PART 1 – GENERAL

1.1 GENERAL STATEMENT

A. The requirements set forth in this document are the Standard Requirements of the School Board of Pinellas County, Florida, for all construction contracts.

B. This section does not address special requirements relating specifically to this construction contract for this Project. Those matters are addressed in the Special Requirements, Section 00 73 00 Supplementary Conditions.

1.2 EXECUTION OF DOCUMENTS

A. All documents requiring signatures shall bear the correct name of the firm as recorded in the offices of the State licensing authorities (Construction Industry Licensing Board; Department of Business and Professional Regulation) and set forth in the Agreement with the Owner.

B. The full and correct firm name shall be typed on each document requiring signatures. The correct name and title of each person whose signature appears, shall be typed on each document requiring signatures.

C. If the firm is owned solely by one person, that person shall be the only one signing any documents pertaining to this Contract, and the word OWNER shall appear after the typed name as that individual's title.

D. If the firm is owned in partnership, only a partner of that firm may sign documents pertaining to this Contract. (If a limited partnership, only a general partner may sign). The title of such person signing, shall be typed after his/her typed name either as PARTNER or as GENERAL PARTNER, as may be appropriate.

E. If the firm is a corporation or like entity, only the President or Vice President may sign documents pertaining to this Contract, and the title PRESIDENT or VICE PRESIDENT shall be typed after the typed name of the person signing, such signature(s) shall be attested to by the Secretary of the corporation. The corporate seal shall be impressed, singly and in the original, (not a reproduction) upon each signature page signed by the President or Vice President of the Corporation. The name of the state of the firm's incorporation shall be clearly shown.

Exception No. 1: If another person is authorized by the firm to execute documents on its behalf, and if such person is signing, each signed document shall have attached a properly notarized and signed copy of the corporation's By-Laws so authorizing; or in the case of insurance certificates or bonds, each such document shall have attached a proper and notarized Power-of-Attorney so authorizing. All such By-Laws and Power-of-Attorney documents shall be signed in the original by the President or Vice President of the Corporation and duly notarized.

Exception No. 2: In event of the signing of a "Acknowledgment of Receipt of Payment, Waiver of Claim and Certification" from a supplier, the School Board Attorney may accept an original signature (duly authorized) from some other individual but only in the event that the supplier is a company of large size whose home office is remote from this school district.

Exception No. 3: Bid Proposals shall be acceptable if the President's or Vice President's signature is attested to either by the Secretary of the Corporation or by a Notary Public.

Exception No. 4: Excluding Agreements and Change Orders if another person is authorized by the firm to execute documents on its behalf, the President or Vice President shall provide a notarized authorization letter indicating what documents can be signed by the designated individual.

F. All documents shall be signed, in a color other than black, by the person whose signature appears. Such signatures shall be strongly made in a manner that reproductions of such will be clearly legible in colored ink other than black. All signatures shall be attested to by a Notary Public.

1.3 SIGNING OF PERIODIC PAY REQUESTS

A. The person signing pay requests on behalf of the Project Architect/Engineer shall be a responsible authorized principal of the firm. Such principal shall be an Architect registered in the State of Florida, or a Professional Engineer registered in the State of Florida. Such signing person's title (President, Vice President, Authorized Firm Principal, Partner, Owner) shall be typed onto the document where signed.

B. The person signing pay requests on behalf of the Contractor shall be a person as set forth in Section 1.2 Paragraphs 2C, 2D or 2E above. Such pay requests have a sworn statement witnessed by a Notary Public and signed by the Owner, Partner, General Partner, President or Vice President stating that, "The undersigned Contractor certifies that to the best of his knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1.4 SIGNING OF CHANGE ORDERS AND FIELD ORDERS

A. The persons signing Change Orders and Field Orders, on behalf of the Project Architect/Engineer or of the Contractor, shall be as set forth in Section 1.3 Paragraphs 3A and 3B above.

B. The persons signing Change Orders or Field Orders, on behalf of the Contractor, shall be as set forth in Section 1.2 Paragraphs 2C, 2D or 2E above.

1.5 SIGNING OF "Acknowledgment of Receipt of Payment, Waiver of Claim and Certification"

A. The person signing "Acknowledgment of Receipt of Payment, Waiver of Claim and Certification" on behalf of the Contractor shall be as set forth in Paragraphs 3A and 3B above.

B. The person signing "Acknowledgment of Receipt of Payment, Waiver of Claim and Certification" on behalf of the Subcontractor (or major material supplier) shall be as set forth in Section 1.2 Paragraphs 2C, 2D or 2E above.

1.6 VERIFICATION OF OWNER-FURNISHED SURVEY DATA

A. Prior to commencing any excavation or grading or any construction the Contractor shall satisfy himself as to the accuracy of all survey data as indicated in these Drawings and Specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors or omissions in the survey data, he shall immediately notify the Project Architect in order that proper adjustments can be anticipated and ordered. Commencement by the Contractor or of any excavation, grading or construction shall be held as an acceptance of the survey date 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.

1.7 CONSTRUCTION FACILITIES AND TEMPORARY UTILITIES

A. Sanitary provisions: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply OSHA and Pinellas School Board.

B. Temporary wiring, temporary lighting, etc. shall meet the requirements of the National Electric Code (NEC).

C. The Contractor shall provide an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection.

D. Storage and work areas: At the start of the operations the Contractor shall make arrangements with the Architect and the Owner's Inspector for the assignment of storage and work areas. During construction the Contractor shall maintain the areas in a neat condition.

G. Contractor's field offices: Trailers may be used for field offices.

1. Additional instructions regarding Construction Facilities are set forth in Section 00 73 00 Supplementary Conditions (Special Requirements.)

1.8 AERIAL PHOTOGRAPHS

For projects consisting of the construction of new buildings or the reroofing of existing buildings, the Contractor shall provide aerial photographs of the construction site. Photographs shall be taken on a monthly basis and shall consist of three (3) 8” x 10” prints of three different views. The Pinellas County Schools will provide fly-over services coordinated through its Project Coordinator.

1.9 EQUAL OPPORTUNITY

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that minorities are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives, of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with Executive Order 11246, Federal Equal Employment Opportunity, unless exempt, in accordance with Section 203 of this order.

1.10 PROJECT RECORD DRAWINGS

A. The Contractor shall maintain one complete set of project drawings and specifications in the job office in a neat and undamaged condition for the sole purpose of developing the required As-Built Drawings and Specifications. These documents shall be updated and revised as required throughout the project. This record set of drawings and specifications shall not be used as a working set of documents -­-- other sets shall be used for that purpose. The Contractor shall immediately mark on such record drawings and specifications, in a neat and conspicuous manner, each change or correction made. (Changes shall be considered to include: relocation of piping or other material; addenda; Field Orders; Change Orders; RFI’s, ASI’s etc.).

B. As-Built Drawings and Specifications: The Contractor shall, by use of a skilled draftsman, transfer the information from the Record Drawings to an electronic file in CAD and PDF. All files shall be named to match the drawing sheet number as listed in the drawing index. The Contractor shall electronically sign the first page or cover page of the set of drawings and specifications with the following statement:

"This certifies that, to the best of my knowledge and belief, these As-Built documents indicate all changes or corrections made in the actual construction, and, such indicate how the project is constructed."

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

 Signature

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

 Typed name and title

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

 Date

The Project Architect/Engineer shall also s­ign (beneath the Contractor's signature) a statement which shall read:

"This certifies that the Project Architect/Engineer did, throughout the Construction Time, periodically observe that the Contractor was in compliance with the Record Drawings requirements, and that these As-Built Drawings and Specifications should be reasonably expected to represent the project as built."

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

 Signature

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

 Typed name and title

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

 Date

The As-Built Drawings and Specifications which shall be delivered to the Project Architect/Engineer at the time of delivery of the Close-Out Documents the contractor will include one (1) auto cad file and one (1) PDF file to the project design professional for review and transmittal to Owner.

1.11 STANDARDS AND SPECIFICATIONS

 All National Standards and Specifications shall be the lates­t revision in effect at the time of the issuance of the approved Contract ­Documents.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

3.1 SCHOOL OPERATIONS

A. In general all work shall be planned and performed so that it will not disrupt normal school operations. Any work that could impact school operations must be approved by the School Board Project Coordinator.

B. In existing schools or centers, any work which will significantly affect the educational process shall not commence until the Contractor has in his possession all replacement materials, equipment, and parts necessary to quickly rebuild, reinstall or repair the work, except in areas that are phased to be vacated, as indicated on the plans or as otherwise agreed between the Contractor and the School Principal with approval of the PCSB Project Coordinator.

C. Cleaning:

1. Normal construction cleaning: For new schools or facilities and new additions, or portions there of not yet certified as Substantially Complete and thereafter during holidays as above defined, only normal construction cleaning need be maintained by the Contractor. Such shall include complete removal of debris from the immediate construction areas and adjacent areas.
2. Special cleaning: At all other times (except holidays) the Contractor, in addition to normal construction cleaning, shall keep the areas needed by faculty, staff and students (including corridor, exit ways) free of all debris, materials, storage materials and trash and periodically during the school day hours shall clean-up to a stage of being "broom clean." The Contractor shall periodically "dust (oil) mop" the flooring as may be practical and as may be necessary to minimize dust.
3. Upon completion of the Contract or portions thereof and prior to or shortly after the Date of Substantial Completion, the Contractor shall clean all windows, glass, aluminum/steel or other metal, floors, walls and other surfaces and make such surfaces clean and free of stain or discoloration. All surfaces shall be left by the Contractor in a first class finished condition as determined appropriate by the Project Architect.

D. Noise: No unusually loud distracting noise shall be permitted to be heard in occupied areas during school day hours. Radios, dropping of material, pneumatic hammers and loud voices shall be prohibited.

E. Fraternization: No fraternization, conversations, whistles or cat-calls shall be permitted between Contractor's people and faculty or students. No Contractor's personnel shall enter toilet/restrooms used by the faculty or students. Workpersons shall be suitably clothed at all times during school day hours. Violation of these terms shall require the removal of such offenders immediately and permanently from the site. The Contractor shall enforce the School Principal's or PCSB Project Coordinator or Project Architect's demands in this regard. The Project Architect/Engineer may order the permanent removal of any person from the Project site.

F. The Contractor shall attend and comply with decisions made at the Pre-Construction Conference, in particular:

1. Establishment of time schedules and dates for occupancy of areas by the Contractor and by the schools or facilities faculty, staff and students.
2. Establishment and location of sanitary facilities for Contractor's people.
3. Parking areas for Construction Workers.
4. Areas for material storage, construction trailers, construction offices, etc.
5. Traffic patterns and controls.
6. Construction fencing and barricading, (considering phasing for continuation of safe operation of school).
7. Dust free barriers and sound control.
8. Forty-eight (48) hour minimum notification to the Project Coordinator and School Principal of temporary interruption of electric service, water, gas, etc. (Some toilet facilities must always be available for school use.)
9. Scheduling of access during and other than during school day hours.
10. All vendors shall comply with requirements for badging identified on the Pinellas County Schools Police Department website <http://www.pcsb.org/Page/2781> – Jessica Lunsford / Contractor Badge Instructions (Florida Statutes 1012.465, 1012.467 and 1012.468).

3.3. TOXIC SUBSTANCES

1. All toxic substances used in the construction, repair and maintenance of educational facilities as discussed in SREF - Toxic Substance Safety Precautions, and applicable Florida Statutes and the Florida Administrative Code (F.A.C.) are restricted to usage as recommended by the material/substance manufacturer.
2. Any use of toxic substances during work on occupied facilities shall reflect the time required for the substance to dissipate to safe levels and shall provide for removal of occupants during the application phase as recommended by the material manufacturer. All such use must be approved in writing by the School Board’s authorized representative.

3.4 COMPLIANCE WITH THE TRENCH SAFETY STATUTE

Trench excavations performed under this Contract whether by the Contractor or any subcontractor shall be done in strict compliance with ***Florida Statute 553.60*** "The Trench Safety Act". This pertains to the design of the trench safety system and shoring.

**END OF SECTION**