The Contractor shall schedule delivery of such property to the designated site or facility at the date and time at a time designated by the Project Coordinator.
10. Failure to handle this property as described above shall place the sole responsibility for loss of this property upon this Contractor and such loss shall be charged by the School District to this Contractor for any missing material or equipment at a replacement value. Such charges shall be deducted by change order from the Contractor’s purchase order.
11. All material or equipment bearing a Property Record Number but not listed here below as scheduled for removal and delivery to a Pinellas County Schools site or facility shall either (a) remain in place or (b) be removed from its location by this Contractor and suitably stored on site where directed by the Principal or Director of the school or facility. The Contractor may, at his option, require an acknowledgment signed by the Principal/Director of such relocation at the school or center.
12. The Principal shall attach to the Asset Transfer Form an itemization of any apparent damage or missing parts.
13. All property items identified and tagged as salvageable material shall be removed by the Contractor and delivered to Walter Pownall Service Center Annex (WPSCA) or the Walter Pownall Service Center (WPSC).
14. SALVAGEABLE PROPERTY: Salvageable property shall be processed in accordance with the School Board Procedure “DISPOSITION OF SALVAGEABLE PROPERTY.”
15. DEMOLITION PRODUCTS: Demolition products which are not to be reused or salvaged by the Owner shall become the property of the Contractor. The salvage value of such products shall be considered in the Contractor’s bid.

# 1.23 CLEANING UP

A. The Contractor shall keep the premises and surrounding area free of accumulation of waste materials or rubbish caused by this work. The work site shall be inspected and cleaned as necessary on a daily basis.

B. The Contractor shall remove the waste material and rubbish in a legal manner no less frequently than once a week and if indicated in the contract documents or instructed by the PA/E, more frequently.

C. Upon completion of the work under the contract and prior to substantial completion, the Contractor shall thoroughly clean all windows, glass, aluminum/steel/ or‑other‑metal, floors, walls, ceilings, furniture, equipment, furnishings, fixtures and all other surfaces and make such surfaces (and interiors) clean and free of stain, discoloration, dirt or dust.

D. The cost of additional cleaning required by the Owner for which the Contractor fails to do, shall be back‑charged by the Owner to the Contractor whether done by the Owner's own forces or by separate contract with others.

# 1.24 CLOSEOUT DOCUMENTS REQUIRED UPON COMPLETION (AND BEFORE FINAL PAYMENT IS MADE)

At least three (3) copies of all documents/manuals will be provided.

A. Operating Instructions: Provide detailed step-by-step instructions for each piece of major equipment installed. Instructions shall address procedures, sequences and options, start up, shut down and adjustments.

B. Maintenance Instructions: Describe routine preventive maintenance to be performed and the maintenance interval (daily, weekly, 1,000 hrs., etc.) for each piece of installed equipment. In a separate subsection provide overhaul instructions, if applicable. Provide the manufacturers with detailed instructions, if available.

C. Spare Parts: For major pieces of installed equipment, provide a list of manufacturer's recommended spare parts as well as special tools or instruments needed to perform routine maintenance; include part numbers, prices and sources of supply if available. Provide exploded view drawings and information on factory exchange components, if available.

D. As-Built Drawings which accurately reflect the finalized product as provided by the Contractor. As-Built drawings shall be correct and complete and a set of reproducible drawings shall be provided.

E. Warranties/Guarantees: Contractor to supply terms and conditions of warranty to include labor and materials for all installed equipment. Also included will be location of equipment and associated serial, FISH and model numbers. All test and certification reports shall also be included.

1. Materials: All additional materials supplied by the manufacturer for the Owner's use in rating or maintaining equipment.

G. Punch List - A written certification by the PA/E (with the Punch List attached) that all items on the punch list have been satisfactorily completed or corrected.

H. Subcontractor List: An all-inclusive list of Subcontractors and major wholesale suppliers on a form provided by the Owner, signed and sworn to by the Contractor as being accurate and complete.

I. Consent of Surety to Final Payment (AIA G707) if bonds are required.

# 1.25 WARRANTY

A. All work performed by the Contractor shall be warranted to be free from defects in materials and workmanship for a period of not less than one (1) year from the date of final completion of the project including correction of all punch list items.

B. All manufacturers’ warranties for equipment and material shall be extended in full to the Owner.

C. Contractor shall respond to all warranty claims within 24 hours after notification by Owner. Failure to do so shall allow the Owner to perform the work in‑house or by contract and back-charge the Contractor for the cost of the work.

D. The Contractor shall supply items and conditions of warranty to include labor and materials.

E. All warranties implied by law shall apply and are not waived or limited in any way by any provision contained herein.

# INDEX OF DOCUMENT FORMS

(Below is a Checklist of Forms that may be needed. These are ONLY “Examples”. The “Samples” can be duplicated if needed.

(Check ONLY if needed)

I NOTICE TO PROCEED

II WAIVER OF CLAIM AND CERTIFICATION

III APPLICATION & CERTIFICATE FOR PAYMENT AND SCHEDULE OF VALUES

IV LIST OF SUBCONTRACTORS AND SUPPLIERS

V CONSENT OF SURETY FORM (BONDED PROJECTS)

VI CONTRACTOR’S GUARANTEE AND WARRANTY

*SAMPLES*

VII W/9 (VENDOR MAINTENANCE FORM) (SAMPLE)

VIII CONTRACTOR DAILY CONSTRUCTION

REPORT (SAMPLE)

VIV AHERA CERTIFICATION FOR THE ABSENCE

OF ASBESTOS CONTAINING BUILDING

MATERIALS (SAMPLE)

X CERTIFICATE OF FINAL INSPECTION (SAMPLE)

XI CONTRACTOR EVALUATION (SAMPLE)

XII PROFESSIONAL SERVICES EVALUATION (SAMPLE)