

SPECIFICATIONS
for
Gulf Breeze HS New Tennis Courts

Released for Construction

Prepared For:



Santa Rosa County District Schools
Administrative Services
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July 19, 2022

**Santa Rosa County School District
Gulf Breeze High School Tennis Courts**

July 19, 2022

SANTA ROSA COUNTY SCHOOL DISTRICT

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**INVITATION TO BID
SANTA ROSA COUNTY SCHOOL DISTRICT GULF BREEZE HS NEW TENNIS COURTS**

ELECTRONIC BIDS WILL BE RECEIVED FROM SELECT PRE-QUALIFIED CONTRACTORS ALSO LISTED ON ESCAMBIA COUNTY'S PD 19-20.080 GENERAL PAVING AND DRAINAGE PRICING AGREEMENT BY THE SANTA ROSA COUNTY SCHOOL BOARD. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA EMAIL TO PJEHLE@MCKIMCREED.COM BY **2:00 PM**, LOCAL TIME, FRIDAY, AUGUST 12, 2022, AT WHICH TIME ALL BIDS WILL BE OPENED FOR THE CONSTRUCTION OF " **GULF BREEZE HS NEW TENNIS COURTS**". FOR THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA. ANY BIDS RECEIVED AFTER CLOSING WILL BE RETURNED UNOPENED.

SELECT PRE-QUALIFIED CONTRACTORS ARE BEING PROVIDED ONE SET OF DIGITAL (PDF) DOCUMENTS.

BIDS SHALL BE SUBMITTED ON THE FORM SUPPLIED BY THE ENGINEER. EACH BID MUST BE ACCOMPANIED BY AN ELECTRONIC SCAN OF AN ORIGINAL BID BOND IN THE AMOUNT OF 10% OF THE BASE BID AS GUARANTEE THAT THE SUCCESSFUL BIDDER WILL ENTER INTO A WRITTEN CONTRACT WITH THE OWNER AND FURNISH A 100% "PERFORMANCE BOND" AND A 100% "LABOR AND MATERIAL PAYMENT BOND" SATISFACTORY TO THE OWNER. ORIGINAL VERSIONS OF THE BID BOND WILL BE OBTAINED FROM THE SUCCESSFUL BIDDER AFTER BIDS HAVE BEEN SUBMITTED.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD VIA MICROSOFT TEAMS MEETING ON TUESDAY, AUGUST 8, 2022 (3:00 PM – 3:45 PM). BIDDERS WILL BE PROVIDED A LINK TO JOIN THE COFERENCE FROM THEIR PHONES OR COMPUTERS. THE PURPOSE OF THIS MEETING IS TO FAMILIARIZE BIDDERS WITH THE PROCUREMENT PROCESS BEING UTILIZED FOR THIS LIMITED BID. ALL BIDDERS ARE ADDITIONALLY REQUIRED TO VISIT THE SITE IN ORDER THAT THEY MAY FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS THAT RELATE TO THE PROJECT.

THE OWNER RESERVES THE RIGHT TO WAIVE INFORMALITIES IN BIDDING AND REJECT ANY AND ALL BIDS.

BY DR. KAREN BARBER, SUPERINTENDENT OF SCHOOLS

SECTION 00050 – INSTRUCTIONS TO BIDDERS

1. GENERAL:

- A. CONSIDERATION:
TO BE CONSIDERED, BIDS MUST BE MADE IN ACCORDANCE WITH THESE INSTRUCTIONS TO BIDDERS.
- B. DEFINITIONS:

ALL DEFINITIONS AS SET FORTH IN THE AIA GENERAL CONDITIONS AND IN THE SECTION ENTITLED SUPPLEMENTARY GENERAL AND SPECIAL CONDITIONS APPLY TO THIS SECTION.
- C. SECURING DOCUMENTS:
 - (1) ELECTRONIC (PDF) COPIES OF THE CONTRACT DOCUMENTS HAVE BEEN PROVIDED TO THE BIDDERS.
 - (2) HARD COPIES OF THE BID DOCUMENTS MAY BE PRODUCED BY THE BIDDERS AT THEIR OWN EXPENSE.
- D. DISPOSAL OF DOCUMENTS:

ALL DOCUMENTS MUST BE DESTROYED BY UNSUCCESSFUL BIDDERS.

2. PREBID REQUIREMENTS AND INFORMATION:

- A. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK:

BEFORE SUBMITTING A BID, EACH BIDDER SHALL CAREFULLY EXAMINE THE DRAWINGS, READ THE SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS, AND VISIT THE SITE OF THE WORK. EACH BIDDER SHALL FULLY INFORM HIMSELF PRIOR TO BIDDING AS TO ALL EXISTING CONDITIONS AND LIMITATIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND HE SHALL INCLUDE IN HIS BID A SUM TO COVER ALL COSTS OF ALL ITEMS NECESSARY TO PERFORM THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. NO ALLOWANCE WILL BE MADE TO ANY BIDDER BECAUSE OF LACK OF SUCH EXAMINATION OR KNOWLEDGE. THE SUBMISSION OF A BID SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE BIDDER HAS MADE SUCH EXAMINATION.

B. MANDATORY PRE BID MEETING:

A MANDATORY PRE-BID CONFERENCE WILL BE HELD VIA MICROSOFT TEAMS MEETING ON TUESDAY, AUGUST 8, 2022 (3:00 PM – 3:45 PM). BIDDERS WILL BE PROVIDED A LINK TO JOIN THE CONFERENCE FROM THEIR PHONES OR COMPUTERS. THE PURPOSE OF THIS MEETING IS TO FAMILIARIZE BIDDERS WITH THE PROCUREMENT PROCESS BEING UTILIZED FOR THIS LIMITED BID. EACH BIDDER SHALL FULLY INFORM HIMSELF PRIOR TO BIDDING AS TO ALL EXISTING CONDITIONS AND LIMITATIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND HE SHALL INCLUDE IN HIS BID A SUM TO COVER ALL COSTS OF ALL ITEMS NECESSARY TO PERFORM THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. NO ALLOWANCE WILL BE MADE TO ANY BIDDER BECAUSE OF LACK OF SUCH EXAMINATION OR KNOWLEDGE. THE SUBMISSION OF A BID SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE BIDDER HAS MADE SUCH EXAMINATION. OTHER INTERESTED PARTIES ARE ENCOURAGED TO ATTEND.

C. PROOF OF COMPETENCY OF BIDDER:

ANY BIDDER MAY BE REQUIRED TO FURNISH EVIDENCE SATISFACTORY TO THE OWNER THAT HE AND HIS PROPOSED SUBCONTRACTORS HAVE SUFFICIENT MEANS AND EXPERIENCE IN THE TYPES OF WORK CALLED FOR ASSURE COMPLETION OF THE CONTRACT IN A SATISFACTORY MANNER.

D. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

IF ANY PERSON CONTEMPLATING SUBMITTING A BID FOR CONSTRUCTION OF THE WORK IS IN DOUBT AS TO THE TRUE MEANING OF ANY PART OF THE CONTRACT DOCUMENTS, OR FINDS DISCREPANCIES IN OR OMISSIONS FROM ANY PART OF THE CONTRACT DOCUMENTS, HE MAY SUBMIT TO THE ENGINEER A WRITTEN REQUEST FOR INTERPRETATION THEREOF NOT LATER THAN SEVEN (7) DAYS BEFORE BIDS WILL BE OPENED. THE PERSON SUBMITTING THE REQUEST SHALL BE RESPONSIBLE FOR ITS PROMPT DELIVERY. ANY INTERPRETATION OR CORRECTION OF THE CONTRACT DOCUMENTS WILL BE MADE ONLY BY ADDENDUM AND WILL BE EMAILED OR DELIVERED TO EACH BIDDER OF RECORD. THE OWNER WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATIONS OR INTERPRETATIONS OF THE CONTRACT DOCUMENTS.

E. SUBSTITUTIONS:

- (1) EACH BIDDER REPRESENTS THAT HIS BID IS BASED UPON MATERIALS AND EQUIPMENT DESCRIBED IN BIDDING DOCUMENTS.
- (2) NO SUBSTITUTION WILL BE CONSIDERED UNLESS WRITTEN REQUEST HAS BEEN SUBMITTED TO THE ENGINEER FOR APPROVAL AT LEAST TEN (10) DAYS PRIOR TO DATE FOR RECEIPT OF BIDS AND IS ENTERED ON SUBSTITUTION SHEET. EACH REQUEST SHALL INCLUDE A COMPLETE DESCRIPTION OF THE PROPOSED SUBSTITUTE AND NECESSARY DATA FOR A COMPLETE EVALUATION.
- (3) IF PROPOSED SUBSTITUTION IS ACCEPTED IT WILL BE INCORPORATED IN AN ADDENDUM.
- (4) SUBSTITUTIONS SHALL NOT AFFECT DETERMINING OF LOWEST BID.

3. BID REQUIREMENTS:

A. BID FORM:

IN ORDER TO RECEIVE CONSIDERATION, MAKE ALL BIDS IN STRICT ACCORDANCE WITH THE FOLLOWING:

- (1) MAKE BIDS UPON THE FORMS PROVIDED THEREFORE, PROPERLY EXECUTED AND WITH ALL ITEMS FILLED OUT. DO NOT CHANGE THE WORDING OF THE BID FORM. UNAUTHORIZED CONDITIONS, LIMITATIONS, OR PROVISIONS ATTACHED TO THE PROPOSAL SHALL SHOW CAUSE FOR REJECTION OF THE PROPOSAL. ALTERATIONS BY ERASURE OR INTERLINEATION MUST BE EXPLAINED OR NOTED IN THE BID OVER THE SIGNATURE OF THE BIDDER.

- (2) NO TELEGRAPHIC BID OR TELEGRAPHIC MODIFICATION OF A BID WILL BE CONSIDERED.

NO BIDS RECEIVED AFTER THE TIME FIXED FOR RECEIVING THEM WILL BE CONSIDERED. LATE BIDS WILL BE RETURNED TO THE BIDDER UNOPENED.

- (3) EACH BID SHALL BE ADDRESSED TO THE OWNER AND SHALL BE DELIVERED TO THE ENGINEER OF RECORD AT THE E-MAIL ADDRESS GIVEN IN THE INVITATION TO BID ON OR BEFORE THE DAY AND HOUR SET FOR OPENING OF BIDS. EACH BID SUBMITTAL MUST CLEARLY INDICATE IN THE TRANSMITTING E-MAIL THE TITLE OF THE WORK, THE NAME OF THE BIDDER, AND THE DATE AND HOUR OF THE OPENING. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID IS RECEIVED ON TIME.

- (4) STATEMENT AND PRICE FOR TRENCH WORK DESIGNED "ATTACHMENT NUMBER 1", IS INCLUDED HERewith, FOLLOWING THIS SPECIFICATION SECTION, MUST BE PROPERLY COMPLETED AND SIGNED AND INCLUDED AND MADE PART OF THE BID PROPOSAL. FAILURE TO INCLUDE THIS ATTACHMENT SHALL BE CAUSE FOR REJECTION OF THE PROPOSAL.

- (5) OTHER ITEMS TO BE INCLUDED WITH THE PROPOSAL ARE AS FOLLOWS:
 - PUBLIC ENTITY CRIMES STATEMENT
 - DRUG FREE WORKPLACE FORM
 - CERTIFICATION REGARDING DEBARMENT
 - BID BOND
 - ACKNOWLEDGEMENT OF ADDENDUMS AND CLARIFICATIONS IF ANY

B. WITHDRAWAL OF BIDS:

- (1) ANY BIDDER MAY WITHDRAW HIS BID, EITHER PERSONALLY OR BY WRITTEN REQUEST, AT ANY TIME PRIOR TO SCHEDULED TIME FOR OPENING OF BIDS.
- (2) NO BIDDER MAY WITHDRAW HIS BID FOR A PERIOD OF 60 DAYS AFTER THE DATE SET FOR OPENING THEREOF, AND ALL BIDS SHALL BE SUBJECT TO ACCEPTANCE BY THE OWNER DURING THIS PERIOD.

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C. AWARD OR REJECTION OF BIDS:

THE CONTRACT, IF AWARDED, WILL BE AWARDED TO THE RESPONSIBLE BIDDER WHO HAS PROPOSED THE LOWEST CONTRACT SUM, SUBJECT TO THE OWNER'S RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITY AND IRREGULARITY IN THE BIDS AND IN THE BIDDING.

D. POSTING OF BID TABULATIONS AND PROTESTS:

THE TABULATION OF BIDS WILL BE PROVIDED TO ALL BIDDERS ELECTRONICALLY, ON OR ABOUT THE DAY THE BIDS WERE OPENED. THE AWARD OF THE BID WILL BE POSTED IN THE SAME LOCATION THE DATE OF THE SCHOOL BOARD MEETING AND WILL REMAIN POSTED FOR A PERIOD OF AT LEAST 72 HOURS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER PROCEEDING UNDER CHAPTER 120, FLORIDA STATUTES. ALL PROTESTS SHALL BE IN COMPLIANCE WITH THE SCHOOL BOARD'S POLICY 6.10(S) a. PROTESTS SHALL BE IN THE FORM OF A WRITTEN LETTER, NO FACSIMILE'S OR TELEGRAPHIC PROTESTS WILL BE ALLOWED, AND A BOND, MADE PAYABLE TO THE BOARD, IN THE AMOUNT EQUAL TO 5% OF THE CONTRACT AMOUNT OR \$2,000.00, WHICHEVER IS GREATER, NOT TO EXCEED \$5,000.00 SHALL ACCOMPANY THE PROTEST.

E. QUALIFICATION OF BIDDERS:

- (1) OWNER MAY MAKE SUCH INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE ABILITY OF BIDDER TO PERFORM WORK, AND BIDDER SHALL FURNISH TO OWNER SUCH INFORMATION INCLUDING A FINANCIAL AND EXPERIENCE STATEMENT AND OTHER DATA, INCLUDING QUALIFICATION DATA FOR PROPOSED SUBCONTRACTORS FOR THIS PURPOSE AS OWNER MAY REQUEST.
- (1) PLANS AND SPECIFICATIONS OR BIDS WILL NOT BE RECEIVED OR PROVIDED TO ANY CONTRACTOR WHO IS CURRENTLY OR PREVIOUSLY HAD A CONTRACT WITH THE SANTA ROSA COUNTY SCHOOLS THAT WENT INTO LIQUIDATED DAMAGES. TO BE REINSTATED TO "RESPONSIBLE BIDDER" STATUS, A BARRED CONTRACTOR MUST REQUEST IN WRITING TO THE SANTA ROSA COUNTY SCHOOL BOARD TO BE REINSTATED. THE WRITTEN REQUEST MUST EXPLAIN THE REASONS THAT THE CONTRACTOR FEELS THAT HE SHOULD BE REINSTATED AND THE LETTER SHALL ALSO REQUEST THAT AN AGENDA ITEMS BE PLACED ON THE NEXT AVAILABLE BOARD AGENDA SO THAT THE CONTRACTOR CAN PERSONALLY PETITION THE BOARD FOR REINSTATEMENT. REINSTATEMENT SHALL BE AT THE SOLE DISCRETION OF THE BOARD.

F. BONDS:

- (1) A BID BOND IN THE AMOUNT OF 10% OF THE PROPOSED BASE BID CONTRACT AMOUNT MUST ACCOMPANY EACH PROPOSAL (A CHECK IS NOT ACCEPTABLE). ALL BID BONDS SHALL BE ON THE FORM INCLUDED IN THE PROJECT MANUAL (AIA FORM A310). THE SUCCESSFUL BIDDER'S SECURITY WILL BE RETAINED UNTIL HE HAS SIGNED THE CONTRACT AND FURNISHED THE REQUIRED LABOR AND MATERIALS PAYMENT BOND AND PERFORMANCE BOND. THE OWNER RESERVES THE RIGHT TO RETAIN THE SECURITY OF THE NEXT LOWEST BIDDER UNTIL THE LOWEST BIDDER

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ENTERS INTO CONTRACT OR UNTIL 60 DAYS AFTER BID OPENING, WHICHEVER IS SHORTER.

ALL OTHER BID SECURITY WILL BE RETURNED AS SOON AS PRACTICABLE. IF ANY BIDDER REFUSES TO ENTER INTO A CONTRACT, THE OWNER WILL RETAIN HIS BID BOND AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY.

- (2) PRIOR TO SIGNING THE CONTRACT, THE OWNER WILL REQUIRE THE SELECTED CONTRACTOR TO SECURE AND POST A LABOR AND MATERIALS PAYMENT BOND AND A PERFORMANCE BOND, EACH IN THE AMOUNT OF 100% OF THE CONTRACT SUM, AND EACH ON THE FORMS PROVIDED IN THE PROJECT MANUAL (AIA FORM 312). ALL SUCH BONDS SHALL BE ISSUED BY SURETY ACCEPTABLE TO THE OWNER. INCLUDE THE COSTS OF ALL SUCH BONDS IN THE PROPOSED CONTRACT SUM. PRIOR TO SIGNING THE CONTRACT, THE CONTRACTOR SHALL FURNISH THE NAME, ADDRESS, OFFICE AND FAX TELEPHONE NUMBERS OF THE LOCAL AGENT AND HOME OFFICE.
- (3) BONDS SHALL BE EXECUTED BY A SURETY OR GUARANTY OR TRUST COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF PROJECT LOCATION AND WITH LOCAL REPRESENTATION. IN THE EVENT OF FAILURE OF SURETY, OR IF AT ANY TIME SUCH IS DECLARED UNSATISFACTORY BY THE OWNER, THE CONTRACTOR SHALL IMMEDIATELY FURNISH A NEW BOND AS REQUIRED HEREIN.
- (4) BONDS SHALL BE EXECUTED ON BEHALF OF THE CONTRACTOR IN THE SAME MANNER AND BY THE SAME PERSON WHO EXECUTED AGREEMENT. THE BONDS SHALL BE ACCOMPANIED BY A DULY AUTHENTICATED OR CERTIFIED DOCUMENT, IN DUPLICATE, EVIDENCING THAT THE PERSON EXECUTING THE BOND IN BEHALF OF THE SURETY HAD THE AUTHORITY TO DO SO ON THE DATE OF THE BONDS. THE DOCUMENT SHALL INDICATE THE DATE OF APPOINTMENT AND ENUMERATION OF POWER OF THE PERSON EXECUTING THE BONDS ACCOMPANIED BY A CERTIFICATION THAT THE APPOINTMENT AND POWERS HAVE NOT BEEN REVOKED AND REMAIN IN EFFECT. THE DATE OF THAT CERTIFICATION SHALL BE THE DATE OF THE BONDS. THE DATE OF THE BONDS SHALL BE THE DATE OF THE AGREEMENT.
- (5) AGENTS OF BONDING COMPANIES SHALL FURNISH POWER OF ATTORNEY, BEARING SEAL OF COMPANY, EVIDENCING SUCH AGENT'S AUTHORITY TO EXECUTE THE PARTICULAR TYPE OF BOND FURNISHED. A COPY OF THIS PROOF SHALL BE ATTACHED TO EACH COPY OF THE AGREEMENT.
- (6) THE FOLLOWING INFORMATION WILL BE CLEARLY MARKED ON ALL BONDS:
 - (A) NAME, ADDRESS AND PHONE NUMBER OF THE LOCAL AGENT AND THE HOME OFFICE.

G. ACCEPTABLE SURETY:

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TO BE ACCEPTABLE TO THE OWNER AS SURETY FOR BID BONDS AND PERFORMANCE AND PAYMENT BONDS, A SURETY COMPANY SHALL COMPLY WITH THE FOLLOWING PROVISIONS:

- (1) THE SURETY COMPANY MUST BE ADMITTED TO DO BUSINESS IN THE STATE OF FLORIDA.
- (2) THE SURETY COMPANY SHALL HAVE BEEN IN BUSINESS AND HAVE A RECORD OF SUCCESSFUL CONTINUOUS OPERATIONS FOR AT LEAST FIVE YEARS.
- (3) THE SURETY SHALL NOT EXPOSE ITSELF TO ANY LOSS OR ANY ONE RISK IN AN AMOUNT EXCEEDING TEN (10) PERCENT OF ITS SURPLUS TO POLICYHOLDERS, PROVIDED:
 - (A) ANY RISK OR PORTION OF ANY RISK WHICH SHALL HAVE BEEN REINSURED (IN WHICH CASE THESE MINIMUM REQUIREMENTS CONTAINED HEREIN ALSO APPLY TO THE REINSURING CARRIER) IN ASSUMING INSURER AUTHORIZED OR APPROVED BY THE INSURANCE COMMISSIONER TO DO SUCH BUSINESS IN THIS STATE SHALL BE DEDUCTED IN DETERMINING THE LIMITATIONS OF RISK PRESCRIBED IN THIS SECTION.

H. EXECUTION OF AGREEMENT:

- (1) THE FORM OF AGREEMENT WHICH THE SUCCESSFUL BIDDER, AS CONTRACTOR, WILL BE REQUIRED TO EXECUTE IS INCLUDED IN THE PROJECT MANUAL, AND SHALL BE AIA DOCUMENT A 101.
- (2) THE BIDDER TO WHOM THE CONTRACT IS AWARDED BY THE OWNER SHALL, WITHIN FIFTEEN (15) DAYS AFTER NOTICE OF AWARD AND RECEIPT OF AGREEMENT FORMS FROM THE OWNER, SIGN AND DELIVER TO THE OWNER ALL REQUIRED COPIES.
- (3) IF CONTRACTOR IS AN INDIVIDUAL, AGREEMENT SHALL BE SIGNED WITH HIS MANUAL SIGNATURE.
- (4) IF CONTRACTOR IS A FIRM OR COMPANY OWNED BY AN INDIVIDUAL, AGREEMENT SHALL BE EXECUTED IN NAME OF FIRM OR COMPANY BY MANUAL SIGNATURE OF OWNER.
- (5) IF CONTRACTOR IS A CORPORATION, AGREEMENT SHALL BE EXECUTED IN NAME OF CORPORATION AND SHALL BEAR CORPORATE SEAL. IT SHALL BE SIGNED FOR CORPORATION BY THE PRESIDENT AND ATTESTED TO BY THE SECRETARY. EXECUTED CONTRACT SHALL BE ACCOMPANIED BY A DULY AUTHENTICATED DOCUMENT BEARING THE SEAL OF CORPORATION AUTHORIZING OFFICER SO SIGNING TO EXECUTE CONTRACTS ON BEHALF OF CORPORATION OR IF AUTHORIZED BY RESOLUTION OF BOARD OF DIRECTORS TO DESIGNATE SUCH OFFICER AND COPY OF RESOLUTION DESIGNATED AND AUTHORIZING HIM TO EXECUTE ON BEHALF OF CORPORATION. THAT DOCUMENT MUST CONTAIN A STATEMENT THAT AUTHORITY IS IN EFFECT ON DATE OF EXECUTION OF CONTRACT, AND MAY NOT BE DATED EARLIER

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THAN THE DATE OF EXECUTION OF CONTRACT. SAME OFFICER MAY NOT EXECUTE CONTRACT AND AUTHENTICATE DOCUMENT OF AUTHORITY

- (6) AT OR PRIOR TO DELIVERY OF THE SIGNED AGREEMENT, THE CONTRACTOR SHALL DELIVER TO THE OWNER THE LABOR AND PAYMENT BOND, THE PERFORMANCE BOND, AND THE POLICIES OF INSURANCE OR INSURANCE CERTIFICATES AS REQUIRED BY THE CONTRACT DOCUMENTS. ALL BONDS AND POLICIES OR CERTIFICATES OF INSURANCE SHALL BE APPROVED BY THE OWNER BEFORE THE SUCCESSFUL BIDDER MAY PROCEED WITH THE WORK.
- (7) FAILURE TO FURNISH BONDS OR INSURANCE POLICIES OR CERTIFICATES IN A FORM SATISFACTORY TO THE OWNER SHALL SUBJECT THE BIDDER TO LOSS OF TIME FROM THE ALLOWABLE CONSTRUCTION PERIOD EQUAL TO THE TIME OF DELAY IN FURNISHING THE REQUIRED MATERIAL.

I. CONSTRUCTION TIME, LIQUIDATED DAMAGES:

- (1) THE AGREEMENT WILL INCLUDE A STIPULATION THAT THE CONTRACTOR WILL START WORK WITHIN 7 DAYS AFTER NOTICE TO PROCEED, THAT ALL WORK COVERED BY WILL BE **SUBSTANTIALLY COMPLETE WITHIN A PERIOD OF 138 CALENDAR DAYS** FOLLOWING RECEIPT OF NOTICE TO PROCEED, AND THAT ALL WORK WILL BE **FINALLY COMPLETE WITHIN A PERIOD OF 145 CALENDAR DAYS** FOLLOWING RECEIPT OF NOTICE TO PROCEED.
- (2) THE AGREEMENT WILL INCLUDE A STIPULATION THAT LIQUIDATED DAMAGES WILL BE ESTABLISHED FOR EACH PORTION ABOVE IN THE AMOUNT OF **\$2500.00** PER CALENDAR DAY FOR EACH DAY AFTER THE DESIGNATED SUBSTANTIAL AND/OR FINAL COMPLETION DATES, THAT WORK IS NOT DEEMED TO BE SUBSTANTIALLY AND/OR FINALLY COMPLETE.
- (3) CONTRACTOR MUST ACCOUNT FOR ASPHALT CURE TIME, ATHLETIC SURFACE COURT CURE TIME, AND CLIMATE/TEMPERATURE RESTRICTIONS WHEN DEVELOPING PROJECT SCHEDULE TO SATISFY THE CONTRACT REQUIREMENTS. COURTS MUST BE OPEN PRIOR TO THE START OF TENNIS SEASON.

4. SPECIAL INSTRUCTIONS:

- A. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN WATER AND POWER FOR THE PURPOSES OF CONSTRUCTION.
- B. ALCOHOL, DRUGS AND TOBACCO PRODUCTS:
 - 1. THE USE OR POSSESSION OF ALCOHOLIC AND INTOXICATING LIQUORS AND BEVERAGES OR NARCOTIC TYPE DRUGS SHALL NOT BE PERMITTED AT ANY SCHOOL CENTER BY ANY PERSON, EXCEPT WHERE THE PERSON HAS PRESCRIPTION DRUGS FOR USE AS PRESCRIBED BY A MEDICAL DOCTOR.

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2. TO COMPLY WITH THE FLORIDA CLEAN INDOOR AIR ACT AND TO SET A POSITIVE, HEALTHY EXAMPLE FOR STUDENTS, THE USE OF TOBACCO PRODUCTS (BOTH SMOKING AND SMOKELESS) IS PROHIBITED IN ANY FACILITIES OR ON ANY REAL OR PERSONAL PROPERTY OWNED BY OR UNDER THE CONTROL OF THE SANTA ROSA SCHOOL BOARD.

5. CONSTRUCTION SCHEDULE:

WORK ON THIS SECTION WILL BE ACCOMPLISHED WHILE SCHOOL IS NOT IN SESSION.

6. SAFETY PLAN:

THE GENERAL CONTRACTOR WILL FURNISH THE ENGINEER AND OWNER THE NAMES AND TELEPHONE NUMBERS OF AT LEAST TWO (2) INDIVIDUALS THAT CAN BE CONTACTED DURING AND AFTER BUSINESS HOURS IF A PROBLEM ARISES WITH THE PROJECT. IDENTIFY THE CONTACTS PRIOR TO THE PRE-CONSTRUCTION MEETING.

END OF SECTION

PROPOSAL FORM

DATE: _____

EACH BIDDER WILL FILL IN BIDDER'S NAME AND ADDRESS IN SPACE ABOVE.

TO: THE SANTA ROSA COUNTY SCHOOL BOARD, OFFICE OF THE ASSISTANT SUPERINTENDENT FOR ADMINISTRATIVE SERVICES, 6544 FIREHOUSE ROAD, MILTON, FLORIDA.

1. PURSUANT TO AND IN COMPLIANCE WITH YOUR INVITATION TO BID AND THE CONTRACT DOCUMENTS RELATING TO CONSTRUCTION OF "SCHOOL A" FOR THE SCHOOL DISTRICT OF SANTA ROSA COUNTY, FLORIDA.

INCLUDING ADDENDA NUMBERS: _____

INCLUDING CLARIFICATION NUMBERS: _____

THE UNDERSIGNED BIDDER, HAVING BECOME THOROUGHLY FAMILIAR WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS AND WITH LOCAL CONDITIONS AFFECTING PERFORMANCE AND COSTS OF THE WORK AT THE PLACE WHERE THE WORK IS TO BE DONE, AND HAVING FULLY INSPECTED THE SITE IN ALL PARTICULARS, HEREBY PROPOSES AND AGREES TO FULLY PERFORM THE WORK WITHIN THE TIME STATED AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, FOR THE FOLLOWING SUM OF MONEY:

(BASE BID) FOR ALL WORK AS SPECIFIED.

_____ DOLLARS \$ _____

IN ADDITION TO THE STATEMENT ABOVE, BIDDERS MUST SUBMIT A COMPLETED COPY OF THE EXCEL SPREADSHEET PROVIDED TO THE BIDDERS ENTITLED "PD 19-20.080 GENERAL PAVING AND DRAINAGE PRICING AGREEMENT". THIS SPREADSHEET IS PROVIDED IN MICROSOFT EXCEL (.XLSX) FORMAT, AND IS INCORPORATED BY REFERENCE INTO THE SPECIFICATIONS AS SECTION 00060A PROPOSAL FORM SPREADSHEET. THE VALUE OF THE CELL LABELED "REVISED GRAND TOTAL WITH BOL" MUST MATCH THE BASE BID SPECIFIED ABOVE. IF A DISCREPANCY EXISTS, THE HIGHER OF THE VALUE ABOVE OR THE VALUE IN THE COMPLETED SPREADSHEET WILL BE CONSIDERED THE CONTRACTOR'S BID. QUANTITIES WITHIN THE SPREADSHEET MAY BE ADJUSTED BY EACH BIDDER TO REFLECT THEIR INTENDED BID. UNIT PRICES AND OTHER CELLS THAT ARE LOCKED IN THE SPREADSHEET MAY NOT BE ALTERED, OR BID WILL BE CONSIDERED INVALID.

2. I UNDERSTAND THAT THE OWNER RESERVES THE RIGHT TO REJECT THIS BID BUT THAT THIS BID SHALL REMAIN OPEN AND SHALL NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS AFTER THE DATE PRESCRIBED FOR ITS OPENING.

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3. IF WRITTEN NOTICE OF THE ACCEPTANCE OF THIS BID IS MAILED OR DELIVERED PERSONALLY TO THE UNDERSIGNED WITHIN 60 DAYS AFTER THE DATE SET FOR THE OPENING OF THIS BID, OR AT ANY TIME THEREAFTER BEFORE IT IS WITHDRAWN, THE UNDERSIGNED BIDDER WILL EXECUTE AND DELIVER THE CONTRACT DOCUMENTS TO THE OWNER IN ACCORDANCE WITH THIS BID AS ACCEPTED, AND WILL ALSO FURNISH AND DELIVER TO THE OWNER ALL REQUIRED PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND, AND PROOF OF INSURANCE COVERAGE REQUIRED, ALL WITHIN 10 DAYS AFTER PERSONAL DELIVERY OR DEPOSIT IN THE MAIL OF A NOTIFICATION OF ACCEPTANCE OF THIS BID.
4. IF AWARDED THIS CONTRACT, I AGREE TO COMPLETE THE WORK WITHIN 138 CALENDAR DAYS FOR BASE BID, AFTER RECEIPT OF THE NOTICE TO PROCEED FROM THE ENGINEER, AND TO PAY LIQUIDATED DAMAGE AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS FOR FAILURE TO COMPLETE THE PROJECT WITHIN THE STATED TIME.
5. NOTICE OF ACCEPTANCE OR REQUEST FOR ADDITIONAL INFORMATION MAY BE ADDRESSED TO THE UNDERSIGNED AT THE ADDRESS SET FORTH BELOW.
6. WHEREVER IN THIS PROPOSAL AN AMOUNT IS STATED IN BOTH WORDS AND FIGURES, IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.
7. LIST OF SUB-CONTRACTORS PROPOSED FOR THIS PROJECT WILL NOT BE REQUIRED AT TIME OF BIDDING. THE LOW BIDDER WILL BE REQUIRED TO DELIVER, TO THE ENGINEER'S OFFICE WITHIN 48 HOURS AFTER TIME OF BID OPENING, A COMPLETE LIST OF SUB-CONTRACTOR'S AND MATERIAL SUPPLIERS FOR APPROVAL.
8. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE:

IMPORTANT NOTICE: IF BIDDER OR OTHER INTERESTED PERSON IS A CORPORATION, GIVE LEGAL NAME OF CORPORATION, STATE WHERE INCORPORATED AND NAMES OF THE PRESIDENT AND SECRETARY OF THE CORPORATION; IF A PARTNERSHIP, GIVE NAME OF THE FIRM AND NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING THE FIRM; IF BIDDER OR OTHER INTERESTED PERSON IS AN INDIVIDUAL, GIVE FIRST AND LAST NAMES IN FULL.

9. THE UNDERSIGNED BIDDER IS LICENSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF FLORIDA, LICENSE NUMBER _____. CONTRACTOR WILL ALSO INCLUDE A COPY OF SUB-CONTRACTOR'S LICENSE UPON AWARD OF BID.

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10. THE UNDERSIGNED BIDDER HAS SUCCESSFULLY COMPLETED ALL THE REQUIREMENTS FOR PRE-QUALIFICATION AND IS PRESENTLY APPROVED BY THE SCHOOL BOARD OF SANTA ROSA COUNTY TO BID SCHOOL BOARD PROJECTS.

FIRM: _____

BY: _____
(SIGNATURE)

(PRINTED NAME)

TITLE: _____

ADDRESS: _____

CITY, STATE ZIP

PHONE #: _____

END OF SECTION

ATTACHMENT #1

TRENCH SAFETY ADDENDUM

Any trench safety excavation having a depth in excess of five (5) feet will be subject to the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29.C.F.R. s. 1926.650 Subpart P.

By the signature of its undersigned authorized representative, the Bidder hereby assures the Owner that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

The cost of compliance with applicable trench safety standards is estimated by the Bidder to be \$ _____
which cost is included in the amount of bid.

The specific methods of compliance with applicable Trench Safety Standards, and the cost of compliance are as follows:

AUTHORIZED OFFICIAL

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The School District of Santa Rosa County
by _____
(print the individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1997, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1997.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public crime subsequent to July 1, 1997.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1997. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that is was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to a subscribed before me this _____ day of _____ in the year 20 _____

Personally known: _____ OR produced identification: _____

Type of Identification: _____ Notary Public-State of _____

Notary Signature: _____ Notary Stamp and Expiration: _____

**DRUG FREE WORKPLACE
Section 287.087 Florida Statutes**

Bids will only be received from a business that certifies that it has implemented a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such as available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature _____ Date: _____

Print Name and Title _____

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SECTION 00065 – DIRECT PURCHASE PROCEDURES
(Amended March 1, 2017)

1. GENERAL:

- A. THE SANTA ROSA COUNTY SCHOOL DISTRICT WILL REQUIRE THE INCORPORATION OF THE FOLLOWING EXHIBIT “C “. THE CONTRACTOR SHALL COOPERATE IN THE FULLEST AND PERFORM ALL WORK AND SERVICES NECESSARY IN ORDER TO FACILITATE THE IMPLEMENTATION OF THESE PROCEDURES.

EXHIBIT C
Direct Purchasing – State Sales Tax Avoidance
School District of Santa Rosa County

ATTACHMENT TO CONSTRUCTION CONTRACT WITH _____

DATED _____ IN AGREEMENT WITH:

OWNER: Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

CONTRACTOR:

ARCHITECT: McKim & Creed, Inc.
1206 N. Palafox Street
Pensacola, Florida 32501

REFERENCING GULF BREEZE HS NEW TENNIS COURTS

ON THIS DAY, _____.

Direct Purchasing – State Sales Tax Avoidance

SPECIAL CATEGORY OF MATERIALS

The construction contract sum includes applicable state and local sales taxes for all materials purchased in connection with this contract. The Contractor will advise the Owner in writing as to the Contractor's source of the special category materials and the ordering information. *(Note, the contractor is responsible to ensure that items ordered are approved by the architect and engineers. The issuance of a purchase order by the owner does not constitute approval of submittals or products, as that is a separate process.)* The Owner will then have the option to purchase the materials directly from the supplier and issue a deductive change order, which will not have any effect upon the Contractor's mark-up. **This will apply to any construction purchase from a single vendor with a project total or cumulative project cost of \$5,000 or more. Construction purchases include the purchases of sub contractors, and their subs, as well as those of the general contractor.** Deductive change orders will be processed on a monthly basis as actual payments are made. The change order will include actual payment amounts issued to suppliers and the calculated sales tax savings.

The following list identifies potential items that the Owner may elect to purchase directly from the Contractor's suppliers. This is not an inclusive list and is listed for illustrative purposes only. All divisions should be examined for qualifying direct purchases.

- Erosion and Sediment Control materials – silt fence, inlet protection devices, etc.
- Earthwork materials – general fill, etc.
- Other items as directed by the Owner during construction

The terms of the contract between the Owner and Contractor will continue to be applicable as if the Contractor, and not the Owner, would be directly paying for the materials. The Contractor shall not assert the fact that the Owner is or will be directly paying for materials as a defense or excuse for later performance or non-performance of the contract, except only in the case of non-payment or late payment by the Owner for the materials, which delays performance of the contract. Any request of the Contractor for an extension of time to perform the contract, which is in any way due to or alleged to be due to the direct payment or non-payment or late payment for materials by the Owner, must be in writing and in all other respects in conformity with change order requests as are provided for under the contract.

Blanket purchase orders, with a “do not exceed” amount will be issued for items that are difficult to quantify, such as ready-mix concrete, blocks, brick, etc. The purchase orders may be increased as needed upon contractor request. Upon completion, the contractor will notify the Owner of that the purchase is complete and the remaining balance on the purchase order will be adjusted and credited back to the contractor.

The Contractor agrees to provide the Owner with technical assistance, statements, and all other things reasonably necessary for the Owner to make and pursue warranty claims or breach or contract claims or any other claims for defective or non-conforming materials, whether or not performance under the contract is complete.

The Contractor shall be responsible for requesting that the Owner purchase materials necessary for the work to be performed under the contract. Unless otherwise agreed to in writing, the Owner will not be responsible to initiate the purchase of any materials without appropriate purchase documents being provided to the Owner by the Contractor.

In no event shall the Owner be liable to the Contractor for any loss or damage caused by the delivery, use, storage, transportation, alteration, incorporation into the improvements, or any other condition of the materials by virtue of Owner's direct payment for the materials. Contractor and Owner agree that all risks of loss or damage concerning, in any way, the materials will be determined under the terms of the contract documents as if the Contractor and not the Owner had paid directly for the materials.

The Contractor shall notify the Owner of all materials needed and the desirable date of delivery. The Contractor shall, immediately upon delivery, inspect the materials for accuracy of the order. If the delivery is acceptable, the Contractor shall acknowledge receipt and provide the Owner with the accompanying documentation and proper invoice. The Contractor shall be responsible for storage of all materials and security, insurance, inventory records, special handling and all other responsibilities of the Contractor as provided for in the contract documents as if the Contractor has or would be paying directly for the materials.

The contractor must provide to the owner a copy of each invoice, ***signed received and approved for payment in a color other than black***, by an authorized representative of the contractor. The signed invoice is to be emailed in color PDF format or delivered in paper format in a timely manner to the Administrative Services Accountant for payment. Contact Mrs. Jennifer Northrop, Administrative Services Accountant III, at 6544 Firehouse Road, Milton, FL 32570, 850-983-5598, NorthropJ@santarosa.k12.fl.us if you have questions concerning the direct purchase process.

All contractors must have daily monitored email.

The Owner will pay for the material after delivery to the site and submission of the proper invoice to the Owner.

The Contractor will act as an agent for the Owner when identifying the source of materials to be purchased by the Owner for this construction project.

The Contractor will provide to the Owner a proposal from the supplier in accordance with the terms and conditions of this contract when submitting a supply source for the materials. The Owner will execute the purchase documents within a timely manner after receipt of all necessary data.

This procedure is an integral part of the contract and will in no way diminish the responsibility of the Contractor in establishing required data for production, storage and delivery of materials and the mode of transportation as necessary to meet his or her contract schedule. This procedure will not be a basis for any additive change order to the contract.

Failure by the general contractor to request the owner to issue purchase orders for the materials as described in this section will result in the contractor being charged for the loss of the tax savings that the Owner would have enjoyed. For example, if the plumbing fixtures totaled \$15,000, the general contractor would issue a credit to the owner of \$950 (6% state tax, plus 1% on the first \$5,000 local option tax (or whatever the current County sales tax rate may be) as penalty for failing to follow the requirements of this section.

By submitting a bid, the contractor acknowledges and agrees to this penalty.

General contractors who have not had previous successful direct purchase contracts with the owner are required to have the office staff that will be handling the direct purchase program meet with the Administrative Services Accountant at his/her office for training in the mechanics of the program.

Certificate of Entitlement

An executed copy of the following "Certificate of Entitlement" will be delivered to the contractor with each copy of the School System's Purchase order for Direct Purchase of Materials.

The Contractor will be required to retain each purchase order along with the associated "Certificate of Entitlement" for a period of one (1) year from the date of Substantial Completion."

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Santa Rosa County School District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8012622341C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number <PO NUMBER> from <VENDOR> on or after <MM/DD/YYYY> will be incorporated into or become a part of a public facility as part of a public works contract pursuant to the contract dated <MM/DD/YYYY> with <CONTRACTOR NAME> for the construction of GULF BREEZE HS NEW TENNIS COURTS.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____ Signature of Authorized Representative	_____ <u>Assistant Superintendent for Administrative Services</u> Title
_____ Joseph B. Harrell Purchaser's Name (Print or Type)	_____ Date

Federal Employer Identification Number: 59-6000845

Telephone Number: 850-983-5123

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



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Performance Bond

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☒ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

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Payment Bond

CONTRACTOR (*Name and Address*): **SURETY** (*Name and Principal Place of Business*):

OWNER (*Name and Address*):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Date*):

Amount:

Modifications to this Bond: ☒ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: _____ (*Corporate Seal*)

SURETY

Company: _____ (*Corporate Seal*)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

(*Any additional signatures appear on page 4*)

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER: _____

OWNER'S REPRESENTATIVE (*Architect, Engineer or other party*): _____

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

19

_____	{	_____	(Principal)	(Seal)
(Witness)		_____	(Title)	
_____	{	_____	(Surety)	(Seal)
(Witness)		_____	(Title)	



Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	\$
b. _____ % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$	
6. TOTAL EARNED LESS RETAINAGE	\$
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor 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.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

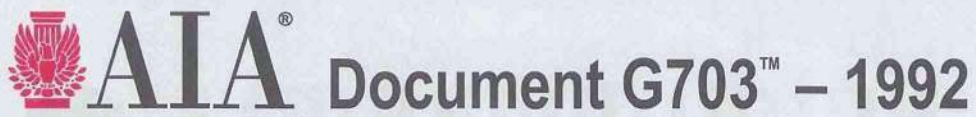
AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

[illegible]

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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SECTION 00069 – SUPPLEMENTAL CONDITIONS

1 GENERAL:

A. GENERAL CONDITIONS:

- (1) ALL REFERENCES TO “ARCHITECT” SHALL BE UNDERSTOOD TO MEAN “ENGINEER-OF-RECORD”.
- (2) THE AMERICAN INSTITUTE OF ARCHITECTS, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF BUILDINGS, STANDARD FORM #A-201, 2007 EDITION ARTICLES ONE THROUGH FIFTEEN, INCLUSIVE, ARE HEREBY MADE A PART OF THESE SPECIFICATIONS. COPIES OF THIS DOCUMENT ARE ON FILE AT THE ARCHITECT'S OFFICE, AND MAY BE EXAMINED BY ANY PARTY.

B. SUPPLEMENTS:

THE FOLLOWING SUPPLEMENTS SHALL MODIFY, DELETE, AND/OR ADD TO THE GENERAL CONDITIONS. WHERE ANY ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH IN THE GENERAL CONDITIONS IS SUPPLEMENTED BY ONE OF THE FOLLOWING PARAGRAPHS, THE PROVISIONS OF SUCH ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH SHALL REMAIN IN EFFECT AND THE SUPPLEMENTAL PROVISIONS SHALL BE CONSIDERED AS ADDED THERETO. WHERE ANY ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH IN THE GENERAL CONDITIONS IS AMENDED, VOIDED, OR SUPERSEDED BY ANY OF THE FOLLOWING PARAGRAPHS, THE PROVISIONS OF SUCH ARTICLE, PARAGRAPH, OR SUB-PARAGRAPH NOT SO AMENDED, VOIDED OR SUPERSEDED SHALL REMAIN IN EFFECT.

(1) ARTICLE 1: CONTRACT DOCUMENTS

(A) PARAGRAPH 1.1.1: ADD THE FOLLOWING TO THE FIRST SENTENCE:

"PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND."

(B) PARAGRAPH 1.2.1: ADD THE FOLLOWING:

"IF A DISCREPANCY OCCURS ON THE DRAWINGS, IN SPECIFICATIONS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, THE GREATER QUANTITY OR VALUE TAKES PRECEDENCE."

(2) ARTICLE 2: OWNER

(A) PARAGRAPH 2.2.5: DELETE IT IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

"THE ARCHITECT WILL PROVIDE THE CONTRACTOR WITH THREE (3) SETS OF DRAWINGS AND THREE (3) SETS OF SPECIFICATIONS UPON CONTRACT AWARD. IF ADDITIONAL SETS ARE REQUIRED BY THE CONTRACTOR, THEY WILL BE FURNISHED UPON REQUEST, FOR THE COST OF PRINTING AND HANDLING."

(3) ARTICLE 3: CONTRACTOR

(A) PARAGRAPH 3.11:

DELETE PORTION OF LAST SENTENCE, "UPON COMPLETION OF THE WORK," AND SUBSTITUTE "PRIOR TO OR ALONG WITH ANY PAY REQUEST REFLECTING AN EXCESS OF 90% TOTAL COMPLETED AND STORED TO DATE".

(B) PARAGRAPH 3.5: ADD THE FOLLOWING:

"EXCEPT AS OTHERWISE SPECIFIED, ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR AGAINST DEFECTS RESULTING FROM THE USE OF INFERIOR MATERIALS, EQUIPMENT OR WORKMANSHIP FOR ONE YEAR FROM THE DATE OF FINAL COMPLETION OF THE CONTRACT, OR FROM FULL OCCUPANCY OF USE OF THE PROJECT (FOR WHICH IT WAS DESIGNED) BY THE OWNER, WHICHEVER IS EARLIER. (THE ROOF WARRANTY IS FOR TWENTY (20) YEARS.)

IF WITHIN ANY GUARANTEE PERIOD, REPAIRS OR CHANGES ARE REQUIRED IN CONNECTION WITH THE GUARANTEE WORK, WHICH IN THE OPINION OF THE ARCHITECT IS RENDERED NECESSARY AS THE RESULT OF THE USE OF MATERIALS, EQUIPMENT OR WORKMANSHIP, WHICH ARE DEFECTIVE, OR INFERIOR, OR NOT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, THE CONTRACTOR, SHALL, PROMPTLY UPON RECEIPT OF NOTICE FROM THE OWNER, AND WITHOUT EXPENSE TO THE OWNER, PROCEED TO:

PLACE IN SATISFACTORY CONDITION IN EVERY PARTICULAR ALL OF SUCH GUARANTEED WORK, CORRECT ALL DEFECTS THEREIN; AND MAKE GOOD ALL DAMAGES TO THE STRUCTURE OR SITE, OR EQUIPMENT OR CONTENTS THEREOF WHICH, IN THE OPINION OF THE ARCHITECT IS THE RESULT OF THE USE OF MATERIALS, EQUIPMENT OR WORKMANSHIP WHICH ARE INFERIOR, DEFECTIVE, OR NOT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT; OR THE EQUIPMENT AND CONTENTS OR STRUCTURES OR SITE DISTURBED IN FULFILLING ANY SUCH GUARANTEE.

(4) ARTICLE 4: ARCHITECT

(A) PARAGRAPH 4.2.2: ADD THE FOLLOWING:

"ARCHITECT'S OBSERVATION OF WORK WILL CONSIST OF GENERAL ADMINISTRATION OF THE CONTRACT (NOT OF THE WORK). FIELD OBSERVATION WILL BE LIMITED TO MAKING OF GENERAL OBSERVATIONS ONLY AS NECESSARY TO DETERMINE THAT WORK IS PROCEEDING IN ACCORDANCE WITH CONTRACT DOCUMENTS, TO THE END THAT COMPLETED WORK WILL COMPLY THEREWITH. OWNER AND ARCHITECT WILL ASSUME NO OBLIGATION TOWARD SAFEGUARDING CONTRACTOR FROM ERROR; THEY WILL NOT ASSUME RESPONSIBILITY FOR MANNER OR METHODS BY WHICH WORK IS CARRIED OUT, OR FOR SAFETY ASPECTS OF SAME."

(5) ARTICLE 7: CHANGES IN THE WORK

(A) PARAGRAPH 7.1.1: ADD THE FOLLOWING:

"MAXIMUM PERCENTAGES OF OVERHEAD AND PROFIT WHICH MAY BE ADDED BY THE CONTRACTOR TO ACTUAL COSTS OF SUCH CHANGES IN THE WORK ARE SPECIFICALLY SET FORTH AS FOLLOWS:

FOR ALL WORK DONE BY THIS ORGANIZATION, OR SUBSIDIARIES OF HIS OWN ORGANIZATIONS, INCLUDING WORK TRADITIONALLY CONSIDERED AS SUB-CONTRACTOR WORK, THE CONTRACTOR MAY ADD 15% OF HIS ACTUAL COSTS FOR COMBINED OVERHEAD AND PROFIT.

FOR ALL WORK DONE BY HIS SUB-CONTRACTORS THE RESPECTIVE SUB-CONTRACTORS MAY ADD 10% OF THEIR ACTUAL COSTS FOR COMBINED OVERHEAD AND PROFIT, AND THE GENERAL CONTRACTOR MAY ADD 5% OF THE ABOVE SUB-CONTRACTOR'S COSTS FOR HIS OVERHEAD AND PROFIT.

A BOND COST OF 1% OF THE TOTAL AMOUNT OF THE ADDED COSTS WILL BE ALLOWED THE CONTRACTOR AS A LEGITIMATE ITEM OF COST, AND 1% OF ALL CREDIT AMOUNTS SHALL BE ADDED TO THE TOTAL CREDIT ALLOWED THE OWNER. NO BOND COST SHALL BE ALLOWED FOR SUB-CONTRACTOR'S BOND COST.

THE ABOVE PERCENTAGES SHALL BE CONSIDERED REASONABLE ALLOWANCE FOR OVERHEAD AND PROFIT DUE TO THE CONTRACTOR.

THE CONTRACTOR SHALL SUBMIT RECEIPTS OR OTHER EVIDENCE SHOWING HIS COSTS AND HIS RIGHT TO THE PAYMENT CLAIMS.

LABOR COSTS SHALL INCLUDE SUPERVISION, MECHANIC'S AND LABORER'S WAGES INCLUDING PAYROLL TAXES AND INSURANCE. LABOR COSTS FOR CHANGE ORDER PREPARATION WILL NOT BE ALLOWED

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MATERIAL, EQUIPMENT AND EQUIPMENT RENTAL COSTS SHALL BE THE TRADE DISCOUNTS COSTS PLUS STATE SALES TAX WHERE APPLICABLE."

NO MONITARY COMPENSATION WILL BE ALLOWED THE CONTRACTOR DUE TO DELAYS FOR SUSPENSION OF WORK REQUIRED FOR FCAT TESTING.

(6) ARTICLE 8: TIME

- (A) DELETE PARAGRAPHS 8.3 "DELAYS AND EXTENSIONS OF TIME" AND SUBSEQUENT PARAGRAPHS 8.3.1, 8.3.2 AND 8.3.3 IN THEIR ENTIRETY. EXTENSIONS OF TIME FOR ANY REASON WILL NOT BE ALLOWED.

(7) ARTICLE 9: PAYMENTS AND COMPLETION

- (A) PARAGRAPH 9.3.1.: ADD THE FOLLOWING:

"APPLICATIONS FOR PAYMENT SHALL BE SUBMITTED IN TRIPPLICATE BY THE CONTRACTOR ON THE TWENTY-FIFTH DAY OF EACH MONTH UTILIZING AIA DOCUMENT G702-1992 AND G703-1992 (APPLICATION AND CERTIFICATE FOR PAYMENT) ATTACHED HERETO. COMPUTER GENERATED APPLICATIONS FOR PAYMENT WILL BE ACCEPTED UPON APPROVAL OF FORM BY OWNER AND SHOULD CONTAIN ALL APPLICABLE INFORMATION CONTAINED IN AIA DOCUMENTS G702-1992 AND G703-1992."

"EACH APPLICATION FOR PAYMENT FOLLOWING APPLICATION #1 SHALL INCLUDE AN EXECUTED AIA DOCUMENT G706A-1994 CONTRACTORS AFFIDAVIT OF RELEASE OF LIENS OR AN APPROVED EQUAL."

"THE CONTRACTOR SHALL SUBMIT WITH THE INITIAL APPLICATION FOR PAYMENT, A PROGRESS SCHEDULE FOR THE ENTIRE PROJECT WITH THE CRITICAL PATH INDICATED AND CHARTED AGAINST THE PROJECT DURATION. EACH SUBSEQUENT APPLICATION FOR PAYMENT SHALL INCLUDE AN UPDATED PROGRESS SCHEDULE. IN THE EVENT THAT THE PROGRESS SCHEDULE INDICATES THAT THE PROJECT IS BEHIND SCHEDULE, A LETTER CONTAINING SPECIFIC STEPS THAT WILL BE TAKEN TO BRING THE PROJECT BACK ON SCHEDULE SHALL BE SUBMITTED ALONG WITH THE PAY REQUEST."

"AN AMOUNT EQUAL TO **5%** OF ALL LABOR AND MATERIAL INCORPORATED IN THE WORK SHALL BE RETAINED. RETAINAGE SHALL NOT BE PAID UNTIL SATISFACTORY COMPLETION OF THE PROJECT."

- (B) PARAGRAPH 9.3.2.: DELETE ALL REFERENCES TO PAYMENT FOR MATERIALS STORED OFF SITE AND ADD THE FOLLOWING:

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"PAYMENT SHALL BE MADE FOR MATERIALS IN PLACE OR IN STORAGE ON SITE ONLY."

(C) PARAGRAPH 9.2: ADD THE FOLLOWING:

"EACH APPLICATION FOR PAYMENT SUBMITTED BY CONTRACTOR FOR PARTIAL PAYMENT SHALL BE BASED ON APPROVED DIVISIONS OF THE CONTRACT. SUBMIT TO ARCHITECT FOR APPROVAL PRIOR TO INITIAL PAY APPLICATION"

"THE FINAL APPLICATION FOR PAYMENT SHALL BE ACCOMPANIED BY AFFIDAVITS AND RELEASES OF LIEN FROM THE GENERAL CONTRACTOR, SUB-CONTRACTORS, AND SUPPLIERS FOR PAYMENT OF THAT PORTION OF WORK REQUESTED."

(D) PARAGRAPH 9.5.1: "ADD ITEM .8 AND .8(a)"

.8 FAILURE TO MAINTAIN AND DELIVER AS BUILT DRAWINGS IN ACCORDANCE WITH THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION; PARAGRAPH 3.11.

(a) DRAWINGS WILL BE REVIEWED MONTHLY UPON RECEIPT OF EACH OF THE CONTRACTOR'S APPLICATION FOR PAYMENT. FAILURE TO MAINTAIN THESE DRAWINGS WILL BE CAUSE FOR REJECTION OF THE CONTRACTOR'S APPLICATION.

THE SCHOOL SYSTEM HAS MADE IT CLEAR THAT THEY ARE TO BE PROVIDED WITH ACCURATE AS BUILT DRAWINGS UPON COMPLETION OF THE PROJECT. IN ORDER TO FACILITATE THIS REQUEST, THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN ON SITE, ONE SET OF ACCURATE AND UP TO DATE AS BUILT DRAWINGS. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL TRANSCRIBE TO A NEW SET OF DRAWINGS, ALL CHANGES THAT HAVE TRANSPIRED DURING THE CONSTRUCTION PERIOD. THESE TRANSCRIPTIONS SHALL BE MADE IN RED INK AND DONE IN A PROFESSIONAL MANNER ACCEPTABLE TO THE ARCHITECT. AFTER SUBMISSION TO AND APPROVAL BY THE ARCHITECT, THE CONTRACTOR SHALL HAVE THESE APPROVED DRAWINGS RED LINE SCANNED INTO A PDF FORMAT. THESE DRAWINGS AND ONE CD SHALL THEN BE SUBMITTED TO THE ARCHITECT FOR TRANSMISSION TO THE OWNER.

(E) PARAGRAPH 9.5.1: "ADD ITEM .9"

.9 "REQUESTING PAYMENT AND OR PARTIAL PAYMENT FOR WORK PRIOR TO SUBMISSION OF SHOP DRAWINGS.

(8) ARTICLE 11: INSURANCE AND BONDS

- (A) PARAGRAPH 11.4.1: IN THE FIRST LINE, FOLLOWING THE WORD "BONDS", INSERT THE FOLLOWING:

"IN A COMPANY OR COMPANIES WITH A CLASS "A" OR BETTER RATING, ACCEPTABLE TO THE OWNER AND LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED"

- (B) PARAGRAPH 11.4.1: ADD THE FOLLOWING:

"THESE BONDS SHALL BE EXECUTED ON BEHALF OF THE CONTRACTOR IN THE SAME MANNER AND BY THE SAME PERSON WHO EXECUTED THE AGREEMENT."

"THE OWNER WILL REQUIRE THE CONTRACTOR TO FURNISH BOTH A PERFORMANCE BOND AND A LABOR AND MATERIAL PAYMENT BOND (TWO SEPARATE BONDS) IN THE AMOUNT OF NOT LESS THAN 100% OF THE CONTRACT PRICE FOR EACH TYPE OF BOND, COVERING FAITHFUL PERFORMANCE OF THE CONTRACT AND THE PAYMENT OF ALL OBLIGATIONS ARISING THEREUNDER IN SUCH FORMS AS THE OWNER MAY PRESCRIBE AND WITH SUCH SECURITIES AS HE MAY APPROVE. THE PREMIUMS FOR THE REQUIRED BONDS SHALL BE PAID BY THE CONTRACTOR. THE PERFORMANCE AND PAYMENT BOND SHALL FOLLOW THE GENERAL FORM AND INCLUDE COVERAGES AS DESCRIBED IN FLORIDA STATUTE 235.32.

- (C) PARAGRAPH 11.1.2.: ADD THE FOLLOWING:

"THE OWNER SHALL BE EXEMPT FROM, AND IN NO WAY LIABLE FOR, ANY SUMS OF MONEY WHICH MAY REPRESENT A DEDUCTIBLE IN ANY INSURANCE POLICY. THE PAYMENT OF SUCH DEDUCTIBLE SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR SUB-CONTRACTOR PROVIDING SUCH INSURANCE."

(C) CONTRACTORS INSURANCE: ARTICLE 11, "INSURANCE" OF THE GENERAL CONDITIONS SHALL BE AMENDED AND SUPPLEMENTED AS FOLLOWS:

(1) CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE HAS OBTAINED ALL INSURANCE REQUIRED UNDER THIS PARAGRAPH, CERTIFICATES OF INSURANCE HAVE BEEN SUBMITTED, AND SUCH INSURANCE HAS BEEN APPROVED BY THE OWNER, NOR SHALL THE CONTRACTOR ALLOW ANY SUB-CONTRACTOR TO COMMENCE WORK ON HIS SUB-CONTRACT UNTIL ALL SIMILAR INSURANCE REQUIRED OF THE SUB-CONTRACTOR HAS BEEN SO OBTAINED AND APPROVED. THE SUCCESSFUL CONTRACTOR SHALL BE PREPARED AT THE TIME OF CONTRACT AWARD TO PROVIDE THE BOARD WITH AN INSURANCE POLICY NUMBER. FAILURE ON THE PART OF THE CONTRACTOR TO PROVIDE THIS POLICY

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WITHIN 10 WORKING DAYS OF AWARD OF CONTRACT
COULD RESULT IN THE WITHDRAWAL BY THE OWNER OF
THE AWARD OF THE BID."

(2) COMPENSATION INSURANCE:

CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING
THE LIFE OF THIS CONTRACT, WORKER'S COMPENSATION
INSURANCE FOR ALL OF HIS EMPLOYEES, EMPLOYED AT
THE SITE OF THE PROJECT. WORKER'S COMPENSATION
POLICY SHALL INCLUDE EMPLOYER'S LIABILITY IN THE
AMOUNT OF AT LEAST \$1,000,000.00. IN CASE ANY WORK IS
SUBLET, CONTRACTOR SHALL REQUIRE SUB-CONTRACTOR
SIMILARLY TO PROVIDE WORKER'S COMPENSATION
INSURANCE FOR ALL THE LATTER'S EMPLOYEES UNLESS
SUCH EMPLOYEES ARE COVERED BY THE PROTECTION
AFFORDED BY THE CONTRACTOR. IN CASE ANY CLASS OF
EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THIS
CONTRACT AT THE SITE OF THE PROJECT IS NOT PROTECTED
UNDER THE WORKER'S COMPENSATION STATUTE, THE
CONTRACTOR SHALL PROVIDE AND SHALL CAUSE EACH
SUB-CONTRACTOR TO PROVIDE ADEQUATE INSURANCE,
SATISFACTORY TO OWNER, FOR THE PROTECTION OF HIS
EMPLOYEES NOT OTHERWISE PROTECTED. POLICY SHALL
BE IN COMPLIANCE WITH CHAPTER 440, FLORIDA STATUTES.

(3) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:
CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING
THE LIFE OF THIS CONTRACT, PUBLIC LIABILITY INSURANCE
AGAINST BODILY INJURY, PERSONAL INJURY, PROPERTY
DAMAGE, AND AUTOMOBILE AS SHALL PROTECT
OWNER/ARCHITECT FROM CLAIMS FOR DAMAGES WHICH
MAY ARISE FROM OPERATIONS UNDER THIS CONTRACT,
WHETHER SUCH OPERATIONS BE BY HIMSELF OR BY AN
SUB-CONTRACTOR OR BY ANYONE DIRECTLY OR
INDIRECTLY EMPLOYED BY EITHER OF THEM.
CONTRACTORS LIABILITY INSURANCE SHALL INCLUDE
COMMERCIAL GENERAL LIABILITY. LIMITS OF LIABILITY
SHALL BE AT LEAST \$1,000,000.00 PER OCCURRENCE,
\$2,000,000.00 GENERAL AGGREGATE, \$1,000,000.00 PRODUCTS
AND COMPLETED OPERATIONS, AGGREGATE, \$2,000,000.00,
\$1,000,000.00 PERSONAL INJURY, \$50,000 FIRE LEGAL
LIABILITY, AND \$5,000 MEDICAL PAYMENTS.

(4) CONTRACTUAL LIABILITY AND PROPERTY DAMAGE
INSURANCE: CONTRACTOR SHALL INDEMNIFY AND HOLD
HARMLESS THE OWNER AGAINST ANY AND ALL CLAIMS
FOR PERSONAL INJURIES AND/OR PROPERTY DAMAGE AS A
RESULT OF THE CONTRACTOR'S OPERATIONS AND SHALL
CARRY CONTRACTUAL LIABILITY AND PROPERTY DAMAGE
INSURANCE TO COVER SUCH INDEMNIFI- CATION. THE
INDEMNIFICA- TION OBLIGATION 4.18 SHALL BE LIMITED TO
\$1,000,000.00 PER CLAIMANT / \$2,000,000.00 AGGREGATE IN

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LIEU OF UNLIMITED AMOUNT AS SPECIFIED IN PARAGRAPH 4.18.2 OF THE AIA GENERAL CONDITIONS.

- (5) PRODUCTS AND COMPLETED OPERATIONS INSURANCE: CONTRACTOR SHALL FURNISH PRODUCTS AND COMPLETED OPERATIONS INSURANCE. THE LIMITS OF PRODUCTS AND COMPLETE OPERATIONS SHALL AGREE WITH THE LIMITS STATED ABOVE FOR CONTRACTOR'S REGULAR COMMERCIAL GENERAL LIABILITY.
 - (6) OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE: CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING THE LIFE OF THIS CONTRACT OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE IN THE NAME OF THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA AND THE AMOUNT OF INSURANCE SHALL BE IN LIMITS OF NOT LESS THAN \$1,000,000.00 PER OCCURRENCE.
 - (7) ADDITIONAL INSURED CLAUSE: THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA SHALL BE NAMED AS ADDITIONAL INSURED ON ALL CONTRACTOR' LIABILITY POLICIES.
 - (8) BUILDER'S RISK INSURANCE: THE CONTRACTOR WILL NOT BE REQUIRED TO FURNISH BUILDER'S RISK INSURANCE. THE SCHOOL BOARD OF SANTA ROSA COUNTY WILL FURNISHES BUILDERS RISK INSURANCE.
 - (9) AUTOMOBILE LIABILITY INSURANCE: THE CONTRACTOR SHALL MAINTAIN AUTOMOBILE LIABILITY INSURANCE AGAINST BODILY INJURY AND PROPERTY DAMAGE IN THE AMOUNT OF \$1,000,000 PER OCCURRENCE. THE BOARD SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE AUTOMOBILE POLICY. THIS COVERAGE MUST INCLUDE HIRED AND NON-OWNED AUTOS USED ON THE PROJECT.
- (D) PARAGRAPH 11.1.3: ADD THE FOLLOWING:

"CERTIFICATES OF INSURANCE SHALL BE COMPLETED AND SIGNED BY THE AUTHORIZED RESIDENT AGENT, AND RETURNED TO THE ARCHITECT. THIS CERTIFICATE SHALL BE DATED AND SHOW: THE NAME OF THE INSURED CONTRACTOR, THE SPECIFIC JOB BY NAME AND JOB NUMBER, THE NAME OF THE INSURER, THE NUMBER OF THE POLICY, ITS EFFECTIVE DATE, AND ITS TERMINATION DATE. THE CERTIFICATE OF INSURANCE SHALL SPECIFICALLY NAME THE OWNER AS AN ADDITIONAL INSURED.

STATEMENT THAT THE INSURER WILL MAIL NOTICE TO THE OWNER AND A COPY TO THE ARCHITECT AT LEAST THIRTY (30) DAYS PRIOR TO ANY MATERIAL CHANGES IN PROVISIONS OR CANCELLATION OF THE POLICY.

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CERTIFICATES CALLED FOR HEREIN SHALL BE FURNISHED IN DUPLICATE AND SHALL SPECIFICALLY SET FORTH EVIDENCE OF ALL COVERAGE REQUIRED BY 11.1.1, 11.1.2, AND 11.1.3, AND THE CONTRACTOR SHALL FURNISH TO THE ARCHITECT COPIES OF ALL ENDORSEMENT THAT ARE SUBSEQUENTLY ISSUED AMENDING COVERAGE OR LIMITS.

CONTRACTOR SHALL NOT COMMENCE WORK ON SITE UNTIL CERTIFICATE OF COVERAGE HAS BEEN RECEIVED AND ACCEPTED BY OWNER."

(9) ARTICLE 13: MISCELLANEOUS PROVISIONS

(A) PARAGRAPH 13.1: ADD THE FOLLOWING:

"THE BIDDER IS REQUIRED TO BE FAMILIAR WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT IN ANY MANNER AFFECT THE WORK.

IGNORANCE ON THE PART OF THE BIDDER WILL IN NO WAY RELIEVE HIM FROM RESPONSIBILITY."

2. STANDARDS AND CODES:

- A. CONTRACTOR SHALL PROVIDE ON PROJECT SITE, FOR USE BY THE ARCHITECT, A COPY OF EACH SPECIFICATION, MANUAL, STANDARD, AND CODE TO WHICH REFERENCE IS MADE IN THIS SPECIFICATION. MATERIAL SHALL BE BOUND IN HARD BINDER AND INDEXED.
- B. WHERE REFERENCE IS MADE TO THE STANDARD SPECIFICATIONS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (A.S.T.M.) UNITED STATES GOVERNMENT FEDERAL SPECIFICATIONS, OR TO OTHER MANUFACTURER'S ORGANIZATIONS, OR TRADES, IN CONNECTION WITH THE REQUIRED QUALITY OF MATERIALS, METHODS, ETC., THEN THE APPLICABLE SPECIFICATIONS SHALL BE THE LATEST REVISED EDITION UNLESS OTHERWISE SPECIFICALLY STATED.
- C. ALL WORK WILL BE IN COMPLIANCE WITH THE FLORIDA BUILDING, PLUMBING, MECHANICAL AND ENERGY CODES, FIFTH ADDITION, 2014, OR LATER IF ENACTED AND SHALL PASS OCCUPANCY INSPECTION BEFORE FINAL PAYMENT IS DUE. THE BUILDING SHALL NOT BE OCCUPIED UNTIL AN OCCUPANCY CERTIFICATE HAS BEEN ISSUED. THE CONTRACTOR OR HIS REPRESENTATIVE AND ALL NECESSARY SUB-CONTRACTORS OF THEIR REPRESENTATIVE SHALL BE PRESENT AT TIME OF INSPECTION.

3. ORDERING OF MATERIALS:

- A. CONTRACTOR AND EACH SUB-CONTRACTOR SHALL PARTICIPATE IN THE SCHOOL DISTRICT'S "DIRECT PURCHASING PROGRAM". SEE SPECIFICATION SECTION 00065 FOR INFORMATION.

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- B. CONTRACTOR AND EACH SUB-CONTRACTOR SHALL PLACE ORDERS FOR MATERIALS AND EQUIPMENT TO BE EMPLOYED IN WORK AS SOON AS POSSIBLE AFTER AWARDS OF CONTRACT.
 - C. CONTRACTOR SHALL KEEP OWNER AND ARCHITECT INFORMED AS AVAILABILITY OF SPECIAL MATERIALS AND EQUIPMENT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AVAILABILITY OF EQUIPMENT AND MATERIAL TO BE FURNISHED TO SUB-CONTRACTORS AND SHALL TAKE IMMEDIATE CORRECTIVE ACTION TO INSURE THE TIMELY COMPLETION OF THE CONTRACT UPON INDICATION THAT A DELIVERY PROBLEM EXISTS, REGARDLESS OF THE NATURE OF DELAY.
4. LAYOUT WORK:
- A. EACH CONTRACTOR AND SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE LAYOUT OF HIS WORK AND SHALL CORRECT ANY INACCURACIES AS DIRECTED BY THE ARCHITECT.
 - B. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COORDINATE THEIR WORK WITH THE WORK OF OTHER TRADES AFFECTING THEIR WORK IN SUFFICIENT TIME THAT NO CONFLICT OCCURS BETWEEN THE TRADES AT ANY GIVEN TIME THROUGHOUT THE PROGRESS OF THE WORK. WORK REQUIRING MODIFICATION DUE TO THE LACK OF COORDINATION SHALL BE REMOVED AND REPLACED CORRECTLY AT THE CONTRACTOR'S EXPENSE, INCLUDING THE WORK OF OTHERS THAT MAY BE NECESSARY TO REMOVE IN ORDER TO CORRECT SUCH FAULTS.
5. PROTECTION OF MATERIALS AND PROPERTY:
- A. MATERIALS DELIVERED TO THE JOB IN FINISHED CONDITION, INSTALLED IN FINISHED CONDITION, OR INSTALLED AND FINISHED BEFORE COMPLETION OF WORK, SHALL BE PROTECTED FROM DAMAGE UNTIL ACCEPTANCE OF PROJECT. MATERIALS DAMAGED BEFORE OR AFTER INSTALLATION, SHALL BE REPLACED WITH NEW MATERIALS. METHOD OF STORAGE AND LOCATION OF ANY SHEDS IS SUBJECT TO ARCHITECT'S APPROVAL.
 - B. THE CONTRACTOR AND SUB-CONTRACTOR SHALL PROTECT WORK INSTALLED BY OTHERS DURING PERFORMANCE OF THEIR WORK. SHOULD INSTALLED WORK BE DAMAGED, IT SHALL PLACE UPON HIM RESPONSIBILITY FOR REPLACING HIS WORK AND WORK OF OTHERS THAT IT MAY BE NECESSARY TO REMOVE IN ORDER TO CORRECT SUCH FAULTS.
 - C. THEFT FROM THE CONSTRUCTION SITE IS THE RESPONSIBILITY OF CONTRACTOR AND HIS SUB-CONTRACTORS REGARDLESS OF HOW PROPERTY IS PROTECTED.
 - D. ALL PROPERTY PROTECTION AS MAY BE REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS.
 - E. THE OWNER RESERVES THE RIGHT TO PROVIDE CERTAIN FORCES FOR PROPERTY PROTECTION.
 - F. CONTRACTOR SHALL KEEP INTERIOR OF BUILDING FREE OF STORED OR UNATTENDED COMBUSTIBLE MATERIAL.

6. NO WAIVER BY OWNER:

FAILURE OF OWNER IN ONE OR MORE INSTANCES TO INSIST UPON STRICT PERFORMANCE OF TERMS OF THIS CONTRACT OR TO EXERCISE OPTION HEREIN CONFERRED, SHALL NOT BE CONSTRUED AS A WAIVER OR RELINQUISHMENT TO ANY EXTENT OF RIGHT TO ASSERT OR RELY UPON SUCH TERMS OR OPTIONS ON FUTURE OCCASIONS.

7. SUSPENSION OF WORK:

IF WHOLE OR PART OF WORK IS SUSPENDED, CONTRACTOR SHALL COVER, SECURE AND PROTECT ALL PARTS OF THIS WORK THAT MIGHT BE INJURED FROM ANY CAUSE.

8. TERMINATION OF EMPLOYEES:

THE ARCHITECT SHALL HAVE AUTHORITY TO CAUSE THE TERMINATION AND HIS OR HER IMMEDIATE REMOVAL FROM THE PROJECT, ANY EMPLOYEE OF THIS CONTRACT WHO SHALL BE FOUND INCOMPETENT OR DETRIMENTAL TO THE BEST INTEREST OF THE WORK.

9. DIVISION OF WORK:

DIVISION OF WORK UNDER TITLES AND SUBTITLES IS FOR CONVENIENCE ONLY AND NO RESPONSIBILITY IS ASSUMED BY ARCHITECT FOR OMISSIONS OR DUPLICATION CAUSED BY ARRANGEMENT OF MATTER IN CONTRACT DOCUMENTS.

10. INSPECTIONS - PRIOR TO FINAL PAYMENT

A. PRE-FINAL INSPECTION - CONDUCTED BY THE ARCHITECT, HIS CONSULTANTS, SANTA ROSA CO. SCHOOLS PERSONAL AND THE CONTRACTOR AND HIS SUB-CONTRACTORS. THE CONTRACTOR WILL BE ALLOWED ONE WEEK TO COMPLETE THIS LIST AND TURN OVER ALL PROJECT CLOSE OUT DOCUMENTS.

B. FINAL INSPECTION - CONDUCTED BY THE ARCHITECT, HIS CONSULTANTS, THE CONTRACTOR AND HIS SUB-CONTRACTOR. IF THE ITEMS OUTLINED ON THE PRE-FINAL INSPECTION ARE COMPLETE AND PROJECT CLOSE OUT DOCUMENTS ARE TURNED IN, FINAL PAYMENT MAY BE REQUESTED.

11. YEAR-END INSPECTION:

SHALL BE CONDUCTED JOINTLY BY ARCHITECT, OWNER, AND CONTRACTOR APPROXIMATELY ONE (1) YEAR AFTER COMPLETION AND UPON NOTIFICATION BY CONTRACTOR. ALL DEFECTS OF MATERIAL AND WORKMANSHIP NOTED AT THAT TIME SHALL BE CORRECTED. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO IMPLY THAT GUARANTEES APPLY TO WORK WHICH HAS BEEN ABUSED OR NEGLECTED BY OWNER.

12. EQUAL OPPORTUNITY:

A. CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN. CONTRACTOR SHALL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED, DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.

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- B. CONTRACTOR SHALL COMPLY WITH ALL STATUTES CONCERNING EQUAL EMPLOYMENT OPPORTUNITY AS APPLICABLE.

13. WAGE RATES:

THERE WILL BE NO WAGE RATE REQUIREMENTS FOR THIS PROJECT.

14. MAINTENANCE MANUAL:

- A. THE CONTRACTOR, AT THE TIME OF SUBSTANTIAL COMPLETION, SHALL DELIVER TO THE OWNER ONE (1) HARD COPY AND ONE (1) ELECTRONIC COPY OF EACH MANUAL ASSEMBLED AND BOUND IN HARD COVER, THREE-RING BINDERS CONSISTING OF THE FOLLOWING MATERIALS FROM SUB-CONTRACTORS FOR WHICH THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTING, IDENTIFYING, INDEXING, AND COLLATING:

- (1) RELEASES OF LIEN COVERING ALL LABOR AND MATERIALS, GENERAL WARRANTY AND SUB-CONTRACTORS WARRANTIES AND, FOR THE OWNER'S GUIDANCE, FULL DETAILS FOR CARE AND MAINTENANCE OF VISIBLE SURFACES AND EQUIPMENT INCLUDED IN CONTRACT.
- (2) COMPLETE EQUIPMENT AND MECHANICAL SYSTEM DIAGRAMS OPERATING INSTRUCTIONS SPECIFICALLY COVERING THE SYSTEMS AS INSTALLED FOR THIS PARTICULAR PROJECT. THE OPERATING INSTRUCTIONS SHALL INCLUDE MAINTENANCE, MANUALS, PARTS LISTS, WIRING DIAGRAMS COMPLETE WITH SEQUENCE OF OPERATION, TEST AND BALANCE REPORTS, INSPECTION REPORTS, GUARANTEES AND WARRANTIES, AS APPLICABLE, FOR EACH AND EVERY PIECE OF EQUIPMENT INCLUDING MOTORS FURNISHED UNDER THIS CONTRACT, AND OTHER INFORMATION THAT WILL BE USEFUL TO THE OWNER IN OVERALL OPERATION AND MAINTENANCE.
- (3) SPECIFIC INFORMATION REGARDING MANUFACTURER'S NAME AND ADDRESS, NEAREST DISTRIBUTOR AND SERVICE REPRESENTATIVE'S NAME, ADDRESS, OFFICE AND HOME PHONE NUMBERS, MAKE AND MODEL NUMBERS, OPERATING DESIGN AND CHARACTERISTICS, ETC., WILL BE REQUIRED. ALL INFORMATION SUBMITTED SHALL BE UPDATED TO REFLECT EXISTING CONDITIONS.
- (4) WHERE CONTENTS OF MANUAL INCLUDES MANUFACTURER'S CATALOG PAGES, CLEARLY INDICATE THE PRECISE ITEMS INCLUDED IN THIS INSTALLATION AND DELETE OR OTHERWISE CLEARLY INDICATE ALL MANUFACTURER'S DATA WITH WHICH THIS INSTALLATION IS NOT CONCERNED.

- B. ALL MATERIAL IN MANUAL SHALL BE OF EQUAL SIZE AND TABBED TO PROVIDE A PROFESSIONAL PRESENTATION ACCEPTABLE TO THE ARCHITECT.

15. ARBITRATION:

NOTWITHSTANDING ANY PROVISION CONTAINED IN THE CONTRACT DOCUMENTS OR ELSEWHERE, NEITHER PARTY TO THIS CONTRACT SHALL BE REQUIRED TO SUBMIT TO LITIGATION ANY CLAIM, DISPUTE OR OTHER MATTER ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS, THE CONTRACT, OR THE PERFORMANCE THEREOF.

16. CLAIMS:

NOTWITHSTANDING ANY PROVISION CONTAINED IN THE CONTRACT DOCUMENTS OR ELSEWHERE, THE OWNER SHALL NOT BE REQUIRED TO MAKE ANY PAYMENT TO THE CONTRACTOR ON ACCOUNT OF DAMAGES FOR DELAY, IMPACT CLAIMS OR SIMILAR CLAIMS ARISING OUT OF ANY CHANGE IN THE WORK (AS THAT TERM IS USED IN ARTICLE 12 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION) EXCEPT AS MAY BE MUTUALLY AGREED TO IN WRITING BY THE OWNER AND THE CONTRACTOR PRIOR TO COMMENCEMENT OF THE WORK CALLED FOR BY THE CHANGE, AND SUPPORTED BY COST DATA, FURNISHED BY THE CONTRACTOR, IN SUFFICIENT DETAIL TO ENABLE THE ARCHITECT TO CONFIRM THE ACCURACY OF SAME.

17. STATE OF FLORIDA TOXIC SUBSTANCE ACT:

(WORKER'S RIGHT TO KNOW LAW), CHAPTER 442, FLORIDA STATUTES CONTRACTORS SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE FLORIDA TOXIC SUBSTANCE ACT, AS AMENDED (THE "ACT"), SPECIFICALLY, BUT NOT LIMITED SUBSTANCE IN CONSTRUCTION, REPAIR, OR MAINTENANCE OF PUBLIC SCHOOL FACILITIES.

- A. ALL TOXIC SUBSTANCE ENUMERATED IN THE FLORIDA SUBSTANCE LIST ESTABLISHED PURSUANT TO S. 442.103, FLORIDA STATUTES, THAT ARE TO BE USED IN THE CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES ARE RESTRICTED TO USAGE ACCORDING TO THE FOLLOWING PROVISION:

BEFORE ANY SUCH SUBSTANCE MAY BE USED, THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT, THE DIRECTOR OF MAINTENANCE AND THE ARCHITECT/ENGINEER IN WRITING AT LEAST TEN (10) WORKING DAYS PRIOR TO USING THE SUBSTANCE. THE NOTIFICATION SHALL CONTAIN:

- (1) THE NAME OF THE SUBSTANCE TO BE USED.
- (2) WHERE THE SUBSTANCE IS TO BE USED.
- (3) WHEN THE SUBSTANCE IS TO BE USED.

THERE SHALL BE ATTACHED TO THE NOTIFICATION A COPY OF A MATERIAL SAFETY DATA SHEET AS DEFINED IN S. 442.102, FLORIDA STATUTES, FOR EACH SUCH SUBSTANCE.

- B. THE CONTRACTOR SHALL COMPLY WITH, THE SAFETY PRECAUTIONS AND HANDLING INSTRUCTIONS SET FORTH IN THE MATERIAL SAFETY DATA SHEET FOR EACH SUBSTANCE USED BY THE CONTRACTOR SO THAT USAGE OF THE SUBSTANCE POSES NO THREAT TO THE HEALTH AND SAFETY OF STUDENTS, SCHOOL PERSONNEL, AND THE GENERAL PUBLIC.

18. HAZARDOUS MATERIALS:

CONTRACTORS BRINGING HAZARDOUS MATERIALS INTO A PUBLIC-SCHOOL WORKPLACE MUST SUPPLY THE SITE ADMINISTRATOR AND DIRECTOR OF MAINTENANCE WITH A MATERIAL SAFETY DATA SHEET (MSDS) ON EACH SUBSTANCE BROUGHT INTO THE SITE.

19. WOOD PRODUCTS:

USE OF FLORIDA FOREST PRODUCTS SHOULD BE USED WHERE AVAILABLE IN ACCORDANCE WITH 255.20 F.S.

20. PROOF OF LICENSING:

A. GENERAL CONTRACTORS AND SUB-CONTRACTORS:
ALL CONSTRUCTION ON BOARD-OWNED PROPERTY INCLUDING VOLUNTEER OR SERVICE ORGANIZATION PROJECTS, SHALL BE PERFORMED BY STATE-CERTIFIED OR LICENSED GENERAL CONTRACTORS AND SUB-CONTRACTORS, OR LOCALLY REGISTERED SUB-CONTRACTORS WHERE APPLICABLE, AS REQUIRED BY CHAPTER 489, F.S. LOCALLY REGISTERED SUB-CONTRACTORS MAY ONLY PROVIDE SERVICES TO BOARDS IN MUNICIPALITIES OR COUNTIES WHERE THEIR REGISTRATION IS VALID. WHERE MANDATED BY LOCAL ORDINANCE, AN OCCUPATIONAL LICENSE MAY ALSO BE REQUIRED.

B. PROOF OF LICENSING WILL BE REQUIRED OF, BUT NOT LIMITED TO THE FOLLOWING CATAGORIES OF CONTRACTORS:

GENERAL
BUILDING
RESIDENTIAL
ROOFING
AIR CONDITIONING AA
AIR CONDITIONING AB
MECHANICAL
PLUMBING
ELECTRICAL
SHEETMETAL
COMMERCIAL POOLS / SPA
RESIDENTIAL POOLS / SPA
POOL / SPA SERVICING
UNDERGROUND UTILITY
DRYWALL
SOLAR ENERGY
SPECIALTY STRUCTURE
PRECISION TANK TESTER
TANK LINING APPLICATOR

C. COPIES OF ALL LICENSES WILL BE COMPILED BY THE GENERAL CONTRACTOR AND TRANSMITTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.

21. RELATION OF DIVISION 1 TO ALL OTHER DIVISIONS:

DIVISION 1 IS A PART OF ALL OTHER DIVISIONS AND SECTIONS AS IF REPEATED IN FULL IN EACH INSTANCE.

END OF SECTION

SECTION 00073 – TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

PART 1 – GENERAL

1. REFERENCES

- A. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – A201-1997

2. DESCRIPTION

- A. THIS SECTION SPECIFIES THE PROCEDURE FOR DETERMINATION OF NON-COMPENSABLE TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. IN ORDER FOR THE DISTRICT TO CONSIDER A TIME EXTENSION UNDER THIS SECTION, THE FOLLOWING CONDITIONS MUST BE SATISFIED:

1. THE WEATHER EXPERIENCED AT THE PROJECT SITE DURING THE CONTRACT PERIOD MUST BE FOUND TO BE UNUSUALLY SEVERE. UNUSUALLY SEVERE WEATHER IS DEFINED AS:
 - a. WEATHER-DELAYED WORKDAYS IN A MONTH THAT EXCEED THE ANTICIPATED NUMBER OF WEATHER-DELAYED WORKDAYS INDICATED IN PARAGRAPH (A)(4) BELOW.
 - b. PUBLICLY DECLARED NATURAL DISASTERS SUCH AS HURRICANES, FLOODS, TORNADOS, OR EARTHQUAKES.
2. THE UNUSUALLY SEVERE WEATHER MUST ACTUALLY CAUSE A DELAY TO THE COMPLETION OF THE PROJECT. THE DELAY MUST BE BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

2. ANTICIPATED WEATHER-DELAYED WORKDAYS

- A. WEATHER-DELAYED WORKDAYS ARE DEFINED AS WORKDAYS DURING WHICH ADVERSE WEATHER CONDITIONS CAUSE THE CONTRACTOR TO BE UNABLE TO WORK ON PRE-DETERMINED CONTROLLING ITEMS OF WORK (AKA CRITICAL PATH ITEMS) FOR AT LEAST 50% OF THE NORMAL WORKDAY.
- B. THE FOLLOWING SCHEDULE OF ANTICIPATED WEATHER-DELAYED WORKDAYS IS BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) OR SIMILAR DATA FOR THE PROJECT LOCATION. THIS WILL CONSTITUTE THE BASE LINE FOR CONSIDERATION OF TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
9	9	9	7	7	11	14	13	9	5	7	10

- C. THE CONTRACTOR'S PROGRESS SCHEDULE MUST REFLECT COMPLETION OF THE PROJECT WITHIN THE SPECIFIED CONTRACT DURATION INCLUDING ALL ANTICIPATED WEATHER-DELAYED WORKDAYS.

PART 2 – PRODUCTS

SECTION DOES NOT APPLY.

PART 3 – EXECUTION

1. DAILY WEATHER LOGS

- A. UPON ISSUANCE OF THE NOTICE TO PROCEED AND CONTINUING THROUGHOUT THE LIFE OF THE CONTRACT, THE CONTRACTOR MUST RECORD DAILY WEATHER LOGS, EITHER AS PART OF DAILY CONTRACTOR'S REPORTS OR AS A SEPARATE DOCUMENT.
- B. DAILY WEATHER LOGS MUST INCLUDE AND ARE NOT LIMITED TO THE FOLLOWING INFORMATION:
 - 1. DATE OF REPORT
 - 2. DESCRIPTION OF WORK IN PROGRESS, INCLUDING:
 - a. TRADES ON-SITE (GENERAL CONTRACTOR, SUB-CONTRACTORS, ETC.)
 - b. NUMBER OF PERSONNEL ON-SITE, BY TRADE
 - c. NUMBERS, TYPE, AND ACTIVE/INACTIVE STATUS OF EQUIPMENT ON-SITE, BY TRADE
 - d. TIME OF THE DAY THAT WORK BEGAN AND ENDED, BY TRADE
 - e. SUMMARY OF WORK EFFORTS FOR THE DAY, BY TRADE
 - 3. SUMMARY OF WEATHER CONDITIONS
 - a. RAIN CONDITIONS – LIGHT, HEAVY, SCATTERED, ETC., INCLUDING TIMING OF RAIN EVENTS
 - b. WIND CONDITIONS – CALM, WINDY, ETC.
 - c. CLOUD COVER CONDITIONS – CLEAR, OVERCAST, SCATTERED, ETC.
 - d. AVERAGE A.M. AND P.M. TEMPERATURES – DEGREES FAHRENHEIT
 - 4. SUMMARY OF ANY ADVERSE WEATHER AND RESULTING IMPACT TO NORMALLY SCHEDULED WORK, INCLUDING:
 - a. AMOUNT OF DOCUMENTED RAINFALL AS DETERMINED BY A TEMPORARY RAIN GAUGE FURNISHED AND INSTALLED BY THE CONTRACTOR ON THE JOB SITE. PICTURES DOCUMENTING THE GAUGE FILL LEVEL MUST BE INCLUDED IN THE WEATHER LOGS, AND THE GAUGE MUST BE EMPTIED AFTER EACH WORKDAY.
 - b. SUMMARY OF ANY DELAYS CAUSED BY WEATHER
 - c. DETAILS AND EXPLANATION OF WORK IN PROGRESS ITEMS THAT WERE DELAYED

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- d. INDICATION AS TO WHETHER OR NOT THE DELAYED ITEMS ARE ON THE PRE-DETERMINED CRITICAL PATH

5. NAME OF INDIVIDUAL RESPONSIBLE FOR PREPARING REPORT

6. SIGNATURE OF INDIVIDUAL RESPONSIBLE FOR PREPARING REPORT

2. WEATHER LETTERS

- A. CONTRACTOR MUST SUBMIT WEATHER LETTERS WITH EACH PAY APPLICATION REQUEST. FAILURE TO SUBMIT A WEATHER LETTER WITH A PAY APPLICATION WILL NEGATE ANY FUTURE CONSIDERATION OF TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER FOR THE PERIOD OF TIME FOR WHICH THE PAY APPLICATION IS SUBMITTED.
- B. WEATHER LETTERS MUST INCLUDE THE FOLLOWING:
 - 1. DAILY WEATHER LOGS FOR EACH DAY OF THE MONTH CONTAINING THE REQUIRED INFORMATION IN PARAGRAPH (1) ABOVE.
 - 2. A WEATHER REPORT SUMMARIZING DAILY WEATHER CONDITIONS AND PRECIPITATION AMOUNTS FOR THE GENERAL PROJECT AREA (AN AREA NO LARGER THAN THE ZIP CODE IN WHICH THE PROJECT IS LOCATED) AS PROVIDED BY NOAA OR ANOTHER READILY AVAILABLE PUBLIC SOURCE.
 - 3. STATEMENT OF ACTUAL WEATHER-DELAYED WORKDAYS EXPERIENCED FOR THE PERIOD OF TIME FOR WHICH THE PAY APPLICATION IS SUBMITTED.
 - a. WEATHER-DELAYED WORKDAYS MUST BE DOCUMENTED CHRONOLOGICALLY FROM THE FIRST TO THE LAST DAY OF EACH MONTH AND BE RECORDED AS FULL DAYS.
 - 4. IF APPLICABLE, CONTRACTOR'S REQUEST FOR TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER, STATED IN A TOTAL NUMBER OF WHOLE DAYS.

3. EXTENSION OF CONTRACT DURATION

- A. IF THE NUMBER OF ACTUAL WEATHER-DELAYED WORKDAYS EXCEEDS THE NUMBER OF ANTICIPATED WEATHER-DELAYED WORKDAYS AS DEFINED IN PART 1, PARAGRAPH (2)(A) ABOVE, THE DISTRICT WILL CONSIDER EXTENDING THE CONTRACT DURATION BY A NUMBER OF CALENDAR DAYS EQUAL TO THE NUMBER OF ACTUAL WEATHER-DELAYED WORKDAYS EXCEEDING THE NUMBER OF ANTICIPATED WEATHER-DELAYED WORKDAYS.
- B. THE DISTRICT RESERVES THE RIGHT TO GRANT OR DENY, ON ANY BASIS, THE CONTRACTOR'S REQUEST FOR TIME EXTENSIONS.

END OF SECTION

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. PAVEMENT REHABILITATION FOR CENTRAL, JAY, AND MILTON HIGH SCHOOLS.

1. PROJECT LOCATION: 549 GULF BREEZE PARKWAY
GULF BREEZE, FLORIDA 32561

2. OWNER: THE SCHOOL DISTRICT OF SANTA ROSA COUNTY.

B. CONTRACT DOCUMENTS, DATED JULY 18, 2022, WERE PREPARED FOR THE PROJECT BY

MCKIM & CREED, INC.

1206 N. PALAFOX STREET

PENSACOLA, FLORIDA 32501

C. PROJECT SUMMARY:

MAJOR ITEMS OF WORK WILL INCLUDE BUT MAY NOT BE LIMITED TO THE FOLLOWING:

- A. SITEWORK: SELECTIVE DEMOLITION, SITE CLEARING, EARTHWORK, EXCAVATION AND BACKFILL, ASPHALT PAVEMENT MILLING, SODDING AND SEEDING.
- B. THE WORK WILL BE CONSTRUCTED UNDER A SINGLE PRIME CONTRACT.
- C. THE PROJECT SCHEDULE FOR THE BASE BID IS AS FOLLOWS:

- | | |
|----------------------------------|------------------|
| 1. ANTICIPATED NOTICE TO PROCEED | AUGUST 22, 2022 |
| 2. CONTRACTOR ACCESS TO SITE | AUGUST 22, 2022 |
| 3. SUBSTANTIAL COMPLETION: | JANUARY 6, 2022 |
| 4. FINAL COMPLETION: | JANUARY 13, 2022 |

1.2 WORK UNDER OTHER CONTRACTS (NOT APPLICABLE)

1.3 CONTRACTOR USE OF PREMISES

- A. GENERAL: DURING THE CONSTRUCTION PERIOD THE CONTRACTOR SHALL HAVE FULL USE OF THE PREMISES FOR CONSTRUCTION OPERATIONS, INCLUDING USE OF THE SITE. THE CONTRACTOR'S USE OF THE PREMISES IS LIMITED ONLY BY THE OWNER'S RIGHT TO PERFORM WORK OR TO RETAIN OTHER CONTRACTORS ON PORTIONS OF THE PROJECT.
- B. USE OF THE SITE: LIMIT USE OF THE PREMISES TO WORK IN AREAS INDICATED. SITE ACCESS WILL BE FROM PUBLIC RIGHTS-OF-WAY.
- C. CONFINE OPERATIONS TO AREAS WITHIN CONTRACT LIMITS INDICATED. DO NOT DISTURB PORTIONS OF THE SITE BEYOND THE AREAS IN WHICH THE WORK IS INDICATED.
 - 1. EXISTING SITE CONDITIONS: SCHOOL IS IN PROGRESS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL ERECT AND MAINTAIN CONSTRUCTION FENCES AND TEMPORARY BARRIERS AS REQUIRED FOR THE SECURITY OF HIS SITE.
 - 2. DRIVEWAYS AND ENTRANCES: KEEP DRIVEWAYS AND ENTRANCES SERVING THE PREMISES CLEAR AND AVAILABLE TO THE OWNER, THE OWNER'S EMPLOYEES, AND EMERGENCY VEHICLES AT ALL TIMES. DO NOT USE THESE AREAS FOR PARKING OR STORAGE OF MATERIALS. SCHEDULE DELIVERIES TO MINIMIZE SPACE AND TIME REQUIREMENTS FOR STORAGE OF MATERIALS AND EQUIPMENT ON-SITE.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01035 – MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A THIS SECTION SPECIFIES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS FOR HANDLING AND PROCESSING CONTRACT MODIFICATIONS.

1.2 MINOR CHANGES IN THE WORK

- A. THE ARCHITECT WILL ISSUE SUPPLEMENTAL INSTRUCTIONS AUTHORIZING MINOR CHANGES IN THE WORK, NOT INVOLVING ADJUSTMENT TO THE CONTRACT SUM OR CONTRACT TIME, ON AIA FORM G710, ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS.

1.3 CHANGE ORDER PROPOSAL REQUESTS

- A. OWNER-INITIATED PROPOSAL REQUESTS: THE ARCHITECT WILL ISSUE A DETAILED DESCRIPTION OF PROPOSED CHANGES IN THE WORK THAT WILL REQUIRE ADJUSTMENT TO THE CONTRACT SUM OR CONTRACT TIME. IF NECESSARY, THE DESCRIPTION WILL INCLUDE SUPPLEMENTAL OR REVISED DRAWINGS AND SPECIFICATIONS.
1. PROPOSAL REQUESTS ISSUED BY THE ARCHITECT ARE FOR INFORMATION ONLY. DO NOT CONSIDER THEM AS AN INSTRUCTION EITHER TO STOP WORK IN PROGRESS OR TO EXECUTE THE PROPOSED CHANGE.
 2. WITHIN 14 DAYS OF RECEIPT OF A PROPOSAL REQUEST, SUBMIT AN ESTIMATE OF COST NECESSARY TO EXECUTE THE CHANGE TO THE ARCHITECT FOR THE OWNER'S REVIEW.
 - A. INCLUDE A STATEMENT INDICATING THE EFFECT THE PROPOSED CHANGE IN THE WORK WILL HAVE ON THE CONTRACT TIME.
 - B. INCLUDE SEPARATE LINE ITEMS FOR EACH ITEM OF WORK. LINE ITEMS SHALL INCLUDE UNIT QUANTITIES, LABOR COSTS PER UNIT, LABOR TAXES, MATERIAL COSTS PER UNIT, SALES TAX AND EQUIPMENT COSTS PER UNIT IF APPLICABLE. THE TOTAL OF THESE LINE ITEMS SHALL BE MARKED UP BY THE CONTRACTOR BY THE AMOUNTS ALLOWED BY THE CONTRACT. ITEMS INVOLVING WORK BY SUBCONTRACTORS SHALL INCLUDE THE SAME COST BREAK-DOWN WITH NO ALLOWANCE FOR BOND COSTS. THE GENERAL CONTRACTOR WILL BE ALLOWED TO ADD 1% BOND TO THE TOTAL OF THE GENERAL CONTRACTOR AND SUBCONTRACTORS TOTAL COST. THIS INFORMATION IS REQUIRED AS A MINIMUM FOR REVIEW AND APPROVAL OF COST CHANGES TO THE CONTRACT.
- B. CONTRACTOR-INITIATED PROPOSALS: WHEN LATENT OR UNFORESEEN CONDITIONS REQUIRE MODIFICATIONS TO THE CONTRACT, THE CONTRACTOR MAY PROPOSE CHANGES BY SUBMITTING A REQUEST FOR A CHANGE TO THE ARCHITECT.

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1. INCLUDE A STATEMENT OUTLINING THE REASONS FOR THE CHANGE AND THE EFFECT OF THE CHANGE ON THE WORK. PROVIDE A COMPLETE DESCRIPTION OF THE PROPOSED CHANGE. INDICATE THE EFFECT OF THE PROPOSED CHANGE ON THE CONTRACT SUM AND CONTRACT TIME.
 2. INCLUDE A COST BREAKDOWN IN THE FORMAT OUTLINED IN PARAGRAPH 1.3.A.3.A. WHEN REQUESTED, FURNISH SURVEY DATA TO SUBSTANTIATE QUANTITIES.
 3. COMPLY WITH REQUIREMENTS IN SECTION "PRODUCT SUBSTITUTIONS" IF THE PROPOSED CHANGE REQUIRES SUBSTITUTION OF ONE PRODUCT OR SYSTEM FOR A PRODUCT OR SYSTEM SPECIFIED.
 4. SUBMIT PROPOSED CHANGES AND REQUEST WITHIN 21 DAYS OF IDENTIFYING ITEM.
- C. PROPOSAL REQUEST FORM: USE AIA DOCUMENT G709 FOR CHANGE ORDER PROPOSAL REQUESTS.

1.4 ALLOWANCES

- A. ALLOWANCE ADJUSTMENT: FOR ALLOWANCE-COST ADJUSTMENT, BASE EACH CHANGE ORDER PROPOSAL ON THE DIFFERENCE BETWEEN THE ACTUAL PURCHASE AMOUNT AND THE ALLOWANCE, MULTIPLIED BY THE FINAL MEASUREMENT OF WORK-IN-PLACE. WHERE APPLICABLE, INCLUDE REASONABLE ALLOWANCES FOR CUTTING LOSSES, TOLERANCES, MIXING WASTES, NORMAL PRODUCT IMPERFECTIONS, AND SIMILAR MARGINS.
1. INCLUDE INSTALLATION COSTS IN THE PURCHASE AMOUNT ONLY WHERE INDICATED AS PART OF THE ALLOWANCE.
 2. WHEN REQUESTED, PREPARE EXPLANATIONS AND DOCUMENTATION TO SUBSTANTIATE THE MARGINS CLAIMED.
 3. SUBMIT SUBSTANTIATION OF A CHANGE IN SCOPE OF WORK CLAIMED IN THE CHANGE ORDERS RELATED TO UNIT-COST ALLOWANCES.
 4. THE OWNER RESERVES THE RIGHT TO ESTABLISH THE ACTUAL QUANTITY OF WORK-IN-PLACE BY INDEPENDENT QUANTITY SURVEY, MEASURE, OR COUNT.
- B. SUBMIT CLAIMS FOR INCREASED COSTS BECAUSE OF A CHANGE IN SCOPE OR NATURE OF THE ALLOWANCE DESCRIBED IN THE CONTRACT DOCUMENTS, WHETHER FOR THE PURCHASE ORDER AMOUNT OR THE CONTRACTOR'S HANDLING, LABOR, INSTALLATION, OVERHEAD, AND PROFIT. SUBMIT CLAIMS WITHIN 21 DAYS OF RECEIPT OF THE CHANGE ORDER OR CONSTRUCTION CHANGE DIRECTIVE AUTHORIZING WORK TO PROCEED. THE OWNER WILL REJECT CLAIMS SUBMITTED LATER THAN 21 DAYS.
1. DO NOT INCLUDE THE CONTRACTOR'S OR SUBCONTRACTOR'S INDIRECT EXPENSE IN THE CHANGE ORDER COST AMOUNT UNLESS IT IS CLEARLY SHOWN THAT THE NATURE OR EXTENT OF WORK HAS CHANGED FROM WHAT COULD HAVE BEEN FORESEEN FROM INFORMATION IN CONTRACT DOCUMENTS.
 2. NO CHANGE TO THE CONTRACTOR'S INDIRECT EXPENSE IS PERMITTED FOR SELECTION OF HIGHER OR LOWER-PRICED MATERIALS OR SYSTEMS OF THE SAME SCOPE AND NATURE AS ORIGINALLY INDICATED.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. CONSTRUCTION CHANGE DIRECTIVE: WHEN THE OWNER AND THE CONTRACTOR DISAGREE ON THE TERMS OF A PROPOSAL REQUEST, THE ARCHITECT MAY ISSUE A CONSTRUCTION CHANGE DIRECTIVE ON AIA FORM G714. THE CONSTRUCTION CHANGE DIRECTIVE INSTRUCTS THE CONTRACTOR TO PROCEED WITH A CHANGE IN THE WORK, FOR SUBSEQUENT INCLUSION IN A CHANGE ORDER.
 - 1. THE CONSTRUCTION CHANGE DIRECTIVE CONTAINS A COMPLETE DESCRIPTION OF THE CHANGE IN THE WORK. IT ALSO DESIGNATES THE METHOD TO BE FOLLOWED TO DETERMINE CHANGE IN THE CONTRACT SUM OR CONTRACT TIME.
- B. DOCUMENTATION: MAINTAIN DETAILED RECORDS ON A TIME AND MATERIAL BASIS OF WORK REQUIRED BY THE CONSTRUCTION CHANGE DIRECTIVE.
 - 1. AFTER COMPLETION OF THE CHANGE, SUBMIT AN ITEMIZED ACCOUNT AND SUPPORTING DATA NECESSARY TO SUBSTANTIATE COST AND TIME ADJUSTMENTS TO THE CONTRACT.

1.6 CHANGE ORDER PROCEDURES

- A. UPON THE OWNER'S APPROVAL OF A PROPOSAL REQUEST, THE ARCHITECT WILL ISSUE A CHANGE ORDER USING AIA DOCUMENT G701 FOR SIGNATURES OF THE OWNER AND THE CONTRACTOR.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01068 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 DEFINITIONS:

- A. GENERAL EXPLANATION: A SUBSTANTIAL AMOUNT OF SPECIFICATION LANGUAGE CONSTITUTES DEFINITIONS FOR TERMS FOUND IN OTHER CONTRACT DOCUMENTS, INCLUDING DRAWINGS. CERTAIN TERMS USED IN CONTRACT DOCUMENTS ARE DEFINED GENERALLY IN THIS ARTICLE. DEFINITIONS AND EXPLANATIONS OF THIS SECTION ARE NOT NECESSARILY EITHER COMPLETE OR EXCLUSIVE BUT ARE GENERAL FOR THE WORK TO EXTENT NOT STATED MORE EXPLICITLY IN ANOTHER PROVISION OF CONTRACT DOCUMENTS.
- B. GENERAL REQUIREMENTS: THE PROVISIONS OR REQUIREMENTS OF DIVISION-1 SECTIONS. GENERAL REQUIREMENTS APPLY TO ENTIRE WORK OF CONTRACT AND, WHERE SO INDICATED, TO OTHER ELEMENTS WHICH ARE INCLUDED IN PROJECT.
- C. INDICATED: THE TERM "INDICATED" IS A CROSS- REFERENCE TO GRAPHICS, NOTES OR SCHEDULES ON DRAWINGS, TO OTHER PARAGRAPHS OR SCHEDULES IN THE SPECIFICATIONS, AND TO SIMILAR MEANS OF RECORDING REQUIREMENTS IN CONTRACT DOCUMENTS. WHERE TERMS SUCH AS "SHOWN", "NOTED", "SCHEDULED", AND "SPECIFIED" ARE USED IN LIEU OF "INDICATED", IT IS FOR PURPOSE OF HELPING READER LOCATE CROSS- REFERENCE, AND NO LIMITATION OF LOCATION IS INTENDED EXCEPT AS SPECIFICALLY NOTED.
- D. DIRECTED, REQUESTED, ETC.: WHERE NOT OTHERWISE EXPLAINED, TERMS SUCH AS "DIRECTED", "REQUESTED", "AUTHORIZED", "SELECTED", "APPROVED", "REQUIRED", "ACCEPTED", AND "PERMITTED" MEAN "DIRECTED BY ARCHITECT/ENGINEER", "REQUESTED BY ARCHITECT/ ENGINEER", ETC. HOWEVER, NO SUCH IMPLIED MEANING WILL BE INTERPRETED TO EXTEND ARCHITECT'S/ ENGINEER'S RESPONSIBILITY INTO CONTRACTOR'S AREA OF CONSTRUCTION SUPERVISION.
- E. APPROVE: WHERE USED IN CONJUNCTION WITH ARCHITECT'S/ENGINEER'S RESPONSE TO SUBMITTALS, REQUESTS, APPLICATIONS, INQUIRIES, REPORTS AND CLAIMS BY CONTRACTOR, THE MEANING OF TERM "APPROVED" WILL BE HELD TO LIMITATIONS OF ARCHITECT'S/ENGINEER'S RESPONSIBILITIES AND DUTIES AS SPECIFIED IN GENERAL AND SUPPLEMENTARY CONDITIONS. IN NO CASE WILL "APPROVAL" BY ARCHITECT/ENGINEER BE INTERPRETED AS A RELEASE OF CONTRACTOR FROM RESPONSIBILITIES TO FULFILL REQUIREMENTS OF CONTRACT DOCUMENTS.
- F. PROJECT SITE: THE SPACE AVAILABLE TO CONTRACTOR FOR PERFORMANCE OF THE WORK, EITHER EXCLUSIVELY OR IN CONJUNCTION WITH OTHERS PERFORMING OTHER WORK AS PART OF THE PROJECT. THE EXTENT OF PROJECT SITE IS SHOWN ON DRAWINGS.
- G. FURNISH: EXCEPT AS OTHERWISE DEFINED IN GREATER DETAIL, THE TERM "FURNISH" IS USED TO MEAN SUPPLY AND DELIVER TO PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION, ETC., AS APPLICABLE IN EACH INSTANCE.

- H. INSTALL: EXCEPT AS OTHERWISE DEFINED IN GREATER DETAIL, TERM "INSTALL" IS USED TO DESCRIBE OPERATIONS AT PROJECT SITE INCLUDING UNLOADING, UNPACKING, ASSEMBLY, ERECTION, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING AND SIMILAR OPERATIONS, AS APPLICABLE IN EACH INSTANCE.
- I. PROVIDE: EXCEPT AS OTHERWISE DEFINED IN GREATER DETAIL, TERM "PROVIDE" MEANS FURNISH AND INSTALL, COMPLETE AND READY FOR INTENDED USE, AS APPLICABLE IN EACH INSTANCE.
- J. INSTALLER: THE ENTITY (PERSON OR FIRM) ENGAGED BY CONTRACTOR OR ITS SUBCONTRACTOR OR SUB- SUBCONTRACTOR FOR PERFORMANCE OF A PARTICULAR UNIT OF WORK AT PROJECT SITE, INCLUDING INSTALLATION, ERECTION, APPLICATION AND SIMILAR REQUIRED OPERATIONS. IT IS A GENERAL REQUIREMENT THAT SUCH ENTITIES (INSTALLERS) BE EXPERT IN OPERATIONS THEY ARE ENGAGED TO PERFORM.
- K. TESTING LABORATORY: AN INDEPENDENT ENTITY ENGAGED TO PERFORM SPECIFIC INSPECTIONS OR TESTS OR WORK, EITHER AT PROJECT SITE OR ELSEWHERE; AND TO REPORT AND (IF REQUIRED) INTERPRET RESULTS OF THOSE INSPECTIONS OR TESTS.

1.02 FORMAT AND SPECIFICATION EXPLANATIONS:

- A. SPECIFICATION PRODUCTION: NONE OF THESE EXPLANATIONS WILL BE INTERPRETED TO MODIFY SUBSTANCE OF REQUIREMENTS. PORTIONS OF THESE SPECIFICATIONS HAVE BEEN PRODUCED BY ARCHITECT'S/ ENGINEER'S STANDARD METHODS OF EDITING MASTER SPECIFICATIONS, AND MAY CONTAIN MINOR DEVIATIONS FROM TRADITIONAL WRITING FORMATS. SUCH DEVIATIONS ARE A NORMAL RESULT OF THIS PRODUCTION TECHNIQUE, AND NO OTHER MEANING WILL BE IMPLIED OR PERMITTED.
- B. SPECIFICATION CONTENT: BECAUSE OF METHODS BY WHICH THIS PROJECT SPECIFICATION HAS BEEN PRODUCED, CERTAIN GENERAL CHARACTERISTICS OF CONTENT, AND CONVENTIONS IN USE OF LANGUAGE ARE EXPLAINED AS FOLLOWS:
 - 1. SPECIFYING METHODS: THE TECHNIQUES OF SPECIFYING TO RECORD REQUIREMENTS VARIES THROUGHOUT TEXT, AND MAY INCLUDE "PRESCRIPTIVE", "OPEN GENERIC-DESCRIPTIVE", OR A COMBINATION OF THESE. THE METHOD USED FOR SPECIFYING ONE UNIT OF WORK HAS NO BEARING ON REQUIREMENTS FOR ANOTHER UNIT OF WORK.
 - 2. OVERLAPPING AND CONFLICTING REQUIREMENTS: WHERE COMPLIANCE WITH 2 OR MORE INDUSTRY STANDARDS OR SETS OF REQUIREMENTS IS SPECIFIED, AND OVERLAPPING OF THOSE DIFFERENT STANDARDS OR REQUIREMENTS ESTABLISHES DIFFERENT OR CONFLICTING MINIMUMS OR LEVELS OF QUALITY, MOST STRINGENT REQUIREMENT (WHICH IS GENERALLY RECOGNIZED TO BE ALSO MOST COSTLY) IS INTENDED AND WILL BE ENFORCED, UNLESS SPECIFICALLY DETAILED LANGUAGE WRITTEN INTO CONTRACT DOCUMENTS (NOT BY WAY OF REFERENCE TO AN INDUSTRY STANDARD) CLEARLY INDICATES THAT A LESS STRINGENT REQUIREMENT IS TO BE FULFILLED. REFER APPARENTLY-EQUAL- BUT-DIFFERENT REQUIREMENTS, AND UNCERTAINTIES AS TO WHICH LEVEL OF

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QUALITY IS THE MORE STRINGENT, TO ARCHITECT/ENGINEER FOR A DECISION BEFORE PROCEEDING.

- A. CONTRACTOR'S OPTIONS: EXCEPT FOR OVERLAPPING OR CONFLICTING REQUIREMENTS, WHERE MORE THAN ONE SET OF REQUIREMENTS ARE SPECIFIED FOR A PARTICULAR UNIT OF WORK, OPTION IS INTENDED TO BE CONTRACTOR'S REGARDLESS OF WHETHER SPECIFICALLY INDICATED AS SUCH.
- 3. MINIMUM QUALITY/QUANTITY: IN EVERY INSTANCE, QUALITY LEVEL OR QUANTITY SHOWN OR SPECIFIED IS INTENDED AS MINIMUM FOR THE WORK TO BE PERFORMED OR PROVIDED. EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, ACTUAL WORK MAY EITHER COMPLY EXACTLY WITH THAT MINIMUM (WITHIN SPECIFIED TOLERANCES), OR MAY EXCEED THAT MINIMUM WITHIN REASONABLE LIMITS. IN COMPLYING WITH REQUIREMENTS, INDICATED NUMERIC VALUES ARE EITHER MINIMUMS OR MAXIMUMS AS NOTED OR AS APPROPRIATE FOR CONTEXT OF REQUIREMENTS. REFER INSTANCES OF UNCERTAINTY TO ARCHITECT/ENGINEER FOR DECISION BEFORE PROCEEDING.
- 4. ABBREVIATIONS: THE LANGUAGE OF SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS IS OF THE ABBREVIATED TYPE IN CERTAIN INSTANCES, AND IMPLIES WORDS AND MEANINGS WHICH WILL BE APPROPRIATELY INTERPRETED. ACTUAL WORK ABBREVIATIONS OF A SELF- EXPLANATORY NATURE HAVE BEEN INCLUDED IN TEXTS. SPECIFIC ABBREVIATIONS HAVE BEEN ESTABLISHED, PRINCIPALLY FOR LENGTHY TECHNICAL TERMINOLOGY AND PRIMARILY IN CONJUNCTION WITH COORDINATION OF SPECIFICATION REQUIREMENTS WITH NOTATIONS ON DRAWINGS AND IN SCHEDULES. THESE ARE FREQUENTLY DEFINED IN SECTION AT FIRST INSTANCE OF USE. TRADE ASSOCIATION NAMES AND TITLES OF GENERAL STANDARDS ARE FREQUENTLY ABBREVIATED. SINGULAR WORDS WILL BE INTERPRETED AS PLURAL AND PLURAL WORDS WILL BE INTERPRETED AS SINGULAR WHERE APPLICABLE AND WHERE FULL CONTEXT OF THE CONTRACT DOCUMENTS SO INDICATES.

1.03 INDUSTRY STANDARDS:

- A. GENERAL APPLICABILITY OF STANDARDS: APPLICABLE STANDARDS OF CONSTRUCTION INDUSTRY HAVE SAME FORCE AND EFFECT (AND ARE MADE A PART OF CONTRACT DOCUMENTS BY REFERENCE) AS IF COPIED DIRECTLY CONTRACT DOCUMENTS, OR AS IF PUBLISHED COPIES WERE BOUND HERewith.
- 1. REFERENCED STANDARDS (REFERENCED DIRECTLY IN CONTRACT DOCUMENTS OR BY GOVERNING REGULATIONS) HAVE PRECEDENCE OVER NON- REFERENCED STANDARDS WHICH ARE RECOGNIZED IN INDUSTRY FOR APPLICABILITY TO WORK.
- 2. NON-REFERENCED STANDARDS ARE HEREBY DEFINED TO HAVE NO PARTICULAR APPLICABILITY TO THE WORK, EXCEPT AS A GENERAL MEASUREMENT OF WHETHER WORK COMPLIES WITH STANDARDS RECOGNIZED IN CONSTRUCTION INDUSTRY.
- 3. NON-REFERENCED STANDARDS RECOGNIZED IN THE CONSTRUCTION INDUSTRY ARE HEREBY DEFINED, EXCEPT AS OTHERWISE LIMITED IN CONTRACT DOCUMENTS, TO HAVE DIRECT APPLICABILITY TO THE WORK, AND WILL BE SO ENFORCED FOR PERFORMANCE OF THE WORK.

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- B. PUBLICATION DATES: EXCEPT AS OTHERWISE INDICATED, WHERE COMPLIANCE WITH AN INDUSTRY STANDARD IS REQUIRED, COMPLY WITH STANDARD IN EFFECT AS OF DATE OF CONTRACT DOCUMENTS.
- C. GOVERNING REGULATIONS/AUTHORITIES: GENERAL: THE PROCEDURE FOLLOWED BY ARCHITECT/ENGINEER HAS BEEN TO CONTACT GOVERNING AUTHORITIES WHERE NECESSARY TO OBTAIN INFORMATION NEEDED FOR THE PURPOSE OF PREPARING CONTRACT DOCUMENTS; RECOGNIZING THAT SUCH INFORMATION MAY OR MAY NOT BE OF SIGNIFICANCE IN RELATION TO CONTRACTOR'S RESPONSIBILITIES FOR PERFORMING THE WORK. DIRECTLY CONTACT GOVERNING AUTHORITIES FOR NECESSARY INFORMATION AND DECISIONS HAVING A BEARING ON PERFORMANCE OF WORK.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01300 - SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. COMPLY WITH PROJECT FORMAT FOR SUBMITTALS.
- B. ALLOW ONE WEEK FOR DESIGNER REVIEW.
- C. PROVIDE TYPES OF SUBMITTALS LISTED IN INDIVIDUAL SECTIONS AND NUMBER OF COPIES REQUIRED. WHERE ITEMS ARE TO BE TYPICALLY REVIEWED BY THE ENGINEERING CONSULTANTS, ADD ONE ADDITIONAL COPY FOR THE ENGINEER'S RECORD. ONE COPY WILL BE RETAINED BY THE ARCHITECT. ONE COPY WILL BE RETAINED BY THE OWNER. THE REMAINDER WILL BE RETURNED WITH THE ARCHITECT'S SHOP DRAWING STAMP OR SUBMITTAL REVIEW COMMENTS SHEET INDICATING SUBMITTAL'S DISPOSITION.
- D. CONTRACTOR IS TO REVIEW SUBMITTALS PRIOR TO SUBMISSION TO THE ARCHITECT FOR REVIEW.
- E. BY PROVIDING SUBMITTALS TO THE REVIEWING AUTHORITY, THE SUBMITTER REPRESENTS THAT THE SUBMITTAL CONFORMS WITH THE CONTRACT DOCUMENTS UNLESS SPECIFICALLY NOTED OTHERWISE.
 - 1. SHOP DRAWINGS, REVIEWED, ANNOTATED AND APPROVED BY THE CONTRACTOR – ONE ELECTRONIC COPY (ARCHITECT MAY REQUEST A HARD COPY)
 - 2. PRODUCT DATA - ONE ELECTRONIC COPY (ARCHITECT MAY REQUEST A HARD COPY)
 - 4. INSPECTION AND TEST REPORTS – 1 IN EACH O&M PACKAGE
 - 5. WARRANTIES – 1 IN EACH O&M PACKAGE
 - 8. AS BUILT DRAWINGS - 1 HARD COPY, COMPACT DISK LABELED WITH PROJECT TITLE AND RELEASED FOR BIDDING DATE
- F. PROVIDE REQUIRED RE-SUBMITTALS; PROVIDE SAME NUMBER AS INITIAL SUBMITTALS.
- G. SAMPLES AND SHOP DRAWINGS SHALL BE PREPARED SPECIFICALLY FOR THIS PROJECT. SHOP DRAWINGS SHALL INCLUDE DIMENSIONS AND DETAILS, INCLUDING ADJACENT CONSTRUCTION.
- H. PROVIDE WARRANTIES AS SPECIFIED; WARRANTIES SHALL NOT LIMIT LENGTH OF TIME FOR REMEDY OF DAMAGES OWNER MAY HAVE BY LEGAL STATUTE. WARRANTIES SHALL BE SIGNED BY MANUFACTURER AND CONTRACTOR. WARRANTIES AND GUARANTEES SHALL BEGIN ON THE DATE OF "SUBSTANTIAL COMPLETION"
- I. PROVIDE PRODUCTS SELECTED OR PRE-APPROVED EQUAL. PRODUCTS SUBMITTED FOR SUBSTITUTION SHALL BE SUBMITTED WITH ACCEPTABLE DOCUMENTATION, AND INCLUDE COSTS OF SUBSTITUTION INCLUDING RELATED WORK.
- J. PROPOSED SUBSTITUTIONS SHALL BE SUBMITTED TO THE ARCHITECT NO LATER THAN FOURTEEN (14) DAYS PRIOR TO THE DATE OF THE BID.

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PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES, SITE ACCESS, SAFETY AND SAFETY PLAN

PART 1 - GENERAL

1.01 SUMMARY

- A. PROVIDE TEMPORARY SERVICES AND UTILITIES:
 - 1. TEMPORARY WATER AND POWER ARE TO BE PROVIDED BY THE CONTRACTOR.
 - 2. SEWER SEDIMENT. PROVIDE PORTABLE TOILETS AS REQUIRED FOR WORKERS.
 - 3. TELEPHONE, FAX MACHINE AND INTERNET CAPABLE COMPUTER IN THE FIELD OFFICE.
- B. PROVIDE CONSTRUCTION FACILITIES:
 - 1. CONSTRUCTION EQUIPMENT.
 - 2. TEMPORARY FENCING AND GATES.
 - 3. HEATING.
 - 4. LIGHTING.
 - 5. ACCESS:
 - A. PRIMARY ACCESS TO THE SITE WILL BE PROVIDED FROM IN INTERSECTION OF DANIAL STREET AND SHORELINE DRIVE, EAST OF THE PROJECT SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR RETURNING THE ACCESS AREA AND THE SURROUNDING SITE TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE PROJECT.
 - C. THE ARCHITECT WILL PHOTO DOCUMENT THE EXISTING CONDITIONS AS THEY RELATE TO THE SITES AND PROVIDE THIS DOCUMENTATION TO THE CONTRACTOR UPON REQUEST.
- C. PROVIDE SECURITY AND PROTECTION REQUIREMENTS:
 - 1. FIRE EXTINGUISHERS.
 - 2. SITE ENCLOSURE FENCE, BARRICADES, WARNING SIGNS, AND LIGHTS. FENCING SHALL HAVE KNURLED EDGES.
 - 3. BUILDING ENCLOSURE AND LOCK-UP.
 - 4. ENVIRONMENTAL PROTECTION.
 - 5. PEST CONTROL.
 - 6. PROVIDE TEMPORARY WALLS AND FENCES AS INDICATED AND AS REQUIRED TO CONTROL NOISE, DUST, DIRT, AND PREVENT ACCESS TO CONSTRUCTION AREA BY STUDENTS AND UNAUTHORIZED PERSONS. FENCING SHALL BE DESCRIBED IN THE CONTRACTOR'S SAFETY PLAN.
- D. PROVIDE PERSONNEL SUPPORT FACILITIES:
 - 1. CONTRACTOR'S FIELD OFFICE.
 - 2. SMART PHONE CAPABLE OF RECEIVING AND SENDING EMAILS AND PHOTOGRAPHS
 - 3. SANITARY FACILITIES.
 - 4. DRINKING WATER.
 - 5. CLEANING AND TRASH REMOVAL.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01710 – CLEANING

PART 1: GENERAL

1.01 CONDITIONS AND REQUIREMENTS:

- A. THE GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND DIVISION 0 - GENERAL REQUIREMENTS APPLY.
- B. THE CONTRACTOR SHALL PERFORM WORK ACCORDING TO THIS SECTION DURING CONSTRUCTION AND FINAL CLEANING OF ALL SURFACES AND MATERIALS.

1.02 APPLICABLE PUBLICATIONS:

- A. THE PUBLICATIONS LISTED BELOW FORM A PART OF THESE SPECIFICATIONS TO THE EXTENT REFERENCED. THE PUBLICATIONS ARE REFERRED TO IN THE TEXT BY THE BASIC DESIGNATION ONLY.

1. CODE OF FEDERAL REGULATIONS (CFR).

40 CFR 260 -268 & 761, HAZARDOUS WASTE MANAGEMENT.

2. FLORIDA ADMINISTRATIVE CODE (FAC).

RULE 17-30, HAZARDOUS WASTE.

1.03 DESCRIPTION:

- A. MAINTAIN PREMISES AND PROPERTIES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS, AND RUBBISH CAUSED BY OPERATIONS.
- B. AT COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, EQUIPMENT, MACHINERY AND SURPLUS MATERIALS, AND CLEAN ALL SIGHT-EXPOSED SURFACES; LEAVE PROJECT CLEAN AND READY FOR OCCUPANCY.

1.04 SAFETY REQUIREMENTS:

- A. STANDARDS: MAINTAIN PROJECT IN ACCORDANCE WITH SAFETY AND INSURANCE STANDARDS.
- B. HAZARDS CONTROL:
 - 1. STORE VOLATILE WASTES IN COVERED MATERIAL CONTAINERS AND REMOVE FROM PREMISES DAILY.
 - 2. PREVENT ACCUMULATION OF WASTES WHICH CREATE HAZARDOUS CONDITIONS.
 - 3. PROVIDE ADEQUATE VENTILATION DURING USE OF VOLATILE OR NOXIOUS SUBSTANCES.
- C. CONTRACTOR SHALL DISPOSE OF ALL HAZARDOUS WASTE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS INCLUDING BUT NOT LIMITED TO 40 CFR 260-268, 761 AND FAC RULE 17.30
 - 1. DO NOT BURN OR BURY RUBBISH AND WASTE MATERIALS ON PROJECT

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SITE.

2. DO NOT DISPOSE OF VOLATILE WASTES SUCH AS MINERAL SPIRITS, OIL, OR PAINT THINNER IN STORM OR SANITARY DRAINS.
3. DO NOT DISPOSE OF WASTES INTO STREAMS OR WATERWAYS.
4. DO NOT DISPOSE OF HAZARDOUS WASTE CONTAINERS IN DUMPSTERS.

PART 2: PRODUCTS

2.01 MATERIALS:

- A. USE ONLY CLEANING MATERIALS RECOMMENDED BY MANUFACTURER OF SURFACE TO BE CLEANED.

PART 3: EXECUTION

3.01 DURING CONSTRUCTION:

- A. EXECUTE CLEANING TO ENSURE THAT BUILDINGS, GROUNDS, AND PUBLIC PROPERTIES ARE MAINTAINED FREE FROM ACCUMULATIONS OF WASTE MATERIALS AND RUBBISH.
- B. CLEAN SITE AND DISPOSE OF WASTE MATERIALS, DEBRIS, AND RUBBISH ON A DAILY BASIS.
- C. REMOVE WASTE MATERIALS, DEBRIS, AND RUBBISH FROM SITE AND LEGALLY DISPOSE.
- D. DURING CONSTRUCTION, PERFORM MAGNETIC SWEEP AROUND CONSTRUCTION SITE ON A DAILY BASIS FOR LOOSE NAILS AND METALLIC WASTES.

3.02 FINAL CLEANING:

- A. IN PREPARATION FOR SUBSTANTIAL COMPLETION OR OCCUPANCY, CONDUCT FINAL INSPECTION OF SIGHT-EXPOSED INTERIOR AND EXTERIOR SURFACES, AND OF CONCEALED SPACES.
- B. REPAIR, PATCH AND TOUCH UP MARRED SURFACES TO SPECIFIED FINISH, TO MATCH ADJACENT SURFACES.
- C. MAINTAIN CLEANING UNTIL PROJECT, OR PORTION THEREOF, IS OCCUPIED BY THE OWNER.

END OF SECTION

SECTION 02000 - TENNIS COURT SURFACING AND ACCESSORIES

PART 1 - GENERAL

1. RELATED DOCUMENTS

- A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS AND ALL SPECIFICATION SECTIONS, APPLY TO WORK OF THIS SECTION.

2. RELATED SECTIONS

- A. SECTION 02740 ASPHALT CONCRETE PAVING.

3. REFERENCE STANDARDS

- A. FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT SPECS), LATEST EDITION.
- B. AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA).
- C. UNITED STATES TENNIS ASSOCIATION (USTA) RULES OF TENNIS.

4. WORK DESCRIPTION

- A. CONSTRUCT NEW TENNIS COURTS AS INDICATED ON DRAWINGS, IN NUMBER, SIZE, AND LOCATIONS AS SHOWN.
- B. WORK OF THIS SECTION SHALL INCLUDE FOLLOWING:
 - 1. CONSTRUCTION OF ASPHALT COURT SECTION FOR TENNIS COURTS AS INDICATED ON PLANS.
 - 2. CONSTRUCTION OF COURT SURFACE INCLUDING FOOTINGS, POSTS, NETS, SURFACING, AND GAME LINE PAINT.
 - 3. PERIMETER COURT FENCING SHALL BE INSTALLED AS INDICATED ON PLANS.
 - 4. COORDINATE COURT SURFACE INSTALLATION WITH INSTALLATION OF NEW FENCING POSTS, MESH, AND GATES.
 - 5. COURT SURFACES SHALL BE UNIFORM IN TEXTURE AND COLOR, IN ACCORDANCE WITH THE CROSS SECTION REQUIRED BY DRAWINGS, AND FREE OF DEPRESSIONS AND RIDGES.

5. SUBMITTALS

- A. QUALIFICATION DATA FOR FIRMS AND PERSONS SPECIFIED IN THE "QUALITY ASSURANCE" ARTICLE TO DEMONSTRATE THEIR CAPABILITIES AND EXPERIENCE. INCLUDE LISTS OF COMPLETED PROJECTS WITH PROJECT NAMES AND ADDRESSES, NAMES AND ADDRESS OF OWNERS, AND OTHER INFORMATION SPECIFIED.
- B. SUBMIT MANUFACTURER'S PRODUCT DATA, CATALOG CUTS, APPLICATION SPECIFICATIONS, MAINTENANCE INFORMATION, AND OFFICE SAMPLES FOR THE FOLLOWING PRODUCTS:
 - 1. CRACK FILLER.
 - 2. LEVELING COMPOUND.
 - 3. ACRYLIC SURFACE.
 - 4. ACRYLIC SURFACE COLOR.
 - 5. ACRYLIC GAME LINE PAINT.
 - 6. NET POSTS.

5. QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: ENGAGE AN EXPERIENCED INSTALLER WHO HAS COMPLETED TENNIS COURT SURFACING PROJECTS SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT. COURT SURFACE INSTALLER MUST HAVE TEN (10) YEARS MINIMUM EXPERIENCE IN TENNIS COURT CONSTRUCTION AND RESURFACING. INSTALLER MUST PRESENT A MINIMUM OF FIFTEEN (15) MAJOR TENNIS PROJECTS COMPLETED DURING THE PAST FIVE (5) YEARS, AS WELL AS, A LIST INCLUDING SURFACING PROJECTS WITH MULTIPLE TENNIS COURTS.

COURT INSTALLER'S SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON THE PROJECT SITE DURING TIMES THAT COURT RESURFACING IS IN PROGRESS.
- B. **INSTALLER OF THE COURT SURFACING MUST BE AN APPROVED MEMBER OF THE AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) AND A CERTIFIED TENNIS COURT BUILDER AS DESIGNATED BY THE ASBA.**
- C. **INSTALLER OF THE COURT SURFACING SHALL BE CERTIFIED BY APPROVED MANUFACTURER AND SHALL USE ONLY WORKMEN WHO ARE TRAINED AND EXPERIENCED IN INSTALLATION OF COURT SURFACE.**
- D. DO NOT STORE SURFACE OR COLOR SYSTEM MATERIALS IN DIRECT SUNLIGHT. DURING COLD WEATHER, STORE MATERIALS IN A MANNER TO PREVENT FREEZING. MATERIALS SHALL BE KEPT SEALED IN ORIGINAL CONTAINERS UNTIL READY FOR USE.

6. WARRANTY

- A. THE CONTRACTOR SHALL GUARANTEE LABOR, MATERIALS, AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF OWNER ACCEPTANCE. ANYTIME DURING THIS TIME PERIOD, THE CONTRACTOR SHALL MAKE NECESSARY REPAIRS TO THE SURFACE WITHOUT COST TO THE CUSTOMER.

PART 2 – PRODUCTS

1. MATERIALS

- A. COURT REPAIR: "LATEXITE ACRYLIC CRACK AND LEVELING COMPOUND" CRACK FILLER AND LEVELING COMPOUND, OR PRE-BID APPROVED SUBSTITUTION.
- B. COURT SURFACING: "LATEXITE DURA SAND MIX" ASPHALT FILLER SEALER, "LATEXITE ACRYLIC RESURFACER" ACRYLIC SURFACING, "LATEXITE ACRYLIC COLOR" ACRYLIC COURT COLORING AND "LATEXITE LINE PAINT" ACRYLIC GAME LINE PAINT, OR PRE-BID APPROVED SUBSTITUTION.
- C. NET POSTS: 11 GAUGE STEEL ZINC DIPPED FOR RUST PROTECTION INSIDE AND OUT WITH POWDER COATED FINISH; 3-INCH O.D., 42" TALL ABOVE SURFACE; ALUMINUM CAPS WITH STAINLESS STEEL FIXING PINS, LACING RODS WELDED TO POSTS, INTERNAL BRASS TIGHTENER, REMOVABLE HANDLE, GROUND SLEEVES FROM MANUFACTURER. "CLASSIC ROUND NET POSTS" AS MANUFACTURED BY EDWARDS, OR PRE-BID APPROVED SUBSTITUTION.
- E. NET ANCHORS: GALVANIZED STEEL CENTER STRAP ANCHOR AS MANUFACTURED BY AMERICAN TENNIS COURTS, INC., OR PRE-BID APPROVED SUBSTITUTION

PART 3 – EXECUTION

1. INSPECTION

- A. EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK OF THIS SECTION SHALL BE INSTALLED. CORRECT CONDITIONS DETRIMENTAL TO PROPER CONDITION OF WORK. DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- B. DO NOT INSTALL COURT SURFACING WHEN AMBIENT TEMPERATURE IS BELOW 50°F OR ABOVE 140°F. DO NOT APPLY WHEN RAIN IS IMMINENT.

2. PREPARATION

- A. PREPARE ASPHALT CONCRETE SECTION FOR TENNIS COURTS AS INDICATED ON DRAWINGS. INSTALLATION OF ACRYLIC SURFACING SYSTEM SHOULD NOT BEGIN UNTIL THE CONCRETE HAS BEEN CURED FOR A MINIMUM OF 14-DAYS OR OTHER PERIOD AS SPECIFIED BY THE MANUFACTURER OF THE SURFACING MATERIAL. ALL TESTING MUST BE CONDUCTED BY AN INDEPENDENT THIRD-PARTY TESTING AGENCY. RESULTS INDICATING ACCEPTABLE LEVELS OF VAPOR EMISSION SHOULD BE SUPPLIED TO THE ATHLETIC SURFACING CONTRACTOR IN WRITING PRIOR TO THE COMMENCEMENT OF INSTALLATION OF ATHLETIC SURFACING.
- B. NET POSTS, FOOTINGS, AND TIE-DOWNS SHALL BE INSTALLED PRIOR TO PLACING ASPHALT STRUCTURAL AND SURFACE COURSES. TOP OF FOOTINGS SHALL BE AT OR BELOW PAVEMENT BASE MATERIAL, WITH TOP OF SLEEVES EXTENDING TO TOP OF ASPHALT SURFACE COURSE.

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- C. PRIOR TO APPLYING COURT SURFACING, FLOOD COURT AREA WITH WATER. ALLOW WATER TO STAND FOR ONE (1) HOUR AT A MINIMUM TEMPERATURE OF 75° WITH SUN. ANY AREAS EXHIBITING STANDING WATER OR "BIRDBATHS" OVER 1/16-INCH IN DEPTH SHALL BE MARKED FOR PATCHING. PATCH AREAS AS FOLLOWS:
1. USING A STRAIGHTEDGE OF SUFFICIENT LENGTH TO BRIDGE LOW AREA, SCREED AN APPLICATION OF LEVELING COMPOUND, OR COMPARABLE COMPOUND RECOMMENDED BY A PRE-BID APPROVED MANUFACTURER.
 2. AFTER PATCHING HAS CURED, CHECK PATCHED AREA WITH A STRINGLINE TO ENSURE THAT AREA HAS BEEN BROUGHT FLUSH WITH SURROUNDING SURFACE.
 3. AFTER PATCHING, COMPLETELY CLEAN COURT BASE SURFACE BY MEANS OF HIGH POWERED BLOWERS, REMOVING DUST, DIRT AND DEBRIS, AND LEAVING AREAS COMPLETELY DRY.

3. COURT SURFACING

- A. MIX SURFACER WITH POTABLE WATER AND APPLY AT RATE AND NUMBER OF APPLICATIONS AS RECOMMENDED/SPECIFIED BY THE MANUFACTURER. ALLOW MATERIAL TO CURE AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO APPLICATION OF COLOR COATS OR AS DIRECTED BY MANUFACTURER.
- B. COLOR COATS: MIX ACRYLIC COLOR SEALER WITH SAND AND POTABLE WATER AND APPLY AT RATE AND NUMBER OF APPLICATIONS AS RECOMMENDED/SPECIFIED BY THE MANUFACTURER. COURTS SHALL BE THOROUGHLY SCRAPED BETWEEN COLOR SEALER APPLICATIONS TO REMOVE RIDGES. APPLY SUCCEEDING COAT ONLY AFTER PRECEDING COAT HAS THOROUGHLY DRIED - TWO (2) TO THREE (3) HOURS OR AS REQUIRED BY CONDITIONS.
1. COLORS SHALL BE SELECTED BY OWNER.
- C. GAME LINES: APPLY MARKING PAINT ONLY AFTER COLOR SEALER HAS COMPLETELY CURED - TWO (2) TO FOUR (4) DAYS OR AS REQUIRED BY CONDITIONS. ACCURATELY LOCATE AND MARK GAME LINES BY SNAPPING CHALK LINES. USE SOFT-SOLED SHOES AND KNEEPADS TO PREVENT SURFACE INDENTATION DURING MARKING AND PAINTING OPERATIONS. UNEVEN LINE WIDTH AND UNDULATING OR RAGGED LINE WORK WILL BE REJECTED.

4. FOOTINGS, NET POSTS, AND FIXTURES

- A. FOOTINGS: FOOTINGS SHALL BE CONSTRUCTED AS INDICATED ON THE DRAWINGS.
- B. GROUND SLEEVES SHALL BE AS PROVIDED BY THE MANUFACTURER OR INDICATED ON THE DRAWINGS.
- C. TIE DOWNS: INSTALL CENTER TIE-DOWN ANCHORS, COMPATIBLE WITH NETS. ANCHORS SHALL BE SET IN FOOTINGS AS INDICATED ON THE DRAWINGS.

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5. NETS AND ACCESSORIES

- A. INSTALL NETS AND WINDING DEVICES IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

6. PROTECTION

- A. PROTECT TENNIS COURT SURFACES, POSTS, TIE DOWNS, NETS AND WINDING DEVICES FROM DAMAGE BY WORK OF OTHER TRADES UNTIL ACCEPTED BY OWNER.

7. CLEAN-UP

- A. REMOVE EXCESS MATERIALS AND DEBRIS ASSOCIATED WITH WORK OF THIS SECTION FROM PROJECT AREA AND LEGALLY DISPOSE OF OFFSITE.

END OF SECTION

Stormwater Pollution Prevention Plan

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Operator and/or Responsible Authority)

Date

Project Name and location information:	Gulf Breeze HS New Tennis Courts 549 Gulf Breeze Parkway Gulf Breeze, Florida 32561
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A site map must be developed and must contain, at a minimum, the following information:

1. Drainage patterns,
2. Approximate slopes after major grading activities,
3. Areas of soil disturbance,
4. Outline all areas that are not to be disturbed,
5. Location of all major structural and non-structural controls,
6. The location of expected stabilization practices,
7. Wetlands and surface waters, and
8. Locations where stormwater may discharge to a surface water or MS4.

See construction plans for above information.

Site Description

Describe the nature of the construction activity:	GBHS New Tennis Courts: The proposed project area consists of +/- 1 acres of an existing asphalt tennis court. The proposed project will consist of milling the asphalt down to the base, grade corrections, asphalt paving, and tennis court surfacing, installation, and furnishing. Existing grades and flow paths are to be maintained.
Describe the intended sequence of major soil disturbing activities:	<ol style="list-style-type: none">1. Perimeter erosion control measures installed.2. Clearing and grubbing.3. Removal/milling of existing asphalt.4. Installation of new asphalt surface.

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Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the Florida Development Manual: A Guide to Sound Land and Water Management (DEP, 1988) and any subsequent amendments.

General Notes for Erosion and Sediment Control

1. Contractor shall be responsible for the installation (prior to construction) and maintenance/repairs of (during construction) erosion and sediment control measures as required to retain all sediment and erosion on the site of development. The provisions shown herein represent the minimum erosion control measures to be taken.
2. All soil washed, dropped, spilled, or tracked outside the site or onto public rights-of-way will be removed immediately.
3. All areas of disturbance shall be treated as appropriate to prevent the generation of dust.
4. At the time of site preparation for permanent vegetative stabilization, any soil that will not provide a suitable environment to support permanent cover shall be removed or treated in such a way that will permanently adjust the soil conditions and render it suitable for permanent cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization shall be employed (i.e., erosion control fabric, riprap, etc.).
5. The contractor shall make regular inspections of all control measures throughout the construction process to ensure the overall effectiveness of the erosion and sediment control plan. At a minimum, inspections must occur at least once a week and within twenty-four (24) hours of the end of a storm event that is one-half (0.50) inch or greater. All inspections must be documented per the NDPES stormwater pollution prevention plan.
6. In the event that an on-site inspection by any party reveals a deficiency in the installation and/or maintenance of erosion and sediment control measures, the contractor shall be responsible for the immediate remediation of the problem.
7. Failure to comply with the required erosion and sediment control guidelines may result in fines levied by governmental agencies. Any fines suffered due to non-compliance shall become the responsibility of the contractor.

Sequence of Erosion and Sediment Control Measures Implementation

Site Preparation

1. Prior to any soil disturbance, silt fence shall be installed along entire down-grade perimeter of project area, as shown in plans and details, or by equivalent measures. Silt fence shall remain in place until all up-grade areas of disturbance have been permanently stabilized.
2. A proper construction entrance shall be established at all points of ingress/egress from construction site, per detail provided in the plans, or by equivalent measures. All construction entrances shall remain in place until ingress/egress from the site at that point has stopped.

Clearing and Grubbing

1. All disturbed areas that will be left exposed for more than fourteen (14) days, and are not subject to construction traffic, shall receive a temporary seeding immediately upon disturbance. If the season prevents establishment of a temporary cover, the disturbed area will be mulched with straw, or equivalent material, at a rate of two (2) tons per acre.
2. All disturbed areas that are subject to high amounts of erosion (i.e., steep slopes, embankments greater than 3:1, or other as dictated by site conditions) shall immediately receive a temporary seeding in combination with mulching with straw, or equivalent material, at a thickness of two (2) to four (4) inches mixed with the top two (2) inches of soil.
3. All disturbed areas shall, as a minimum, be maintained by water to minimize the generation of dust.

(continued on next page)

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Site Grading

1. The site shall, at all times, be graded and maintained such that all storm water runoff is controlled by erosion and sediment control measures.
2. All areas used for material stockpile, be it fill/excavated materials, stone, or otherwise, are to be stabilized, and shall have silt fence with hay bales installed per the details provided in the plans, or by equivalent measures, around their entire perimeter.

Final Site Work

1. Permanent vegetation (i.e., seed and mulch, sod, etc.) to be installed on all exposed areas within ten (10) days after final grading.
2. Upon completion of construction, but prior to final acceptance, all construction waste and debris shall be removed from the site and all paved roadways and/or parking areas shall be swept clean of all sediment.
3. Temporary erosion and sediment control measures shall remain in place and be maintained until such time when all up-grade areas have been permanently stabilized.

To be completed by Contractor/Subcontractor #(s): 1
(See Page 8).

Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.

See plans and detailed description of all controls on Page 3 of this SWPPP.

To be completed by Contractor/Subcontractor #(s): 1
(See Page 8).

Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.

See plans and detailed description of all controls on Page 3 of this SWPPP.

To be completed by Contractor/Subcontractor #(s): 1
(See Page 8).

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Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.

No major earthwork proposed.

Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.

No permanent stormwater management controls are proposed.

To be completed by Contractor/Subcontractor #(s): 1
(See Page 8).

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Describe in detail controls for the following potential pollutants.

Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	<p>All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.</p> <p>To be completed by Contractor/Subcontractor #(s):</p> <p style="text-align: center;">1</p> <p>(See Page 8).</p>
Offsite vehicle tracking from construction entrances/exits:	<p>Off-site vehicle tracking of sediments and dust generation will be minimized via a stabilized rock construction entrance, sweeping of the rights-of-way adjacent to the disturbed project area and the use of water for dust control.</p> <p>To be completed by Contractor/Subcontractor #(s):</p> <p style="text-align: center;">1</p> <p>(See Page 8).</p>
The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	<p>Such products will be used at a minimum and in accordance with the manufacturer's suggested minimum effective application rates.</p> <p>To be completed by Contractor/Subcontractor #(s):</p> <p style="text-align: center;">1</p> <p>(See Page 8).</p>
The storage, application, generation and migration of all toxic substances:	<p>A spill prevention plan shall be developed by the Contractor. All paints and other chemicals will be stored in a secured, weather-proof location.</p> <p>To be completed by Contractor/Subcontractor #(s):</p> <p style="text-align: center;">1</p> <p>(See Page 8).</p>
Other:	<p>Port-o-lets will be placed away from storm sewer systems, storm inlet(s), and other storm water conveyance features. No heavy vehicle maintenance shall be conducted onsite without adequate protective measures to prevent release of or intrusion into the soils by oils, gases, fluids, and other contaminants.</p> <p>To be completed by Contractor/Subcontractor #(s):</p> <p style="text-align: center;">1</p> <p>(See Page 8).</p>

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Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.

Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent:

- Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier.
- Maintenance shall be performed on the rock entrance when any void spaces are full of sediment.
- Temporarily seeded areas of the site that become bare shall be reseeded to meet specifications.
- Sod that has been washed out shall be replaced immediately.
- Maintain all other areas of the site with proper controls as necessary.

To be completed by Contractor/Subcontractor #(s): _____ 1 _____
(See Page 8).

Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).

Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site at least once every 7 calendar days or within 24 hours of the end of a rainfall event that is 0.50 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.

To be completed by Contractor/Subcontractor #(s): _____ 1 _____
(See Page 8).

Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from firefighting activities do not have to be listed or described.

There is the potential for the the following non-storm water discharges, among other unforeseen discharges, to occur from the site during construction period: water from water line flushing and pavement wash water (where no spills or leaks of toxic or hazardous materials have occurred). If said discharges do occur, they will be directed to a temporary sediment basin prior to discharge. Turbid water shall not be pumped directly into the receiving system. Any pumped water shall be treated so as to not allow a discharge of polluted storm water. Treatment can include silt fences, settling ponds or other appropriate means.

To be completed by Contractor/Subcontractor #(s): _____ 1 _____
(See Page 8).

This SWPPP must clearly identify, for each measure identified within the SWPPP, the contractor(s) or subcontractor(s) that will implement each measure. All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:

“I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder.”

Name/Title	Signature	Company Name, Address and Phone Number	Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Stormwater Pollution Prevention Plan Inspection Report Form

Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name: _____

FDEP NPDES Stormwater Identification Number: _____

Location	Rain data	Type of control (see below)	Date installed / modified	Current Condition (see below)	Corrective Action / Other Remarks
Site Perimeter					
Drainage Inlets/Structures					
Stabilized Access					
Stockpile/Laydown					
Storm Water Pond					

Condition Code:

G = Good

M = Marginal, needs maintenance or replacement soon

P = Poor, needs immediate maintenance or replacement

C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sandbag
7. Subsurface drain	16. Curb and gutter	25. Hay Bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Riprap	

Inspector Information:

Name

Qualification

Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Responsible Authority)

Date

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SECTION 02230 – SITE CLEARING

PART 1 – GENERAL

1. RELATED DOCUMENTS:

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.
- B. FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT SPECS), SECTION 110, LATEST EDITION. WORK SHALL COMPLY WITH REQUIREMENTS OF FDOT SPECS AS MODIFIED HEREIN. REFERENCES TO MEASUREMENT AND PAYMENT DO NOT APPLY.

2. SUMMARY:

- A. THIS SECTION INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - 1. PROTECTION OF EXISTING TREES INDICATED TO REMAIN.
 - 2. REMOVAL OF TREES AND OTHER VEGETATION.
 - 3. TOPSOIL STRIPPING.
 - 4. CLEARING AND GRUBBING.
 - 5. REMOVING ABOVE-GRADE IMPROVEMENTS.
 - 6. REMOVING BELOW-GRADE IMPROVEMENTS.
- B. EXTENT OF SITE CLEARING SHALL BE AS INDICATED ON DEMOLITION PLAN UNLESS OTHERWISE NOTED OR INSTRUCTED. REMOVE ALL ITEMS THAT INTERFERE WITH NEW CONSTRUCTION
- C. OBTAIN AND PAY FOR ALL PERMITS THAT MAY BE REQUIRED BY ANY AUTHORITY HAVING JURISDICTION.

3. PROJECT CONDITIONS:

- A. TRAFFIC: CONDUCT SITE-CLEARING OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PRIOR APPROVAL.
- B. PROTECTION OF EXISTING IMPROVEMENTS: PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED TO REMAIN IN PLACE.
 - 1. PROTECT IMPROVEMENTS ON ADJOINING PROPERTIES, SCHOOL BOARD PROPERTY, AND ADJOINING RIGHTS-OF-WAY.
 - 2. RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION.

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- C. PROTECTION AND PRUNING OF EXISTING TREES AND VEGETATION: PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, SKINNING OR BRUISING OF BARK, SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE, EXCESS FOOT OR VEHICULAR TRAFFIC, OR PARKING OF VEHICLES WITHIN DRIP LINE. PROVIDE TEMPORARY GUARDS TO PROTECT TREES AND VEGETATION TO BE LEFT STANDING. SUBMIT PLANS DETAILING THE TEMPORARY GUARDS TO THE ENGINEER. FOR ANY TREE DESIGNATED TO BE SAVED PRIOR TO CONSTRUCTION THAT IS DAMAGED BEYOND SALVAGE BY THE CONTRACTOR'S FORCES, A SUM OF \$150.00 PER INCH DIAMETER WILL BE PAID BY THE CONTRACTOR TO THE OWNER.
1. WATER TREES AND OTHER VEGETATION TO REMAIN WITHIN LIMITS OF CONTRACT WORK AS REQUIRED TO MAINTAIN THEIR HEALTH DURING COURSE OF CONSTRUCTION OPERATIONS.
 2. PROVIDE PROTECTION FOR ROOTS OVER 1-1/2 INCH IN DIAMETER THAT ARE CUT DURING CONSTRUCTION OPERATIONS. COAT CUT FACES WITH AN EMULSIFIED ASPHALT OR OTHER ACCEPTABLE COATING FORMULATED TO USE ON DAMAGED PLANT TISSUES. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT ROOTS FROM DRYING OUT, COVER WITH EARTH AS SOON AS POSSIBLE.
 3. REPAIR OR REPLACE TREES AND VEGETATION INDICATED TO REMAIN THAT ARE DAMAGED BY CONSTRUCTION OPERATIONS IN A MANNER ACCEPTABLE TO ENGINEER. EMPLOY A LICENSED ARBORIST, AS NEEDED, TO REPAIR DAMAGED TREES AND SHRUBS.
 4. REPLACE TREES THAT CANNOT BE REPAIRED AND RESTORED TO FULL-GROWTH STATUS, AS DETERMINED BY ARBORIST.
 5. TRIM ALL LIMBS OF TREES TO REMAIN TO A POINT 10'-0" FROM ANY NEW STRUCTURE OR AS DIRECTED BY THE ARCHITECT IN THE FIELD. THE 10'-0" POINT SHALL BE MEASURED IN A VERTICAL PLANE. CONSULT WITH THE ARCHITECT PRIOR TO PERFORMING ANY TREE TRIMMING.
4. EXISTING UTILITIES AND OTHER SERVICES:
- A. LOCATIONS AND ELEVATIONS OF UTILITIES SHOWN ON PLANS ARE TO BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL EMPLOY THE USE OF GROUND PENETRATING RADAR (GPR) EQUIPMENT BY A QUALIFIED COMPANY AND PERSONNEL TO LOCATE, IDENTIFY AND PROTECT EXISTING UNDERGROUND UTILITIES IN THE AREA OF WORK. ANY UTILITIES SPOTTED SHALL BE DRAWN ON THE SITE PLAN PROVIDED BY THE ARCHITECT/ENGINEER AND SUBMITTED AS PART OF THE "AS-BUILT" DRAWINGS. COST OF GPR LOCATES SHALL BE INCLUDED IN THE CONTRACTORS BASE BID. NOTIFY UTILITY AND ARCHITECT/ENGINEER OF CONFLICTS BETWEEN EXISTING AND PROPOSED FACILITIES.
 - B. COORDINATE RELOCATION OF EXISTING PUBLIC UTILITIES REQUIRED ON NEW CONSTRUCTION. UNLESS OTHERWISE NOTED RELOCATION COSTS SHALL BE AT EXPENSE OF UTILITY.

5. MONUMENTS:

- A. PROVIDE PROTECTION FOR ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION.
- B. COORDINATE REFERENCE BY A FLORIDA REGISTERED LAND SURVEYOR OF CORNERS AND MONUMENTS IN CONFLICT WITH WORK AND IN DANGER OF BEING COVERED, DAMAGED OR DESTROYED.
- C. RESTORE DISTURBED CORNERS AND MONUMENTS TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE WORK.

PART 2 – PRODUCTS

NOT APPLICABLE TO THIS SECTION.

PART 3 – EXECUTION

1. SITE CLEARING:

- A. GENERAL: REMOVE TREES, SHRUBS, GRASS, AND OTHER VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS, AS REQUIRED, TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE SIMILAR ITEMS ELSEWHERE ON SITE OR PREMISES AS SPECIFICALLY INDICATED. REMOVAL INCLUDES DIGGING OUT AND OFF-SITE DISPOSAL OF STUMPS AND ROOTS.
 - 1. CAREFULLY AND CLEANLY CUT MINOR ROOTS AND BRANCHES OF TREES INDICATED TO REMAIN IN A CLEAN AND CAREFUL MANNER WHERE SUCH ROOTS AND BRANCHES OBSTRUCT INSTALLATION OF NEW CONSTRUCTION.
- B. TOPSOIL: TOPSOIL IS DEFINED AS SURFACE SOIL FOUND NORMALLY TO A DEPTH OF AT LEAST 4 INCHES. SATISFACTORY TOPSOIL IS REASONABLY FREE OF SUBSOIL, CLAY LUMPS, STONES, AND OTHER OBJECTS OVER 2 INCHES IN DIAMETER, AND WITHOUT WEEDS, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.
 - 1. STRIP TOPSOIL TO WHATEVER DEPTHS ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER OBJECTIONABLE MATERIAL. REMOVE HEAVY GROWTHS OF GRASS FROM AREAS BEFORE STRIPPING.
 - a. WHERE EXISTING TREES ARE INDICATED TO REMAIN, LEAVE EXISTING TOPSOIL IN PLACE WITHIN DRIP LINES TO PREVENT DAMAGE TO ROOT SYSTEM.
 - 2. STOCKPILE TOPSOIL AND OTHER REUSABLE SOILS IN STORAGE PILES IN AREAS INDICATED OR DIRECTED. CONSTRUCT STORAGE PILES TO PROVIDE FREE DRAINAGE OF SURFACE WATER. COVER STORAGE PILES, IF REQUIRED, TO PREVENT WIND EROSION.
- C. CLEARING AND GRUBBING: CLEAR SITE OF TREES, SHRUBS, AND OTHER VEGETATION, EXCEPT FOR THOSE INDICATED TO BE LEFT STANDING.

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1. COMPLETELY REMOVE STUMPS, ROOTS, AND OTHER DEBRIS PROTRUDING THROUGH GROUND SURFACE.
 2. USE ONLY HAND METHODS FOR GRUBBING INSIDE DRIP LINE OF TREES INDICATED TO REMAIN.
 3. FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL, UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED.
 - a. PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING 6 INCHES LOOSE DEPTH, AND THOROUGHLY COMPACT EACH LAYER TO A DENSITY EQUAL TO ADJACENT ORIGINAL GROUND.
- D. REMOVAL OF IMPROVEMENTS: REMOVE EXISTING ABOVE-GRADE AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION AND OTHER WORK AS INDICATED.
1. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION DEBRIS EXCEPT IN A LOCKED, FENCED STORAGE AREA APPROVED BY THE OWNER. DEBRIS IN STORAGE AREA MUST BE REMOVED ON A WEEKLY BASIS.
2. DISPOSAL OF WASTE MATERIALS:
- A. BURNING: BURNING IS PERMITTED ON OWNER'S PROPERTY. ALL NECESSARY PERMITS AND AUTHORIZATION FOR BURNING OPERATIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 - B. REMOVAL FROM OWNER'S PROPERTY: REMOVE WASTE MATERIALS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNER'S PROPERTY, AND DISPOSE OF OFF SITE IN A LEGAL MANNER.

END OF SECTION

SECTION 02300 – EARTHWORK

PART 1 - GENERAL

1. GENERAL:
 - A. PERFORM EXCAVATION, FILLING, COMPACTING, GRADING, AND DEWATERING OPERATIONS AS REQUIRED FOR BELOW-GRADE IMPROVEMENTS AND TO ACHIEVE CONTOURS AND ELEVATIONS INDICATED. PROVIDE TRENCHING AND BACKFILL FOR MECHANICAL AND ELECTRICAL WORK AND UTILITIES.
 - B. PROVIDE SUITABLE FILL FROM OFFSITE IF ON-SITE QUANTITIES ARE INSUFFICIENT, AND DISPOSE OF EXCESS FILL OFFSITE.
2. SUBMITTALS:
 - A. SUBMIT FOR APPROVAL TEST REPORTS.
3. QUALITY ASSURANCE:
 - A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, AND STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

PART 2 – PRODUCTS

1. MATERIALS:
 - A. FILL: MATERIALS SHOULD BE RELATIVELY CLEAN SANDS WITH LESS THAN 12 PERCENT FINES (MATERIAL PASSING THE NO. 200 SIEVE), AND FREE OF NON-SOIL MATERIALS AND ROCK FRAGMENTS LARGER THAN 3 INCHES IN DIAMETER. TARGET MAX. DRY DENSITY OF AT LEAST 100 LBS/CU. FT IN STRUCTURAL AREAS.

PART 3 – EXECUTION

1. EXCAVATION:

- A. LOCATIONS AND ELEVATIONS OF UTILITIES SHOWN ON PLANS ARE TO BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL EMPLOY THE USE OF GROUND PENETRATING RADAR (GPR) EQUIPMENT BY A QUALIFIED COMPANY AND PERSONNEL TO LOCATE, IDENTIFY AND PROTECT EXISTING UNDERGROUND UTILITIES IN THE AREA OF WORK. ANY UTILITIES SPOTTED SHALL BE DRAWN ON THE SITE PLAN PROVIDED BY THE ARCHITECT/ENGINEER AND SUBMITTED AS PART OF THE “AS-BUILT” DRAWINGS. COST OF GPR LOCATES SHALL BE INCLUDED IN THE CONTRACTORS BASE BID. NOTIFY UTILITY AND ARCHITECT/ENGINEER OF CONFLICTS BETWEEN EXISTING AND PROPOSED FACILITIES.
- B. EXCAVATION IS UNCLASSIFIED AND INCLUDES EXCAVATION TO SUBGRADE REGARDLESS OF MATERIALS ENCOUNTERED. REPAIR EXCAVATIONS BEYOND ELEVATIONS AND DIMENSIONS INDICATED.
- C. MAINTAIN STABILITY OF EXCAVATIONS; PROVIDE SHORING AND BRACING AS REQUIRED BY AUTHORITIES HAVING JURISDICTION. PREVENT SURFACE AND SUBSURFACE WATER FROM ACCUMULATING IN EXCAVATIONS. STOCKPILE SATISFACTORY MATERIALS FOR REUSE, ALLOW FOR PROPER DRAINAGE AND DO NOT STOCKPILE MATERIALS WITHIN DRIP LINE OF TREES TO REMAIN.

2. EARTHWORK:

- A. GROUNDWATER MUST BE LOWERED AND CONTINUOUSLY MAINTAINED AT A MINIMUM DEPTH OF 3 FEET BELOW THE WORKING ELEVATION TO PERMIT SUBGRADE PREPARATION AND FOUNDATION EXCAVATION AND CONSTRUCTION. ALTHOUGH DEWATERED, THE SUBGRADE WILL REMAIN SATURATED AND SUSCEPTIBLE TO DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. UNDERCUTTING, STABILIZATION, AND REPLACEMENT OF UNSTABLE SOILS WILL LIKELY BE NECESSARY.
- B. COMPACT MATERIALS WITHIN 2% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D1557 BY AERATION OR WETTING TO THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY:
 - 1. STABILIZED SUBGRADE: TOP 12” OF EXPOSED SUBGRADE AND EACH SUBGRADE LAYER TO 98% OF MAXIMUM DRY DENSITY.
- C. PLACE ACCEPTABLE FILL MATERIALS IN LAYERS NOT MORE THAN 12" LOOSE DEPTH FOR MATERIALS COMPACTED BY HEAVY EQUIPMENT AND NOT MORE THAN 6" LOOSE DEPTH FOR MATERIALS COMPACTED BY HAND EQUIPMENT TO SUBGRADES INDICATED.
- D. GRADE TO WITHIN 1/2" ABOVE OR BELOW REQUIRED SUBGRADE AND WITHIN A TOLERANCE OF 1/2" IN TEN FEET.

3. TESTING:

- A. PAYMENT FOR TESTING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- B. LABORATORY TESTS SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER AND REPORTS OF RESULTS SHALL BE SENT DIRECTLY TO THE ENGINEER. FOR EACH TEST THAT FAILS TO MEET THE SPECIFIED DENSITY, ONE ADDITIONAL TEST SHALL BE MADE AFTER ADDITIONAL COMPACTION WORK IS PERFORMED.
- C. LABORATORY TESTS:
 - 1. SIEVE TESTS IN ACCORDANCE WITH STANDARD METHODS ASTM D422 AND ASTM D1140
 - 2. DETERMINE MAXIMUM DENSITIES AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH STANDARD METHODS ASTM D1557
- D. DENSITY OF FILL SHALL BE DETERMINED BY IN-PLACE DENSITY TESTS MADE IN ACCORDANCE WITH THE THIN-WALL TUBE, NUCLEAR OR SAND CONE TESTING METHODS (ASTM D2937, D2922, OR D1556 RESPECTIVELY).
- E. ONE TEST PER 2,500 SQUARE FEET AND EACH LIFT OF FILL IS REQUIRED, WITH TEST LOCATIONS WELL DISTRIBUTED THROUGHOUT THE FILL MASS. WHEN FILLING IN SMALL AREAS, AT LEAST ONE TEST PER DAY PER AREA SHOULD BE REQUIRED.
- F. TESTING FOR WORK PREVIOUSLY COMPLETED BY OTHERS:
 - 1. FILL MATERIAL PLACED IN SCOPE OF WORK PREVIOUSLY COMPLETED BY OTHERS HAVE BEEN TESTED IN GENERAL ACCORDANCE WITH THIS SPECIFICATION AND SHOWN TO PASS THE MINIMUM REQUIREMENTS OF PARAGRAPH 2.B ABOVE.
 - 2. CONTRACTOR REMAINS RESPONSIBLE FOR COMPACTION AND TESTING OF SOILS WITHIN THE BUILDING PAD IN ACCORDANCE WITH THIS SPECIFICATION. THIS REQUIREMENT APPLIES TO THE EXPOSED ON-GRADE PAD PREVIOUSLY COMPLETED BY OTHERS AND TO SOILS EXPOSED OR DISTURBED BY EXCAVATION FOR FOOTINGS, PITS, UTILITIES OR OTHERWISE.

END OF SECTION

SECTION 02740- ASPHALT PAVING

PART 1 –GENERAL

1. RELATED DOCUMENTS:

- A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND OTHER SPECIFICATION SECTIONS IN THE PROJECT MANUAL, APPLY TO WORK OF THIS SECTION. THE STANDARD SPECIFICATIONS REFERENCED IN THIS SECTION REFER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

2. DESCRIPTION OF WORK:

- A. EXTENT OF PREPARED SUBGRADE, BASE AND ASPHALT CONCRETE PAVING WORK IS SHOWN ON DRAWINGS.

3. SUBMITTALS:

- A. MATERIAL CERTIFICATES: PROVIDE COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS. PROVIDE DESIGN MIX FOR EACH TYPE OF ASPHALT CONCRETE PAVING COURSE FOR APPROVAL BY THE PROJECT CIVIL ENGINEER.

4. QUALITY ASSURANCE:

- A. CODES AND STANDARDS: COMPLY WITH FDOT STANDARD SPECIFICATIONS, LATEST EDITION, AND WITH LOCAL GOVERNING REGULATIONS IF MORE STRINGENT THAN HEREIN SPECIFIED.

5. SITE CONDITIONS:

- A. WEATHER LIMITATIONS: APPLY PRIME AND TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50 DEG.F AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35 DEG.F FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS AN EXCESS OF MOISTURE.
- B. CONSTRUCT ASPHALT COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40 DEG.F AND WHEN BASE IS DRY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30 DEG.F AND RISING.

6. GRADE CONTROL: ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS.

PART 2 – PRODUCTS

1. MATERIALS:

- A. GENERAL: USE LOCALLY AVAILABLE MATERIALS.
- B. BASE COURSE: OPTIONAL BASE COURSE MATERIALS MEETING THE REQUIREMENTS OF FDOT SECTION 285.

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- C. SURFACE COURSE: SUPERPAVE ASPHALT CONCRETE MEETING THE REQUIREMENTS OF FDOT SECTION 334.
- D. ASPHALT CEMENT BINDER SHALL MEET THE REQUIREMENTS OF FDOT SECTION 916.
- E. PRIME AND TACK COATS: BITUMINOUS, MEETING THE REQUIREMENTS OF FDOT SECTION 300.
- F. MARKINGS: PAINTED MARKINGS SHALL MEET THE REQUIREMENTS OF THE ACRYLIC SURFACING SYSTEM MANUFACTURER.

PART 3 - EXECUTION

1. SURFACE PREPARATION:

- A. REMOVE LOOSE MATERIAL FROM COMPACTED BASE SURFACE IMMEDIATELY BEFORE APPLYING PRIME COAT.
- B. PROOF ROLL PREPARED BASE SURFACE TO CHECK FOR UNSTABLE AREAS AND AREAS REQUIRING ADDITIONAL COMPACTION.
- C. NOTIFY ARCHITECT/ENGINEER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT BASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
- D. PRIME COAT: APPLY AT RATE OF 0.15 TO 0.20 GAL. PER SQ. YD., OVER COMPACTED BASE. APPLY MATERIAL TO PENETRATE AND SEAL, BUT NOT FLOOD, SURFACE. CURE AND DRY AS LONG AS NECESSARY TO ATTAIN PENETRATION AND EVAPORATION OF VOLATILE.
- E. TACK COAT:
 - 1. APPLY TO CONTACT SURFACES OF PREVIOUSLY CONSTRUCTED ASPHALT OR PORTLAND CEMENT CONCRETE AND SURFACES ABUTTING OR PROJECTING INTO ASPHALT CONCRETE PAVEMENT. DISTRIBUTE AT RATE OF 0.05 TO 0.15 GAL. PER SQ. YD. OF SURFACE.
 - 2. ALLOW TO DRY UNTIL AT PROPER CONDITION TO RECEIVE PAVING.
 - 3. EXERCISE CARE IN APPLYING BITUMINOUS MATERIALS TO AVOID SMEARING OF ADJOINING CONCRETE SURFACES. REMOVE AND CLEAN DAMAGED SURFACES.

2. PLANT MIX ASPHALTIC SURFACE COURSE:

- A. GENERAL: THIS ITEM SHALL CONSIST OF A WEARING SURFACE CONSTRUCTED OF ASPHALTIC CONCRETE ON A PREPARED BASE, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- B. JOB MIX FORMULA: PER THE SPECIFIED FDOT SECTION FOR STRUCTURAL AND SURFACE COURSES.
- C. THICKNESS: THE THICKNESS OF THE SURFACE SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS. THIS REQUIREMENT SHALL BE CHECKED BY CORES AND WHERE A DEFICIENCY OF MORE THAN 1/4" EXISTS, THE CONTRACTOR SHALL BE REQUIRED TO CORRECT THE DEFICIENCY EITHER BY REPLACING THE FULL

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THICKNESS OR OVERLAYING THE AREA TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.

3. PLACING MIX:

- A. GENERAL: PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF. SPREAD MIXTURE AT MINIMUM TEMPERATURE OF 225 DEG.F (107 DEG.C). PLACE INACCESSIBLE AND SMALL AREAS BY HAND.PLACE EACH COURSE TO REQUIRED GRADE, CROSS-SECTION, AND COMPACTED THICKNESS.
- B. JOINTS: MAKE JOINTS BETWEEN OLD AND NEW PAVEMENTS, OR BETWEEN SUCCESSIVE DAYS' WORK, TO ENSURE CONTINUOUS BOND BETWEEN ADJOINING WORK.CONSTRUCT JOINTS TO HAVE SAME TEXTURE, DENSITY AND SMOOTHNESS AS OTHER SECTIONS OF ASPHALT CONCRETE COURSE.CLEAN CONTACT SURFACES AND APPLY TACK COAT.

4. ROLLING:

- A. GENERAL:
 - 1. BEGIN ROLLING WHEN MIXTURE WILL BEAR ROLLER WEIGHT WITHOUT EXCESSIVE DISPLACEMENT.
 - 2. COMPACT MIXTURE WITH HOT HAND TAMPERS OR VIBRATING PLATE COMPACTORS IN AREAS INACCESSIBLE TO ROLLERS.
- B. BREAKDOWN ROLLING: PERFORM BREAKDOWN ROLLING WITH STEEL WHEEL ROLLER IMMEDIATELY FOLLOWING ROLLING OF JOINTS AND OUTSIDE EDGE. CHECK SURFACE AFTER BREAKDOWN ROLLING, AND REPAIR DISPLACED AREAS BY LOOSENING AND FILLING, IF REQUIRED, WITH HOT MATERIAL.
- C. SECOND PASS ROLLING: PERFORM SECOND PASS ROLLING WITH PNEUMATIC RUBBER TIRE ROLLER IMMEDIATELY FOLLOWING BREAKDOWN ROLLING, WHILE MIXTURE IS HOT AND UNTIL MIXTURE HAS BEEN THOROUGHLY COMPACTED.
- D. FINISH ROLLING: PERFORM FINISH ROLLING WITH STEEL WHEEL ROLLER WHILE MIXTURE IS STILL WARM ENOUGH FOR REMOVAL OF ROLLER MARKS. CONTINUE ROLLING UNTIL ROLLER MARKS ARE ELIMINATED AND COURSE HAS ATTAINED MAXIMUM DENSITY.
- E. PATCHING: REMOVE AND REPLACE PAVING AREAS MIXED WITH FOREIGN MATERIALS AND DEFECTIVE AREAS.CUT-OUT SUCH AREAS AND FILL WITH FRESH, HOT ASPHALT CONCRETE.COMPACT BY ROLLING TO MAXIMUM SURFACE DENSITY AND SMOOTHNESS.
- F. PROTECTION:
 - 1. AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED.
 - 2. ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS COOLED ENOUGH NOT TO BECOME MARKED.

5. MARKINGS

- A. SEE SECTION 02000 - TENNIS COURT SURFACING AND ACCESSORIES FOR MARKINGS.

6. FIELD QUALITY CONTROL:

A. GENERAL:

1. TEST IN-PLACE ASPHALT CONCRETE COURSES FOR COMPLIANCE WITH REQUIREMENTS FOR THICKNESS AND SURFACE SMOOTHNESS. REPAIR OR REMOVE AND REPLACE UNACCEPTABLE PAVING AS DIRECTED BY ARCHITECT/ENGINEER. CONTRACTOR TO REPLACE ASPHALT REMOVED FOR TESTING PURPOSES.
2. SHOULD ANY WORK OR MATERIALS FAIL TO MEET THE REQUIREMENTS SET FORTH IN THE PLANS AND SPECIFICATIONS, CONTRACTOR SHALL PAY FOR RETESTING OF SAME.
3. ONE CORES AND DENSITY TEST PER 750 SY OF IN PLACE ASPHALT, OR FRACTION THEREOF, SHALL BE PERFORMED TO DETERMINE PAVEMENT THICKNESS AND DENSITY. DENSITY TEST AND DETERMINATIONS SHALL BE PER FDOT STANDARD SPECIFICATIONS. CONTRACTOR SHALL PROVIDE TEST REPORTS TO ARCHITECT.

B. THICKNESS:

1. IN-PLACE COMPACTED THICKNESS WILL NOT BE ACCEPTABLE IF EXCEEDING FOLLOWING ALLOWABLE VARIATION FROM REQUIRED THICKNESS:
 - A. STRUCTURAL COURSE: 1-1/2", PLUS OR MINUS.
 - B. SURFACE COURSE: 1", PLUS OR MINUS.

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C. SURFACE SMOOTHNESS:

1. TEST FINISHED SURFACE OF EACH ASPHALT CONCRETE COURSE FOR SMOOTHNESS, USING 10' STRAIGHTEDGE APPLIED PARALLEL WITH, AND AT RIGHT ANGLES TO CENTERLINE OF PAVED AREA. SURFACES WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING TOLERANCES FOR SMOOTHNESS.
 - A. BASE COURSE SURFACE: 1/4".
 - B. WEARING COURSE SURFACE: 3/16".
2. CHECK SURFACE AREAS AT INTERVALS AS DIRECTED BY ARCHITECT/ENGINEER.

END OF SECTION

SECTION 02920 - SODDING AND SEEDING

PART 1 – GENERAL

1. SUMMARY:

- A. FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND SERVICES FOR ALL SODDING AND/OR SEEDING WITHIN DISTURBED AREAS, IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS.
- B. COMPLETELY COORDINATE WITH WORK OF ALL OTHER TRADES.
- C. LOCATION OF WORK
 - 1. ESTABLISH LAWNS BY SODDING ON ALL DISTURBED AREAS, AS INDICATED ON THE CONSTRUCTION PLANS, WHICH ARE NOT OCCUPIED BY OTHER PLANTING OR CONSTRUCTION.
 - 2. ALL DISTURBED AREAS NOT INDICATED TO BE SODDED ON THE CONSTRUCTION PLANS SHALL BE SEEDED AND SUBSEQUENTLY COVERED WITH DISC-ANCHORED MULCH.
 - 3. EXISTING SODDED AREAS WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RE-SODDED TO MATCH EXISTING.

2. QUALITY ASSURANCE:

- A. ALL SEED USED SHALL BE LABELED IN ACCORDANCE WITH U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT IN EFFECT ON THE DATE OF INVITATION FOR BIDS. ALL SEED SHALL BE FURNISHED IN SEALED STANDARD CONTAINERS, UNLESS EXCEPTION IS GRANTED IN WRITING BY THE OWNER. SEED WHICH HAS BECOME WET, MOLDY, OR OTHERWISE DAMAGED IN TRANSIT OR IN STORAGE SHALL NOT BE USED.
- B. FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL, UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS. ANY FERTILIZER WHICH BECOMES CAKE OR OTHERWISE DAMAGED, MAKING IT UNSUITABLE FOR USE, SHALL NOT BE USED.
- C. SOD, SEED, FERTILIZER AND OTHER GRASSING MATERIALS SHALL BE STORED UNDER COVER AND PROTECTED FROM DAMAGE WHICH WOULD MAKE THEN UNACCEPTABLE FOR USE.

3. SUBMITTALS:

- A. CERTIFICATES FOR SOD AND SEED STATING BOTANICAL AND COMMON NAMES AND PERCENTAGES OF EACH SPECIES PERCENTAGE OF EACH SPECIES PERCENTAGE OF PURITY. CERTIFICATE OF QUALITY.
- B. GUARANTEE.

PART 2 – PRODUCTS

1. MATERIALS:

- A. TOPSOIL: IF THE QUANTITY OF EXISTING STORED OR EXCAVATED TOPSOIL IS INADEQUATE FOR PLANTING, SUFFICIENT ADDITIONAL TOPSOIL SHALL BE FURNISHED. TOPSOIL FURNISHED SHALL BE A NATURAL, FERTILE, FRIABLE SOIL, POSSESSING CHARACTERISTICS OF REPRESENTATIVE PRODUCTIVE SOILS IN THE VICINITY. IT SHALL BE OBTAINED FROM NATURALLY WELL-DRAINED AREAS. TOPSOIL SHALL BE WITHOUT ADMIXTURE OF SUBSOIL AND FREE FROM JOHNSON GRASS (SORGHUM HALEPENSE), NUT GRASS (CYPERUS ROTUNDUS) AND OBJECTIONABLE WEEDS AND TOXIC SUBSTANCES
- B. SOIL AMENDMENTS
1. LIME: GROUND LIMESTONE (DOLOMITE) SHALL CONTAIN NOT LESS THAN 85 PERCENT OF TOTAL CARBONATES, AND SHALL BE GROUND TO SUCH A FINENESS THAT 50 PERCENT WILL PASS A 100-MESH SIEVE AND 90 PERCENT WILL PASS A 20-MESH SIEVE.
2. FERTILIZER: FERTILIZER SHALL BE 16-16-16 FORMULATION. THE NITROGEN SHALL BE 60% UREA-FORMALDEHYDE FORM. FERTILIZER SHALL CONFORM TO THE APPLICABLE STATE FERTILIZER LAWS AND SHALL BE GRANULATED SO THAT 80 PERCENT IS HELD ON A 16-MESH SCREEN, UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING.
3. MULCH: CLEAN HAY OR FRESH STRAW MULCH.
- C. SOD: THE SOD SHALL BE BERMUDA (STANDARD, NOT 419). THE SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL HAVE A THICK MAT OF ROOTS WITH ENOUGH ADHERING SOIL TO ASSURE GROWTH. APPLY SOD WITHIN 48 HOURS OF CUTTING OR STACK AND KEEP MOIST. DO NOT PLANT DORMANT SOD OR IF GROUND IS FROZEN. RYE GRASS OF ANY OTHER SEEDS ARE NOT TO BE USED TO OVERCAST OR REPAIR SOD.
- D. GRASS SEED
1. SEED SHALL MEET FEDERAL SPECIFICATIONS JJJ-S-18 AND SHALL SATISFY THE FOLLOWING REQUIREMENTS:
- | <u>SEED</u> | <u>PURE SEED</u> | <u>HARD SEED</u> | <u>WEED SEED</u> |
|------------------------|------------------|------------------|------------------|
| PENSACOLABAHIA | 85% | 15% | 0.25% |
| (80% MIN. GERMINATION) | | | |
2. SEED FAILING TO MEET THE PURITY OR GERMINATION REQUIREMENTS BY NOT MORE THAN TWENTY-FIVE PERCENT MAY BE USED, BUT THE QUANTITY SHALL BE INCREASED TO YIELD THE REQUIRED RATE OF PURE LIVE SEED. SEED FAILING TO MEET THE WEED SEED REQUIREMENTS SHALL NOT BE USED.
- E. WATER: POTABLE, FREE OF SUBSTANCES HARMFUL TO GROWTH.

PART 3 – EXECUTION

1. JOB CONDITIONS:

- A. PERFORM SODDING AND SEEDING DURING CONDITIONS CONDUCTIVE TO SUCCESSFUL RESULTS.
- B. PROVIDE PROPER AND ADEQUATE PROTECTION.
- C. DO NOT SOD OR SEED WHEN TEMPERATURE IS BELOW 32°F.
- D. DO NOT SOD OR SEED ON FROZEN OR DRIED SOIL.

2. SOIL PREPARATION:

- A. LIMIT PREPARATION TO AREAS WHICH WILL BE PLANTED OR GRASSED SOON AFTER PREPARATION.
- B. LOOSEN SURFACE TO MINIMUM DEPTH OF 4 INCHES (100 MM).
- C. REMOVE STONES AND DEBRIS OVER 1 INCH (25 MM) IN ANY DIMENSION.
- D. SPREAD LIME UNIFORMLY OVER APPROPRIATE AREAS AT RATE OF 50 LB./1000 SF (0.23 KG/SM) AND INCORPORATE WITH TOPSOIL.
- E. DISTRIBUTE FERTILIZER UNIFORMLY OVER AREAS TO BE SEEDED AT RATE OF 30 LB./1000 SF (0.14 KG/SM).
 - 1. INCORPORATE FERTILIZER INTO SOIL TO DEPTH OF AT LEAST 2 INCHES.
- F. CLEAN SURFACE OF SUBSTANCES WHICH WILL INTERFERE WITH TURF DEVELOPMENT OR SUBSEQUENT MOWING OPERATIONS.
- G. GRADE SWALE AREAS TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORMLY FINE TEXTURE.
 - 1. ROLL AND RAKE, REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES.
 - 2. FINE GRADE JUST PRIOR TO PLANTING.
- H. RESTORE LAWN AREAS TO SPECIFIED CONDITION IF ERODED OR OTHERWISE DISTURBED BETWEEN FINE GRADING AND PLANTING.
- I. IF FERTILIZER APPLICATION RATE IS DETERMINED (BY INVOICES SUBMITTED) TO BE LESS THAN REQUIRED, APPLY ADDITIONAL FERTILIZER.

3. INSTALLATION:

A. SOD

1. WITHIN 24 HOURS AFTER SOIL PREPARATION HAS BEEN COMPLETED, THE SOD SHALL BE PLACED FIRMLY AND CAREFULLY BY HAND. EACH PIECE OF SOD SHALL BE PACKED TIGHTLY AGAINST THE EDGE OF ADJACENT PIECES SO THAT THE FEWEST POSSIBLE GAPS WILL BE LEFT BETWEEN THE PIECES. UNAVOIDABLE GAPS SHALL BE CLOSED WITH SMALL PIECES OF SOD.
2. SOD SHALL BE PLACED BEGINNING AT THE TOE OF THE SLOPE WITH THE LONG EDGE HORIZONTAL AND WITH STAGGERED VERTICAL JOINTS. THE EDGE OF THE SOD SHALL BE TURNED SLIGHTLY INTO THE GROUND AT THE TOP OF A SLOPE AND A LAYER OF EARTH PLACED OVER IT AND COMPACTED SO AS TO CONDUCT THE SURFACE WATER OVER AND ONTO THE TOP OF THE SOD.
3. ON ALL SLOPES 4:1 OR STEEPER, IN DRAINAGE CHANNELS, AND ON ANY AREAS THAT ARE IN SUCH CONDITION THAT THERE IS DANGER OF SOD SLIPPING, SOD SHALL BE STAKED IN PLACE BY DRIVING STAKES FLUSH WITH THE SOD. STAKING SHALL BE DONE CONCURRENTLY WITH SOD PLACEMENT AND PRIOR TO TAMPING BY THE USE OF SOUND WOODEN STAKES APPROXIMATELY 1 INCH SQUARE OR 1 INCH IN DIAMETER AND NOT LESS THAN 12 INCHES IN LENGTH. THE NUMBER OF STAKES SHALL BE SUFFICIENT TO PREVENT SLIPPING OR DISPLACEMENT OF THE SOD. STAKES SHALL BE DRIVEN PERPENDICULAR TO THE SLOPE. WHERE BACKFILL IS NECESSARY ON CUT SLOPES TO OBTAIN A UNIFORM SODDING AREA, STAKES SHALL BE OF SUFFICIENT LENGTH TO REACH A MINIMUM OF 3 INCHES INTO THE SOLID EARTH UNDERNEATH THE BACKFILL.
4. AFTER THE SOD HAS BEEN PLACED, AND STAKED WHERE NECESSARY, IT SHALL THEN BE TAMPED CAREFULLY AND FIRMLY BY COMMONLY ACCEPTED MEANS. EXTREME CARE SHALL BE TAKEN TO PREVENT THE INSTALLED SOD FROM BEING TORN OR DISPLACED.

B. SEED

1. SHALL BE APPLIED AT THE RATE OF 6 LBS./1000 SQ. FT.
2. SEEDED AREAS SHALL BE MULCHED AT THE RATE OF NOT LESS THAN 1-1/2" LOOSE MEASUREMENT OVER ALL SEEDED AREAS. SPREAD BY HAND, BLOWER, OR OTHER SUITABLE EQUIPMENT. MULCH SHALL BE CUT INTO THE SOIL WITH EQUIPMENT CAPABLE OF CUTTING THE MULCH UNIFORMLY INTO THE SOIL. MULCHING SHALL BE DONE WITHIN 24 HOURS OF THE TIME SEEDING IS COMPLETED.
3. ROLLING: AFTER SEEDING AND MULCHING, A CULTIPACKER, TRAFFIC ROLLER, OR OTHER SUITABLE EQUIPMENT SHALL BE USED FOR ROLLING THE GRASSED AREAS. AREAS SHALL THEN BE WATERED WITH A FINE SPRAY.

4. MAINTENANCE:

- A. MAINTAIN LAWNS UNTIL FINAL ACCEPTANCE AFTER PLANTING.
 - 1. WATER, FERTILIZATION, WEED, MOW, EDGE, TRIM, ROLL, RE-GRADE, REPLANT AS REQUIRED. SOD THAT IS BROWN OR SPARSELY COVERED 10 DAYS AFTER LAYING WILL NOT BE ACCEPTED AND MUST BE REPLACED.
 - 2. ESTABLISH A SMOOTH, HEALTHY, UNIFORM, CLOSE STAND, FREE OF ERODED OR BARE AREAS, WEEDS, AND SURFACE IRREGULARITIES.
- B. MOW LAWNS AS SOON AS THERE IS ENOUGH TOP GROWTH TO CUT WITH MOWER SET AT RECOMMENDED HEIGHT.
 - 1. REPEAT MOWING AS REQUIRED TO MAINTAIN HEIGHT. BOARD WILL ASSUME MOWING AT TIME OF SOD ACCEPTANCE.
 - 2. DO NOT MOW WHEN GRASS IS WET.
 - 3. DO NOT MOW LOWER THAN 1 ½".
- C. RE-SOD, RE-SEED OR SEED BARE, DEAD, OR DYING AREAS USING SAME MATERIALS SPECIFIED.
- D. THE SCHOOL BOARD OF SANTA ROSA COUNTY RESERVES THE RIGHT TO EXCLUDE FROM FUTURE BIDS, SOD AND GRASSING SUBCONTRACTORS WHO INSTALL SPARSE OR DYING SOD AND DO NOT REPLACE IT WITHIN 10 DAYS OF NOTICE. SUBCONTRACTORS CAN ALSO BE EXCLUDED FOR FAILURE TO FOLLOW SPECIFICATIONS TO INCLUDE POOR JOINING OF SOD.

END OF SECTION