

**Request for Qualifications**

**At-Risk Construction Management Services**

**Baars Technology Building Replacement Project – Phase 2**

**RFQ 7-2020/2021**



**Due: July 22, 2021 @ 2:00 PM, Local Time**

This document serves to provide interested parties with specific information as to the procedures for selection of Professional Services in compliance with F.S. 287.055, Consultant's Competitive Negotiation Act.

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### **REQUEST FOR QUALIFICATIONS**

The District Board of Trustees of Pensacola State College located at 1000 College Blvd., Pensacola, FL 32504, in accordance with Florida Statute 287.055 is accepting sealed qualifications ("Statements of Qualifications") for At-Risk Construction Management (CM and/or CMAR) Services, **Baars Technology Building Replacement Project – Phase 2 on the Main campus.**

These services are further described on the Scope of Work page of the Request for Qualifications. The size, scope and complexity of projects under this contract will be determined based upon the specific requirements of each project as determined by Pensacola State College.

Questions regarding responses to this Request for Qualifications should be in writing by email to the Director of Purchasing at [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) by the date listed in the RFQ Schedule. The College will respond in writing to all who inquire.

Statement of Qualifications shall be delivered in person or by mail/courier service to the College's Office of Purchasing & Auxiliary Services, Attn: Ted Young, Bldg. 7, Room 737, 1000 College Blvd., Pensacola, FL 32504, by the date listed within the RFQ Schedule. The Request for Qualifications number, description, and the Firm's name and address must be on the outside of the sealed envelope. After the closing time, Firms' Statements of Qualifications will be opened for the sole purpose of recording the names of the Firms submitting their written Statements of Qualifications and to deliver all timely received Statements of Qualifications to the Selection Committee.

Public meetings are listed on the RFQ Schedule and will be held at 1000 College Blvd., Building 7, Room 736B, Pensacola, FL 32504.

Posting of this RFQ can be found on the College Website: <https://www.pensacolastate.edu/about-psc/business-psc/> and VendorLink Website: <https://www.myvendorlink.com/common/default.aspx>.

Any Firm requiring special accommodations at any of the public meetings regarding this Request for Qualifications due to a disability or physical impairment should contact Ted Young, Director of Purchasing & Auxiliary Services, [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) at least three (3) working days prior to any meeting.

Any Statement of Qualifications received after the specified time and date shall not be considered; additionally, any Statement of Qualifications submitted orally, telephonically, e-mailed, faxed, or modified shall not be accepted. All Statements of Qualifications may be submitted in person or by mail/courier service to the specified address by the specified deadline. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Receipt of proposal can be confirmed by calling the College Purchasing Office at (850) 484-1779. The District Board of Trustees of Pensacola State College, reserves the right to waive minor, nonmaterial irregularities in any or all Statements of Qualifications and accept or reject, in part or in full, any or all Statements of Qualifications.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel related to this solicitation is permitted. All communications are to be directed to the Director of Purchasing. Any such unauthorized contact may result in the disqualification of the Respondent's submittal.

Any changes or clarifications to requirements resulting from written questions shall be issued by official addenda. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the College in the official addenda format. Where there appears to be a conflict between the solicitation and any addenda issued, the last written addenda issued shall prevail.

### **PROJECT DESCRIPTION**

Work performed under this proposal will include, but not be limited to complete construction services for the approximate 46,133 square foot new Baars Technology Building Replacement Project – Phase 2 and all related site improvements at the College’s Main Campus. This Project has a free-standing 2-story building with a third level connecting bridge space connecting to the existing Phase 1 Baars Building.

The College reserves the right to negotiate the expansion of the scope of work to include other related and/or minor projects at any time during the term of the contract.

It is the intention of the College to take advantage of the tax savings program available to them through Owner Direct Purchase of materials for this project. It is desirable that the CM selected is familiar with this process.

Conditions of the Contract used with the Agreement: AIA A201, General Conditions of the Contract; Exhibit A (to this RFQ), Section 00 80 00, Supplementary General Conditions; Exhibit B (to this RFQ), Section 00 82 00, Special Conditions will be used with this Contract.

### **Architect/Engineer**

The College has contracted with Florida Architects, Inc. to provide architect/engineer services for the project. The A/E shall retain all normal Architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration services as called for in their contract with the College.

### **Method of Compensation**

It is the College’s intent to negotiate a contract with the CM based on professional fees for pre-construction and construction phase services using the construction management at risk with Guaranteed Maximum Price (GMP) delivery process. The agreement between the College and the CM will be a form of agreement where the basis of payment is the cost of the work plus a fee then converted to a GMP upon substantial completion of the contract documents and successful negotiations with the CM. The Project will be “open book” with all savings, including unused contingency savings from value engineering, direct purchase tax savings, and buy-out savings returned to the College.

### **SCOPE OF WORK**

Initial Construction Management services shall consist of pre-construction services during the planning phase. The College intends to retain the same Construction Manager for the construction phase of the project. The CM will work in concert with the College and the A/E towards the successful completion of the project on schedule, within the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the authorities having jurisdiction.

The CM through in-house staff and subcontractors/contractors will serve as a Construction Manager/Contractor and provide all construction management services and activities necessary for the construction and occupancy of the project.

The services described in this Request are representative of the services required. A comprehensive specification of the scope of services required will be stated in the final agreement between the College and CM.

## **Construction Management Services to be provided:**

### **1. Pre-Construction Phase**

Pre-Construction Phase Services shall include, but are not limited to the following:

- A. Work with Architect's team, College personnel and College's Building Official to determine affordability and constructability.
- B. Submit for approval by the Architect and the College's Representatives applicable cost and time savings incentive programs.
- C. Review design documents to minimize errors and omissions and provide value engineering recommendations as necessary.
- D. Prepare cost estimates and update as needed up to establishing the Guaranteed Maximum Price.
- E. Coordinate with Architect to finalize the construction documents.
- F. Prepare for approval a schedule of proposed hourly rates to be used in assessing the Construction Manager's fixed fee for pre-construction services.
- G. Review the current budget issues and guarantee a maximum price based on the one hundred percent (100%) complete Construction Documents and successful negotiations with the College. The Guaranteed Maximum Price will include the Construction Manager fees for their construction services and all other project related construction costs.
- H. Establish the master project schedule identifying all different phases and all milestone items.

### **2. Bidding and Award Phase Services**

Any costs associated with Bidding and Award Phase Services should be included in General Conditions costs negotiated as part of the GMP.

Bidding and Award Phase Services shall include, but are not limited to the following:

- A. Develop bidding requirements necessary to assure time, cost and quality control during construction.
- B. Advertise and distribute bidding documents for subcontractor participation.
- C. Schedule and conduct pre-bid conferences in conjunction with the Architect.
- D. Monitor bidder activity to insure adequate contractor and vendor participation.
- E. Receive, and open/record bid proposal in the presence of the College, and analyze bids for presentation to the project team.
- F. Reconcile variations between bids and the construction budget.
- G. Contract with qualified successful bidders for construction.
- H. Establish the final GMP upon completion of subcontractor bid process.

### **3. Construction Phase Services**

Construction Phase Services shall include, but are not limited to the following:

- A. Develop requirements for safety, quality assurance, and schedule adherence.
- B. Schedule and conduct pre-construction conferences in conjunction with the Architect.
- C. Maintain on-site staff for construction management.
- D. Maintain a system for tracking the timely submittal, review and approval of submittals.
- E. Coordinate, conduct and document regular construction meetings.
- F. Prepare and submit change order documentation for approval of the Architect and the College.
- G. Maintain on-site records and submit monthly progress reports to Architect and the College.
- H. Maintain quality control and ensure conformity to contract documents.
- I. Administration of the construction contract and reconciliation with the construction budget.

- J. Arrange for and comply with permits and inspections required by authorities having jurisdiction.
- K. Develop and maintain a detailed design and construction schedule (CPM).
- L. Documentation of activities associated with the administration, management and construction, and College audit requirements.
- M. Monthly certification of all work in place and approval of all contractor and vendor payment requests in conjunction with the Architect.
- N. Develop record and close-out documents for presentation to the Architect and College upon project completion.
- O. Coordinate, schedule, receive, and document the ordering of equipment and materials for construction utilizing the Owner Direct Purchasing program.

#### **4. Closeout and Warranty Phase Services**

Closeout and Warranty Phase Services shall include, but are not limited to the following:

- A. Resolution of punch-list items.
- B. Coordinate post-completion activities, including commissioning, the assembly of guarantees, manuals, closeout documents, as-built documents, training, as specified and reviewed by the Architect for the College's final acceptance.
- C. Monitor, coordinate and resolve all warranty complaints to the satisfaction of the College during the one-year general warranty period. Orchestrate the 11-month warranty walk-through with the College and Architect.

#### **RFQ SCHEDULE**

<b>TIME</b>	<b>DAY/DATE</b>	<b>DESCRIPTION</b>
	<b>June 22, 2021</b>	<b>Advertise RFQ</b>
2:00 PM	July 9, 2021	Questions regarding RFQ due
2:00 PM	<b>July 22, 2021</b>	<b>RFQ due</b>
2:00 PM	July 28, 2021	Meeting to review, rank, and Shortlist Proposals
8:00 AM	August 12, 2021	Interview Shortlist and Final Ranking
5:00 PM	August 17, 2021	Final ranking approved by Board of Trustees and approval to negotiate and execute a contract.

## **PROPOSAL EVALUATION CRITERIA**

Award of any contract(s) will be based on the following criteria, as addressed in the Statement of Qualifications by the Firm. References to “project” in the evaluation criteria are related to potential projects within the services described in this Request for Qualifications.

1. **Construction Management Team (45 Points)**

List the makeup of your team, including the names and addresses of assigned key personnel, and any sub consultants. The College will be looking for the experience level and background of team members and the degree to which previous experience demonstrates the ability to provide the services in a professional and timely manner. Indicate who in your team will be the primary contact person for the College.

2. **Previous Experience (25 points)**

Provide descriptions of recent projects, for which your team has been the lead project manager, including details of cost, and relevance to the project. Outline your team’s experience with Higher Education projects.

3. **Services and Quality Control (15 Points)**

List all services your firm can provide to the College. The College will rely on you to provide a high-quality product and to ensure that the contractor meets the Contract Documents. Explain how you will maintain high quality design and enforce high quality construction.

4. **References (15 Points)**

List four clients for whom you have provided services in the past five (5) years on projects of similar scope and complexity. These references should have had direct contact with the primary staff proposed on this project. Give a brief scope of work for each project. Provide the contact person’s name, current telephone number and email address. Provide two clients and contractor references for projects currently under construction, or completed within the last year, including contact names and current telephone numbers and email address.

## **EVALUATION PROCESS**

1. **EVALUATION METHOD:**

- A. The College will appoint an evaluation committee to evaluate proposals, and to recommend a ranked short list of finalists to start the interview process outlined below.
- B. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College’s decisions will be final.
- C. The evaluation committee will evaluate and rank all responsive written proposals to determine which proposals best meets the needs of the College based on the evaluation criteria.

2. **NON-RESPONSIVE PROPOSALS:**

- A. Non-responsive proposals will be rejected by the Purchasing Department, and may not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Nonresponsive proposals may include, but are not limited to the following:
  - 1. Failure to sign the proposal
  - 2. Failure to acknowledge addenda (unless all changes are not material)
  - 3. Failure to provide required submittals/documentation
  - 4. Submission of a late proposal
  - 5. Firm does not meet Minimum requirements

3. **SHORT LISTING:**

- A. Upon completion of the evaluation of all written proposals, the evaluation committee shall recommend a ranked short list of firms.
- B. Only those firms with the highest scores rated in accordance with the above criteria and their weights will be ranked.
- C. The list of short-listed firms will be posted in the Office of Purchasing and Auxiliary Services and may be posted to/in additional areas.

4. **NOTIFICATION OF SHORTLISTING:**

- A. An email will be sent to those firms who have been short listed, notifying them of their rank.

5. **INTERVIEWS:**

The short-listed firms will be requested to make a presentation to the selection committee. The CM is responsible for managing the presentation including arranging for any materials required (the content and form of the presentation is to be designed by the CM). During the presentation, the CM is to address and demonstrate the CM's capabilities in each area indicated in the criteria above and as explained below. The Selection Committee will arrange for a room to hold the presentation; all CM's presentations will be held in the same room and each team will be given the same amount of time.

Interviews will be ranked 1<sup>st</sup> = 1 point, 2<sup>nd</sup> = 2 points, 3<sup>rd</sup> = 3 points, 4<sup>th</sup> = 4 points, etc. by each committee member. The firm with the lowest score for the presentation will be recommended for award.

The District Board of Trustees of the College will consider and approve the order of selection of the firms based upon the recommendation of the Selection Committee. Once the board has approved the final rankings, the Board shall authorize one or more persons to engage the highest ranked firm in negotiations for the purposes of establishing a pre-construction services fee and a percentage fee for overhead and profit for the life of the contract.

Should the College be unable to negotiate a satisfactory contract with the highest ranked firm at a price the College determines to be fair, competitive and reasonable, the College shall formally terminate negotiations and then undertake negotiations with the next highest ranked firm. Failing to reach accord with the second most qualified firm, the College shall formally terminate negotiations with such firm and then undertake negotiations with the next highest ranked firm.

**INTERVIEW EVALUATION CRITERIA:**

A. **Understand of Needs**

Each CM will be expected to demonstrate their knowledge of any site conditions, permit conditions, and any other local conditions that have bearing on the project during the presentation.

B. **Overall Approach and Methods**

The CM is expected to reflect the approach and methods the team will use during the design and construction phases of the project during the presentation. The method(s) used to illustrate the approach and methods of the session are to be similar to the approach the CM will use throughout the project should the team be awarded it.

C. **Schedule and Cost Control Abilities**

The CM is to use the presentation to demonstrate how cost and schedule controls will be exercised during the project.

**D. Proposed Project Staff Functions**

The CM is to demonstrate throughout the presentation which employees will perform the different functions required during the project. It is strongly encouraged that the key personnel described in the organizational chart attend and participate in the presentation and demonstrate to the committee the functions that each individual will perform during the project.

**E. Financial Statements**

One copy of the company's **financial statements** for the last **three (3) years** is required. Internally prepared, compiled, reviewed and audited statements are acceptable. The College may require the Firm to submit additional financial information if necessary, for evaluation.

**INSTRUCTIONS FOR PREPARING PROPOSALS**

1. **RESPONSE REQUIREMENTS:** To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that the Statements of Qualifications are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.

- A. To be considered, one (1) original and eight (5) copies as well as one (1) digital on either a CD-ROM or USB flash media in PDF format of each Statement of Qualifications must be received at the Office of Purchasing & Auxiliary Services, Attn: Ted Young, 1000 College Blvd., Pensacola, FL 32504 no later than the date and time listed on the RFQ Schedule. Statements of Qualifications should be mechanically bound.
- B. Do not alter the RFQ in any way. Do not take it apart to use it in sections of your proposal. The entire RFQ will become part of the final contract between the College and the Firm.
- C. The complete Statement of Qualifications responding to the RFQ must include a completed signature page (Section C.).
- D. The Statement of Qualifications shall be signed by a person or persons legally authorized to bind the Firm to a contract. A Statement of Qualifications submitted by an agent shall have a current Power-of-Attorney attached certifying agent's authority to bind Firm.

2. **PROPOSAL FORMAT:**

- A. For ease of evaluation:
  1. The proposal should be submitted on 8 ½ x 11 paper
  2. Portrait Orientation
  3. With headings and sections numbered
  4. The sections should be separated by divider tabs for easier reference
  5. Ensure all information is typewritten
- B. The proposal should be divided by tabs into sections with references to parts of the RFQ done on a section by-section basis.



### 3. PROPOSAL SUBMITTAL:

#### A. Basic Submittal Information:

1. **Letter of Intent:** This letter will summarize in a brief concise manner that the firm understands the Scope of Work and makes a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority.
2. **Acknowledgement of Addenda:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable.
3. **Signature Page**
4. **Qualifications Certification Form**
5. **W9 Form**
6. **Corporate Information:** If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Florida.
7. **Subsidiaries:** Name any subsidiary or affiliated companies in which the principals have a financial interest. Explain in detail the principal's interest in this company.
8. **History of Firm:** Indicate in chronological order the firm's history.
9. **Disputes, litigation, and defaults:** Applicant shall disclose the results and amounts of settlement of any prior litigation, arbitration, mediation or other claims involving the Applicant or its principals or any consultants for a period of five years prior to the submission of this proposal.
10. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
11. **Drug Free Workplace (DFW):** If applicable, provide a statement concerning the firm's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
12. **Properly signed Public Entities Crime Statement**

#### B. Construction Management Team:

1. **Organizational Chart:** Provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full time and part time.
2. **Principal's Credentials:** List experience of each principle within the firm assigned to this project. Include current job description, resume, education/college degrees, licenses, and professional certifications. Indicate the number of years with the company and if all experience is while employed by the firm's firm.
3. **Project Personnel:** Designate persons that will be assigned to this project. For each of the project personnel, provide the following information:
  1. Name, title and assignment for this project
  2. Resume which includes:
    - A. Number of years with this company

- B. Number of years with other company(s)
  - C. Experience: Names of projects, types of projects, and size of projects specific project involvement.
- 3. Education/Degrees earned
- 4. Active registration/certification/licenses
- 5. Current job description
- 6. Other experience and qualifications which are relevant to this project
- 7. Percentage of time assigned to this project
- 4. **Support Personnel:** Provide details on the qualifications of the individuals who will perform the support work on the project. List experience of each support person on the firm assigned to this project including current job description, resume, college degrees, and professional certificates. Indicate the number of years with this company and if all experience is while employed by the firm's firm.
- 5. **Sub-Consultants:** Include your major sub-consultants qualifications/information.

**C. Previous Experience:**

This submission should include:

- 1. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size, geographic location in relation to the project, and the office that will support the contract for this project. Detail any information that would give the firm an advantage in completing this project. Describe your firm's experience with Owner Direct Purchases as an integral part of the acquisition of materials and equipment during project construction.
- 2. **Current Projects:** List all "in progress" projects currently under contract. Indicate the project start date, percent completed and scheduled completion date.
- 3. **Recently Completed Projects:** Provide the following information for five recently completed projects that best illustrate the experience of the firm and the current staff assigned this project.
  - A. Project name
  - B. Project location
  - C. Project scope
  - D. Owner
  - E. Owner contact person and title
  - F. Owner telephone
  - G. Email address
  - H. Original and final contract amounts
  - I. Explain differences in contract amounts
  - J. Firm's responsibility
  - K. Type of project
  - L. Completion dates
    - 1. Original
    - 2. Revised
    - 3. Actual
  - M. Explain differences in completion dates
  - N. Principal in charge

#### **D. Services and Quality Control**

List Services firm can perform with in-house staff. Detail how you maintain high quality design and enforce high quality construction which complies with the specifications.

#### **E. References:**

1. Provide four clients you have provided services for in the past five (5) years with similar scope and complexity.
  - A. Provide contact information
  - B. Provide scope of work for the project
2. Provide two client and two Architect references for projects currently under construction or completed within the last year.
  - A. Provide contact information
  - B. **(Do not include as a reference):**
    - References which are located in foreign countries.
    - Pensacola State College faculty or staff members.

#### **F. Insurance:**

This submission should include:

1. A certificate of insurance that confirms workers compensation, general liability and property damage insurance as required by law.

#### **G. Bonding:**

This submission shall include the firm's current bonding capacity available for this project.

#### **GENERAL CONDITIONS**

Professional firms submitting qualifications must be certified, licensed and insured to do business in the State of Florida in compliance with Florida Statutes.

**Firms: To insure acceptance of the proposal, follow these instructions.**

**SEALED QUALIFICATIONS:** The number of the proposal and the date of opening shall be shown on the envelope containing each proposal. Firms are requested to show their name and address on the envelope. All proposals are subject to the conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope. **Telegraphic (fax, email, telegraph, telephone) proposals will not be accepted.**

1. **EXECUTION OF QUALIFICATIONS:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by firms and attached to the proposal.
2. **NUMBER OF COPIES:** Firms shall submit one (1) original and five (5) copies as well as one (1) digital copy on either a CD-ROM or USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/container marked as stated in the Proposal

Submission clause. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the selection committee.

3. **QUALIFICATIONS PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Regardless of the outcome of this RFQ, all Statements of Qualifications submitted in response to this RFQ, conference attendance and visits to Pensacola State College are at the sole expense of the Firm.
4. **QUALIFICATIONS SUBMISSION:** The College will receive proposals at the Office of Purchasing & Auxiliary Services. The outside of the sealed envelope/container must be identified as follows:
  - Firm's name
  - Return address
  - RFQ number and title
  - Due date and time
5. **DUE DATE AND TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.  
**Receipt of the proposal in the Office of Purchasing & Auxiliary Services after the date and time specified, due to failure by the firm to provide the above information on the outside of the envelope/container shall result in the rejection of the firm's proposal.**  
The firm may submit the proposal in person or by mail/courier service. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals.
6. **REGISTRATION:** Firms who obtain RFQ documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to firms who receive RFQ documents from other sources. Failure to register as a prospective firm may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.
7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Firms of all changes in scheduled due dates by written addendum.
8. **REVISIONS AND AMENDMENTS:** The College reserves the right to revise, amend the specifications and/or drawings, or both, prior to the date set for opening of RFQ. Such revisions and amendments, if any, will be announced by an addendum to the RFQ. If the revisions and amendments are of a nature which require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the RFQ may be postponed by such number of days as in the opinion of the Director of Purchasing that will enable Firms to revise their RFQ. In such cases the addendum will include an announcement of the new RFQ opening date. The firms shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All firms must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all firms must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm's firm or any of its branches.
10. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between firms. Proposals in which the prices obviously are unbalanced may be subject to rejection.

11. **PROPOSAL WITHDRAWAL**: Firms may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Firms may also withdraw their proposals in person or through an authorized representative. Firms and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Withdrawn Statements of Qualifications may be resubmitted up to the time designated for the receipt of Statements of Qualifications provided that they are then fully in conformance with the requirements of the RFQ. Once opened, all proposals become the property of the College and will not be returned to the firms.
12. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted to <http://www.pensacolastate.edu/about-psc/business-psc/> and it will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
13. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any firm after the stated due date of a formal presentation to the selection committee, unless specifically requested by the College.
14. **CONTRACTUAL AGREEMENT**: This Request for Qualifications in its entirety shall be included and incorporated in the final contract awarded as a result of this Request for Qualifications. The order for contract precedence will be the contract, proposal document and response. Any and all legal actions associated with this Request for Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. In the event the language in the contract itself should conflict with the terms of this RFQ, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this RFQ. The College reserves the right to enter into one contract with a single firm for all services, or award multiple contracts to multiple firms, whichever is in the best interest of the College and based on the criteria listed in this RFQ, pursuant to 119.071 (2), Florida Statutes.
15. **PUBLIC RECORDS**: Upon award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Firms are hereby notified that any part of the Statements of Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
16. **INQUIRIES/INTERPRETATIONS**: All firms shall carefully examine the RFQ documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Director of Purchasing no later than the date specified within the RFQ schedule. Any interpretation or changes to the RFQ will be made in the form of a written addendum to the RFQ and will be furnished to all firms. Such inquiries regarding this RFQ must be submitted in writing (via email, fax or hand delivery) to the College's Director of Purchasing. The College will provide written answers via email to the questions in the form of a written addendum to all firms who have received the RFQ. The College will not be responsible for any instructions made by any employee(s) of the College in regard to this RFQ outside of a written addendum.
17. **QUALIFIER'S CONDITIONS**: The Board specifically reserves the right to reject any conditional proposal.
18. **SUB-CONTRACTING**: Where a firm does not have the capability or the time to complete the work required under this proposal "in house", sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplated for use will be included as part of the proposal. This process is needed so that the college can be

assured and in agreement that the sub-contractor(s) can complete the work to the desired quality and in a timely manner.

19. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened on the date and time specified herein unless changed by Addendum. A Proposal may not be altered after the opening of the Proposals. A late modification of the proposal from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of proposals, a selection committee will select qualified candidates based on criteria contained herein. At the discretion of the Director of Purchasing, qualified short-listed responders will be contacted to give oral presentations after the initial review of all proposals.
20. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
21. **ADVERTISING:** In submitting a proposal, the firm agrees not to use the results therefrom as a part of any commercial advertising unless permission in writing is granted by the College.
22. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFQ prior to their performance, it shall be the responsibility of the firm to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
23. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where firms are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the firm will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The firm shall be liable for any damages or loss to the Board occasioned by negligence of the firm (or agent) or any person the firm has designated in the completion of the contract as a result of his or her proposal.
24. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
25. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days immediate cancellation may be made. Pensacola State College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
26. **TERMINATION:**  
The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities.  
After a receipt of a Termination Notice, except as otherwise directed by the College, the Firm shall:
  - Stop orders/work on the date and to the extent specified.
  - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
  - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.

- Continue and complete all parts of the work that have not been terminated.

If a contract is awarded as a result of this RFQ and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked firm or to issue a new RFQ, whichever is determined to be in the best interest of the College.

27. **SEVERABILITY**: If any provision of a contract resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
28. **PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-firm or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By signing the proposal, the vendor attests they have not been placed on the convicted vendor list.
29. **ACCEPTANCES AND REJECTION**: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that firm who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any firm who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award.
30. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.
31. **DISPUTES AND PROTESTS**: In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
32. **FAMILIARITY WITH LAWS**: All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
33. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following department has been designated to handle inquiries regarding non-discrimination policies: Office of Institutional Diversity at (850) 484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504

34. **MINORITY BUSINESS ENTERPRISE PARTICIPATION:** The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be disbarred from bidding with Pensacola State College for thirty-six (36) months pursuant to 287.094 Florida Statutes. Contractors should take all necessary and reasonable steps to ensure minority businesses have the opportunity to compete and perform contract for the College in a nondiscriminatory environment. The awarded contractor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.
35. **DEFAULT:** In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. Further, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
36. **INVOICING AND PAYMENT:** Payment will be made by the College after the service awarded to a firm has been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submit to the Architect for certification who will then forward to Accounts Payable at the address indicated on the purchase order.
  - All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
  - The invoice shall also contain the firm's Federal Employer Identification Number (F.E.I.N.).
  - Pensacola State College terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
  - The College reserves the right to pay invoices via credit card payment.
37. **ANTI-DISCRIMINATION:** The firm certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
38. **OSHA:** The firm warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
39. **AFFIRMATION:** By submission of a proposal, the firm affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Firm agrees to abide by all conditions of this RFQ and the resulting contract.
40. **INDEMNIFICATION:** To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes. The firm, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item



manufactured by the firm. Further, if such a claim is made or is pending, the firm may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the firm and receive reimbursement. If the firm used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

41. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Pensacola State College.
42. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm's Statement of Qualifications, the Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Firm from future contracts with Pensacola State College for a period up to five (5) years.
43. **OPEN COMPETITION:** The College encourages free and open competition among Firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with  
the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Firm's signature on its Statement of Qualifications guarantees that the Firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
44. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
45. **DEBARMENT:** Pensacola State College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.
46. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this RFQ for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
47. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the

contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.

48. **SELECTION PROCESS:** The successful Firm will be selected based on the evaluation criteria described in the applicable sections of this Request for Qualifications.
49. **ASSIGNMENT:** Neither this Request for Qualifications nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Qualifications shall be assigned by Firm without prior written consent of the College.
50. **FIRM WARRANTY OF ABILITY TO PERFORM:** Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.
51. **INDEPENDENT FIRM:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Firm the agent or representative of the College for any purpose in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed.
52. **QUALIFICATIONS MODIFICATION:** A Firm may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Purchasing & Auxiliary Services, Attn: Ted Young before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the Firm's name.
53. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Ted Young, Director of Purchasing & Auxiliary Services (850) 484-1794.
54. **PROPOSED MATERIALS:** The material submitted in response to the Request for Qualifications becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the Firm.
55. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
56. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this RFQ.
57. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this RFQ taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Firm suspect any error, omission, or discrepancy in the specifications or instructions, the Firm shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The Firm is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the RFQ.
58. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the RFQ.
59. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statement of Qualification and in particular to reject a Statement of Qualifications not accompanied by data required by the RFQ or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
60. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the Firm to perform the work. Please provide references as stated in the Previous Experience

section of the Instructions for Preparing Proposals in this RFQ, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.

61. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall lie in Escambia County, Florida.
62. **PERFORMANCE AND PAYMENT BOND:** For individual projects at \$200,000 or more, a payment and a performance bond shall be in a sum not less than 100% of the project amount where the bonding company would be required to complete the contract to its expiration and pay any additional premium cost involved for a second contractor to complete the work. The College must be completely satisfied with the surety company and the surety company must be licensed to conduct business in the State of Florida. The bonds, along with the appropriate Power of Attorney, shall be delivered to the Director of Purchasing no later than 7 calendar days after receipt of the notice to award of the project.
63. **TAX EXEMPTION**  
The College does not pay federal, excise, and state sale taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557294C-2 and FEID # 59-1207555.
64. **INSURANCE REQUIREMENTS**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

**A. Minimum Limits:**

1. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. The Contractor shall provide builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on causes of loss special form policy, and shall include coverage for reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, subcontractor and sub-subcontractor in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project site, other than any of the Contractor's office trailer(s). In addition, such insurance shall cover portions of the Work stored off the site, after written approval from the College, at the value established in the approval, and

portions of the Work in transit. The District Board of Board of Trustees, Pensacola State College shall be named as additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.

The deductible under the policy shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then such insurance shall include boiler and machinery coverage, written on an ISO form or its equivalent.

A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.

6. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:

- a. Personal Injury Liability: \$500,000 Each Person and \$1,000,000 Each

Occurrence

- b. Bodily Injury Liability: \$500,000 Each Person and \$1,000,000 Each

Accident

- c. Property Damage Liability: \$100,000 per Claimant and \$500,000 per

Occurrence.

A copy of the policies shall be filed with the College, with the signed construction contract. This insurance shall include the interests of the College, the Contractor, Subcontractor, and Sub subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall affect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

**B. Conditions:**

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Vice President Business Affairs or designee may verify ratings at A.M. Best's website: [www.ambest.com/](http://www.ambest.com/)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.

5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's subcontractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

1. **MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

2. **GOVERNMENTAL ENTITIES:**

In the event the firm is a governmental entity, different insurance requirements may apply.

**SIGNATURE PAGE**

(Please type or print clearly in ink for reproduction purposes)

<b>IDENTIFICATION</b> Company Name			Type of Service
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #	web page address	
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
<b>OWNERSHIP</b> Please check all applicable boxes Company is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable boxes <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, Bangladesh) <input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
<b>Attach current MBE/WBE Certifications</b> (Note: Pensacola State College requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)			
<b>SIZE INFORMATION</b> Please check one only. <input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> Corporation <input type="checkbox"/> Individual, Self-Employed <input type="checkbox"/> Partnership, Joint Venture			
<u>Name (Print):</u>  <u>Signature:</u>			

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications and Pensacola State College's Purchase Order Terms and Conditions.

**STATEMENT OF NON-SUBMITTAL OF QUALIFICATIONS**

This company elects to submit a "NO PROPOSAL" for this Request for Qualifications for the following reason(s):

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Signature

---

Name/Title

---

Legal Name of Firm

---

Mailing Address

---

City / State / Zip

---

Telephone Number

**DRUG FREE WORKPLACE**

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
\_\_\_\_\_ does:

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 proposed 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 proposal, the employee 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 any controlled substance law of the United States or any state 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 is 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.

\_\_\_\_\_  
Firm's Signature

\_\_\_\_\_  
Date



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**QUALIFICATIONS CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum\_\_\_\_\_ Dated\_\_\_\_\_

Addendum\_\_\_\_\_ Dated\_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Firm\_\_\_\_\_

Mailing Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Please return to Pensacola State College with your proposal.

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**DISPUTES DISCLOSURE FORM**

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

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2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_

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*If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.*

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved? \_\_\_\_\_

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I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

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Company Name

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Date

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Authorized Signature

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Title

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## **PUBLIC ENTITY CRIMES**

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

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

This sworn statement is submitted to:

\_\_\_\_\_  
(Print name of the public entity)

By \_\_\_\_\_  
(Print name of entity submitting sworn statement)

Whose business address is?

\_\_\_\_\_  
And (if applicable) its' Federal Employer Identification No. (FEIN) is:

\_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

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 and 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 proposal or contract for goods or services to be provided to any public entity or an 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.

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 charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

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.

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 proposals or applies to proposal 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.

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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in 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, 1989.

\_\_\_\_\_ 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, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it 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**).

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_. My commission expires \_\_\_\_\_ (Type of identification)

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(Printed, typed and/or stamped commissioned name of Notary Public)

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

## **SECTION 00 80 00 – SUPPLEMENTARY GENERAL CONDITIONS**

### **SUPPLEMENTS TO A.I.A. DOCUMENT A201, 2007 EDITION GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION TABLE OF CONTENTS:**

ARTICLE 1:	General Provisions
ARTICLE 2:	Owner
ARTICLE 3:	Contractor
ARTICLE 4:	Architect
ARTICLE 5:	Subcontractors
ARTICLE 6:	Construction by Owner or By Separate Contractors
ARTICLE 7:	Changes In The Work
ARTICLE 8:	Time
ARTICLE 9:	Payments and Completion
ARTICLE 10:	Protection of Person and Property
ARTICLE 11:	Insurance and Bonds
ARTICLE 12:	Uncovering and Correction of Work
ARTICLE 13:	Miscellaneous Provisions
ARTICLE 14:	Termination or Suspension of the Contract
ARTICLE 15:	Claims and Disputes
ARTICLE 16:	Equal Opportunity

### **GENERAL**

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2007 Edition. The A.I.A Document A201, 2007 Edition is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Sub-Subparagraph shall remain in effect.

### **ARTICLE 1: GENERAL PROVISIONS:**

#### **1.1 BASIC DEFINITIONS:**

##### **1.1 Supplement Paragraph 1.1 as follows:**

"1.1.1.1 The General Contractor's and Subcontractor's Proposal Forms as accepted by the Owner shall be a part of the Contract Documents.

1.1.9 "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 "Diagrammatic", as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 "Product", as used in these Contract Documents, includes materials, systems and equipment."

#### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:**

##### **1.2.1 Delete subsection entirely and substitute the following:**

"1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the Contractor and Subcontractors shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as listed. Large scale plans, sections, and details take precedence over smaller scaled items.

Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all of the items involved under any trade are mentioned in one or several sections or on one or several drawings.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor in more than one Section, unless he shall have obtained a written decision from the Construction Manager prior to the bid. The Construction Manager will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the Contractor and Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Architect prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification.

1.2.1.4 The Contractor, and Subcontractors shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Subcontractors shall notify the Contractor before time of submitting bid. The Contractor will notify and resolve the issues with the Architect prior to submitting a guaranteed maximum price, or Bid Proposal to the Owner. Should conflict occur in or between Drawings and Specifications; Contractor and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of bid proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.

1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Architect.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to the Architect for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS.

1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Contractor and Subcontractors shall obtain a written decision from the Architect, except where the Contractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, CONDITIONS OF THE CONTRACT, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent and/or most expensive case applies as determined by the Architect.

1.2.2 Add the following:

"1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers generally conforming to "Uniform System for Construction Specifications.

ARTICLE 2:  
OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

"2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN FLORIDA ARCHITECTS, INC. WHERE THE TERM "A/E", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Architect unless specifically stated otherwise."

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

"2.2.5.1 The Contractor will be furnished with ONE (1) reproducible digital (PDF format) set of Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) will be made available to the Contractor for the printing processes. The Contractor will make the portable document format documents available to the Subcontractors. The Architect will provide the Contractor with the original digital BIM Revit Model and AutoCAD files of the building and site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and Submittals upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users."

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

"2.4.1 The Owner will assist the Architect and Contractor in determining in general that the Work of the Subcontractors is being performed in accordance with the Contract Documents, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and Subcontractors."

ARTICLE 3:  
CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

"3.2.1.1 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution."

3.2.3 Add the following:

"3.2.3.1 The Contractor, Subcontractors and material suppliers shall examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction.

3.2.3.2 Before ordering materials or doing any work, the Contractor and Subcontractors shall verify all measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided difference which may be found shall be reported to the Architect in writing, for consideration before proceeding with the Work."

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

"3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by

name. Architect to list at least three acceptable manufacturers in the Specifications, where possible, however each manufacturer shall meet the basis-of-design requirements."

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

"3.4.2 Substitutions During Bidding Period - Requests for Substitutions during the bidding period will be considered and treated only as stated in Specification Section 00 82 00, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Architect will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Contractor and Subcontractors shall make such modifications as are necessary to meet these essential requirements.

3.4.2.1 Approval After Bids are Opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts, bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Architect within ten (10) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute."

### 3.5 WARRANTY:

Add the following:

"3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Contractor and Subcontractors shall remedy, at his own expense, any such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner."

### 3.6 TAXES:

Add the following:

"3.6.1 Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Contractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require. The Contractor will organize, implement and manage the Owner's direct purchase tax recovery program. Direct purchases shall be for orders of five-thousand dollars (\$5,000) or more for any single item."

### 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

"3.7.1 A local building permit will **NOT** be required for this project. The "Florida Building Code 2017 shall govern. The Owner will engage a qualified **Building Department** to facilitate the document review and building permit process, as well as, related inspection services in accordance with the FBC. The Owner is exempt from all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code 2017, the Florida Statutes and the Florida Administrative Code. The Contractor and Subcontractors shall secure all required permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor and Subcontractors shall be familiar with all Federal, State, and local laws, codes,



ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Contractor and Subcontractors shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Architect/Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations."

3.7.2 Add the following:

"3.7.2.1 The Contractor and Subcontractors at all times shall comply with the Florida Building Code 2017 installation requirements (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner affects the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer, to the extent allowable by law, against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees."

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

"3.11.1 At the completion of the Work, each Subcontractor shall submit "Record Drawings" to the Contractor on digital media, and the Contractor in turn will produce (or cause to have produced) As-Built Drawings on ELECTRONIC MEDIA on Autodesk AutoCAD and REVIT Architectural Desktop (2017 Version). The Architect will provide the Contractor with the digital BIM Revit Model file and related AutoCAD files of the project for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. Said Record Drawings shall be delivered to the Architect for review. The Architect will forward reviewed Final As-Built Drawings to the Owner for their future use.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings" shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the course of the days work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the Contractor as noted in 3.11.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Where changes and actual locations are to be recorded, the electronic media shall be erased before the changes are made. The work shall be shown as installed and the Contractor shall deliver the black line drawing prints and electronic media files with every drawing marked "As-Built". In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work, and A/V & Data, unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced, except pipe runs may be noted, and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings.

3.11.1.4 The Contractor shall review the complete as-built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original bench mark for the project. The "Record Drawings" from each Subcontractor, including those unchanged and changed, shall be submitted to the Architect, when completed, together with two (2) sets of black line prints (produced from the As-Built Electronic Media) with the Contractor's stamp and each Subcontractor's certification for forwarding to the Owner, at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Architect, reviewed and accepted as complete, and in accordance with the contract documents.

3.11.1.5 The Contractor shall be responsible for collecting, identifying, indexing and collating the specified Close-Out Documents including the following materials from the Subcontractors, and will deliver two (2) copies of the finished documents to the Architect. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports,

inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and 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. Final payment shall not be made until said documents have been received by the Architect/Engineer, reviewed and accepted as complete and in accordance with the contract documents. Also refer to Section 017700, Close-Out Procedures."

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

#### 3.12.11 Add the following Subparagraph:

"3.12.11 The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300."

### 3.14 CUTTING AND PATCHING OF WORK:

#### 3.14 Add the following Subparagraphs:

"3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade, and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports."

## ARTICLE 4: ARCHITECT:

### 4.1 GENERAL:

#### 4.1 Add the following paragraph:

"4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to litigation."

## ARTICLE 5: SUBCONTRACTORS:

### 5.1 DEFINITIONS:

#### 5.1. Add the following:

"5.1.3 Material Supplier is a person or organization who has furnished materials to the General Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but has not performed any on or off site work other than delivering construction materials, and shall not have or created any contractual relation between the Owner or the Architect/Engineer.

5.1.4 The Contractor, and all Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Conditions of the Contract, Drawings and Specifications."

## ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

### 6.4 Add the following paragraph:

#### "6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The Contractor and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and

use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it."

ARTICLE 7:  
CHANGES IN THE WORK:

7.3 CONSTRUCTION CHANGE DIRECTIVES:

7.3.3 Delete paragraph and substitute the following:

"7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices;
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,
3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

1. Estimate of Labor.
2. Estimate of Materials.
3. Estimate of Applicable Taxes.
4. Estimate of Equipment Rentals.
5. Estimate of Subcontractor Costs.
6. Estimate of Contractor Costs.
7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.
8. Cost of Bond Premium.
9. Contractor and Subcontractor overhead and profit applied to the above items shall not exceed fifteen percent (15%) percent in total. Subcontractor overhead and profit shall not exceed ten percent (10%). Contractor overhead and profit shall not exceed five percent (5%) plus the cost for related bond premium. All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices shall be submitted to the Architect within seven (7) calendar days after receipt of the proposal request."

7.3.7 Add the following:

"7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Construction Manager. Material invoices shall be presented to the Owner and Architect with all payment requests.

7.3.7.1.2 No amount or percentage of overhead and profit will be allowed on items of perks, fringe benefits, bonuses, retirement benefits (other than social security withholdings), or health and life insurances."

ARTICLE 8:  
TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

"8.2.4 Work shall be commenced by the date established in the Notice to Proceed, but in no case more than ten (10) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. **The Contract Time is specified in the Agreement Between Owner and Construction Manager.**

A. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the per diem amounts specified in the Contract Between the Owner and Construction Manager, and commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion for each Phase of Work identified. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner

would incur as a result of delayed completion of the Work.

2. The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. The Owner will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner.
3. Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any of his rights under the Contract.
4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within the specified number of days after Substantial Completion. Liquidated Damages for punch list items shall commence on the after Substantial Completion is established and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner the sums stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete."

ARTICLE 9:  
PAYMENTS AND COMPLETION:

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

"9.5.4 The Architect may withhold or cause to be withheld, from any monies payable on account for work performed by the Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractors for damages."

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

"9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the Contractor thirty (30) days after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents including Record Drawings, and the "Final Consent of Surety. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved."

ARTICLE 10:  
PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraph:

"10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (PI9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Subcontractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to persons may result by reason of displacement of the Subcontractor's material, equipment or plant during such hurricane or storm."

10.2.7 Add the following subparagraph:

"10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Construction Manager shall be the sole judge determining the party causing the damage, notwithstanding any dispute resolution."

ARTICLE 13:  
MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

"13.1.1 The Contractor and Subcontractors shall comply with all applicable provisions of the Florida Building Code 2017 (with latest supplements), Florida Fire Prevention Code 2017, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements, and shall not affect the application of more restrictive standards to the performance of the project."

ARTICLE 15:  
CLAIMS AND DISPUTES:

15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its' entirety and substitute the following:

"15.2.1 "Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner's acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor."

ARTICLE 17:  
EQUAL OPPORTUNITY:

ADD the following Article:

"17.1 The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.

17.1.2 The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age"

END OF SECTION 00 80 00

## **SECTION 00 82 00 – SPECIAL CONDITIONS**

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Attachment: Certificate of Contract Completion Form  
Attachment: Warranty-Guarantee Form

### **PART I - GENERAL REQUIREMENTS:**

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

#### **ARTICLE 1: PERMITS AND FEES:**

- A. Building Permit: A local building permit is NOT required for this project. The Owner shall obtain and pay for all required approvals and inspections for the building. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service connection fees (if required) and required utility service fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall assist in obtaining and arranging for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

#### **ARTICLE 2: PROJECT SIGNS:**

- A. The Contractor will provide the project sign(s) as designed by the Architect and approved by the Owner. The signs will be two (2) 8' x 6' professionally painted (or digital printed and mounted)

plywood signs indicating the Architect, Contractor and the Owner. Location to be as directed by the Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor.

- B. See SECTION 015010 – PROJECT SIGN for additional requirements.

#### ARTICLE 3: LAYOUT OF WORK:

- A. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space as determined by the Construction Manager and Architect. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Contractor and Subcontractors shall carefully plan the layout and review any questionable installations with the Contractor and the Architect.
- B. Refer to Section 013100, Project Management and Coordination, for required Coordination Drawings.

#### ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure WILL BE required for the duration of the construction period. The temporary fencing may need to be modified by the Contractor for the various phases of construction.
- B. The services of a watchman will NOT be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

#### ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

#### ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
- F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
- G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
- H. Maintain clearances adjacent to and in connection with the work performed.
- I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
- K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
- M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
- N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
- O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
- P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety



barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required), equipment and parking for all construction workers. Placement and schedule shall be coordinated with the Contractor.
- B. Contractor shall provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
- C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Field offices and sheds shall not be used for living quarters.
- E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. (Not Used)

ARTICLE 10: CLEANUP:

- A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the A/E, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.

(Continued on next page)

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.
- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00, AIA A201 and Section 00 80 00 Supplementary General Conditions.

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
  - 1. Special Equipment - Electric Devices
  - 2. Light Fixtures
  - 3. Sheet Metal Duct Work
  - 4. Plumbing Work, including fire protection piping
  - 5. Mechanical Work, including Electrical and A/C pipes
  - 6. Electrical Work
  - 7. Control System
- B. After award of contracts and prior to start of construction the Contractor will schedule a meeting with the Contractors responsible for the work items listed above. The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the Contractor will provide to the HVAC and Electrical Contractors the drawings and 3D model for the building on ELECTRONIC MEDIA in Autodesk REVIT Architectural Desktop (2017 Version). The Architect will provide the Contractor with the digital BIM Revit Model file of the building for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. The HVAC and Electrical Contractors, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's and the Fire Protection System Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements. This information shall be outlined on the drawings by the HVAC Contractor. Also refer to Section 01 31 00, Project Management and Coordination for the required Coordination Drawings.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors will be held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.
- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
  - 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
  - 2. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved

- by the Architect/Engineer.
3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the A/E. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.
- C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:
- (Example)
- Division 1
- CM / Contractor Representative's Name
- Company Name
- Title
- Address
- Phone Number
- Facsimile Number
- Division 2
- Earth Moving and Site Grading
- Representative's Name
- Title
- Company Name
- Phone Number
- Address
- Facsimile Number
- D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.
- E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.
- F. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The Contractor shall provide copies of all test and balance reports from his Subcontractors as required. (See Division 21 thru 28.) Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.
- G. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on

A.I.A. Document G707, Latest Edition.

H. WARRANTY, GUARANTEE AND BONDS:

1. The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.
2. Warranty, guarantee and bonds will be as stated in the Contractor's contract.

I. INSTRUCTION/OPERATION MANUALS AND KEYS:

1. Contractor shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
2. The Contractor and Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
3. Label turn-over all keys.

K. MAINTENANCE MANUALS AND SPARE PARTS:

(All items in this Section are required prior to issuance of Certificate of Substantial Completion.)

1. Contractor shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
2. Contractor shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
3. Contractor shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.

J. AS-BUILT DRAWINGS:

1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

- A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 00 82 00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: \_\_\_\_\_ Project No. \_\_\_\_\_

The work performed under the Contract dated \_\_\_\_\_  
between Pensacola State and \_\_\_\_\_,  
for the construction of the Phase 2 Baars Replacement Building Project  
was found to be Substantially Completed as of \_\_\_\_\_.

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within thirty (30) consecutive calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on \_\_\_\_\_.

The responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended in the Contract Documents.

(Architect/Engineer) \_\_\_\_\_ (Authorized Representative)

(Contractor) \_\_\_\_\_ (Authorized Representative)

(Owner) \_\_\_\_\_ (Authorized representative)

CERTIFICATE OF CONTRACT COMPLETION

AGENCY/OWNER:  
PROJECT:

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

CONTRACT AMOUNT:

CONTRACTOR'S AFFIDAVIT:

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, known (or made known) to me to be the

(OWNER) OR (PARTNER) \_\_\_\_\_

of ,

(Corporate Official Title) \_\_\_\_\_

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.  
(Notary Public)

(Type Name): \_\_\_\_\_

My Commission Expires:



WARRANTY – GUARANTEE

Submit for each individual Warranty – Guarantee specified in each Section of the Specifications:

Division No.: \_\_\_\_\_  
\_\_\_\_\_

Section No.: \_\_\_\_\_  
\_\_\_\_\_

Title No.: \_\_\_\_\_  
\_\_\_\_\_

TO: (Owner)

RE: (Project Name)

(Contractor's Name): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

, does hereby certify to all guarantees and warranties taking effect on the date of Substantial Completion and shall remain in force as required by the Contract Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each guarantee or warranty period.

WARRANTY – GUARANTEE PERIOD:

\_\_\_\_\_

(Contractor's Name) \_\_\_\_\_  
\_\_\_\_\_

(Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ (type name of signee below)

Title: \_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this

(NOTARIAL SEAL)

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

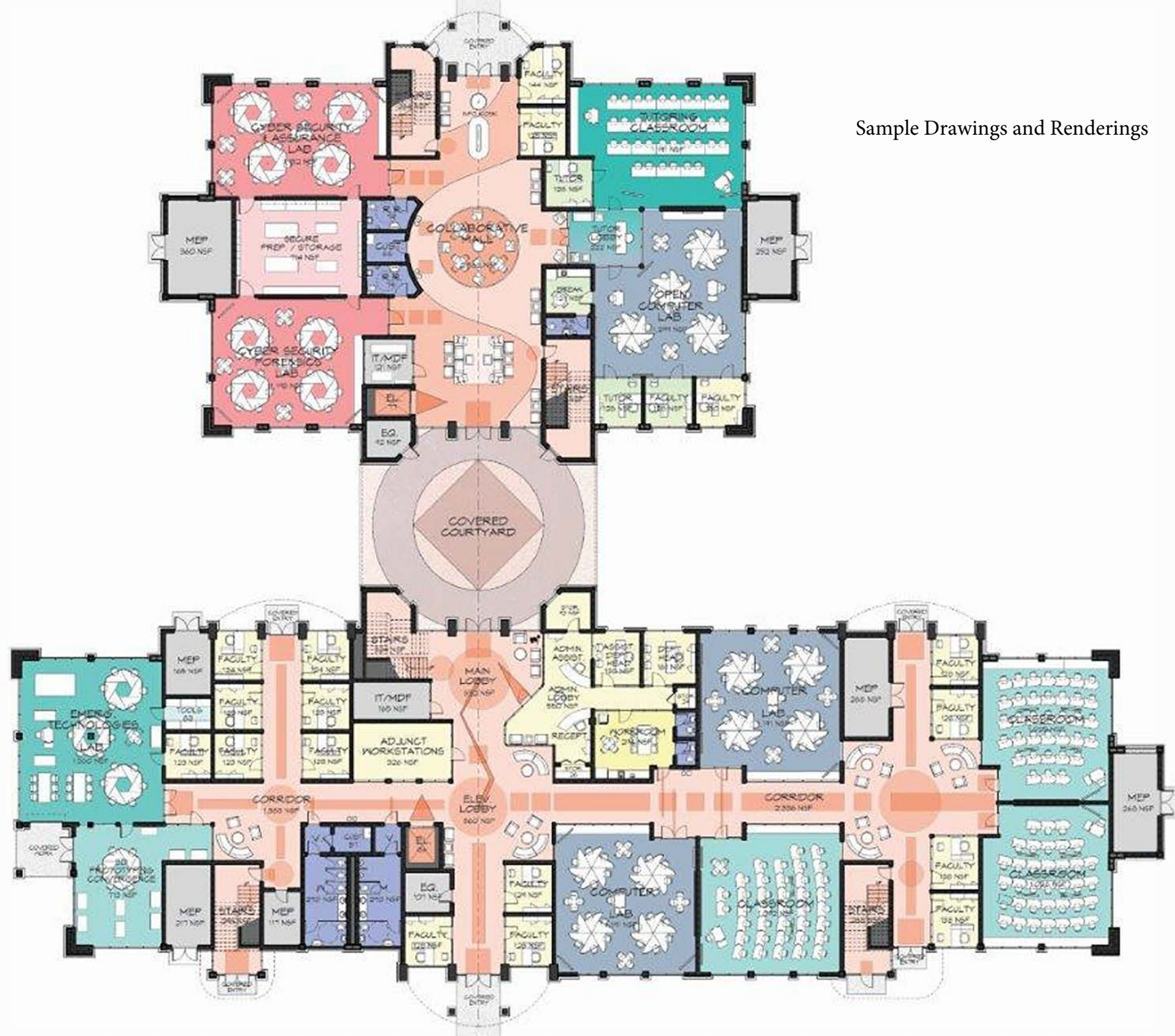
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

Notary Public, State of Florida

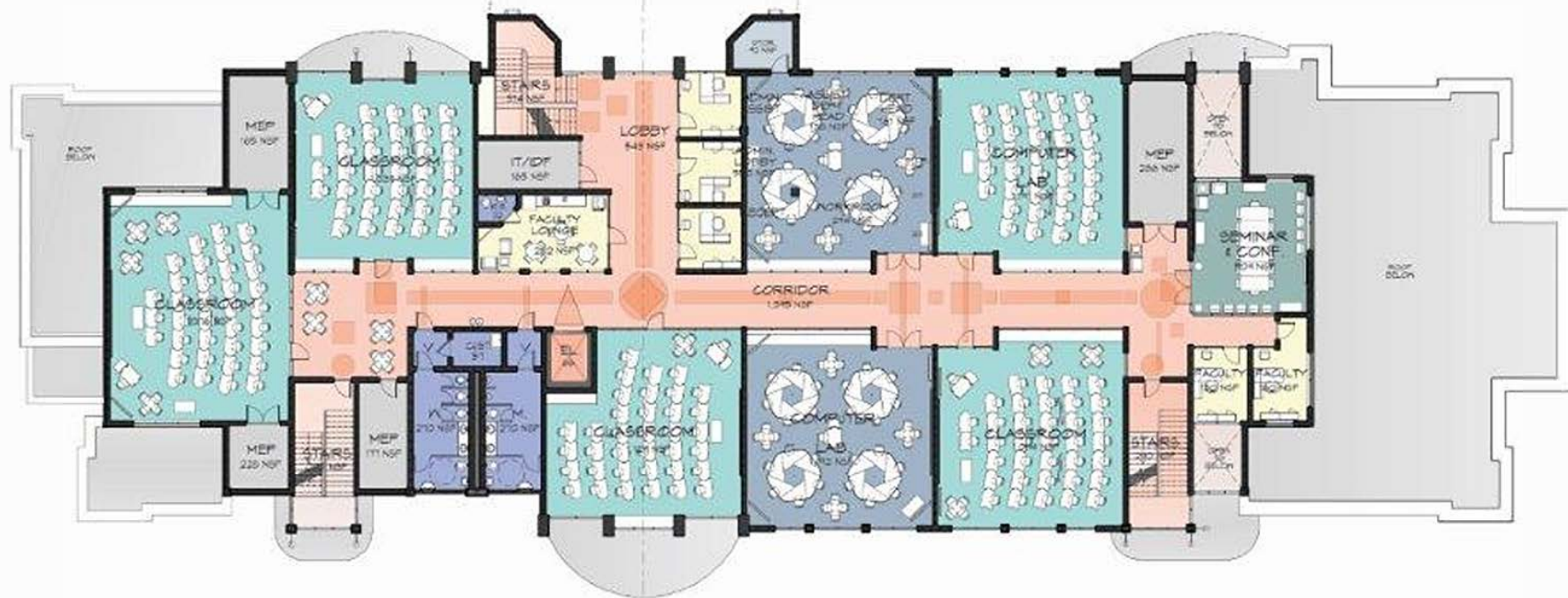
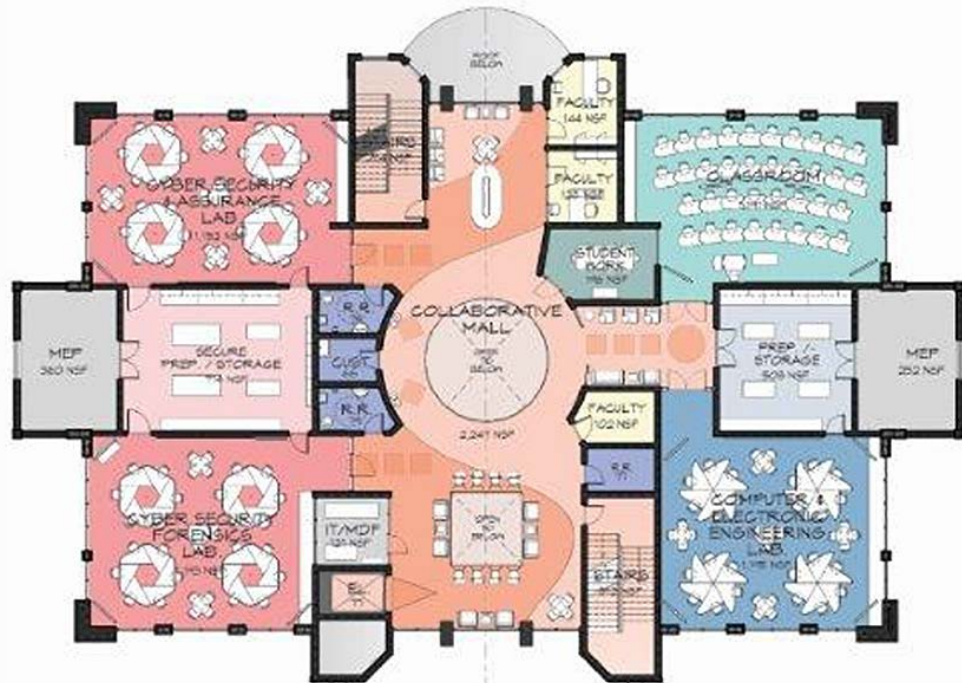
My Commission Expires:

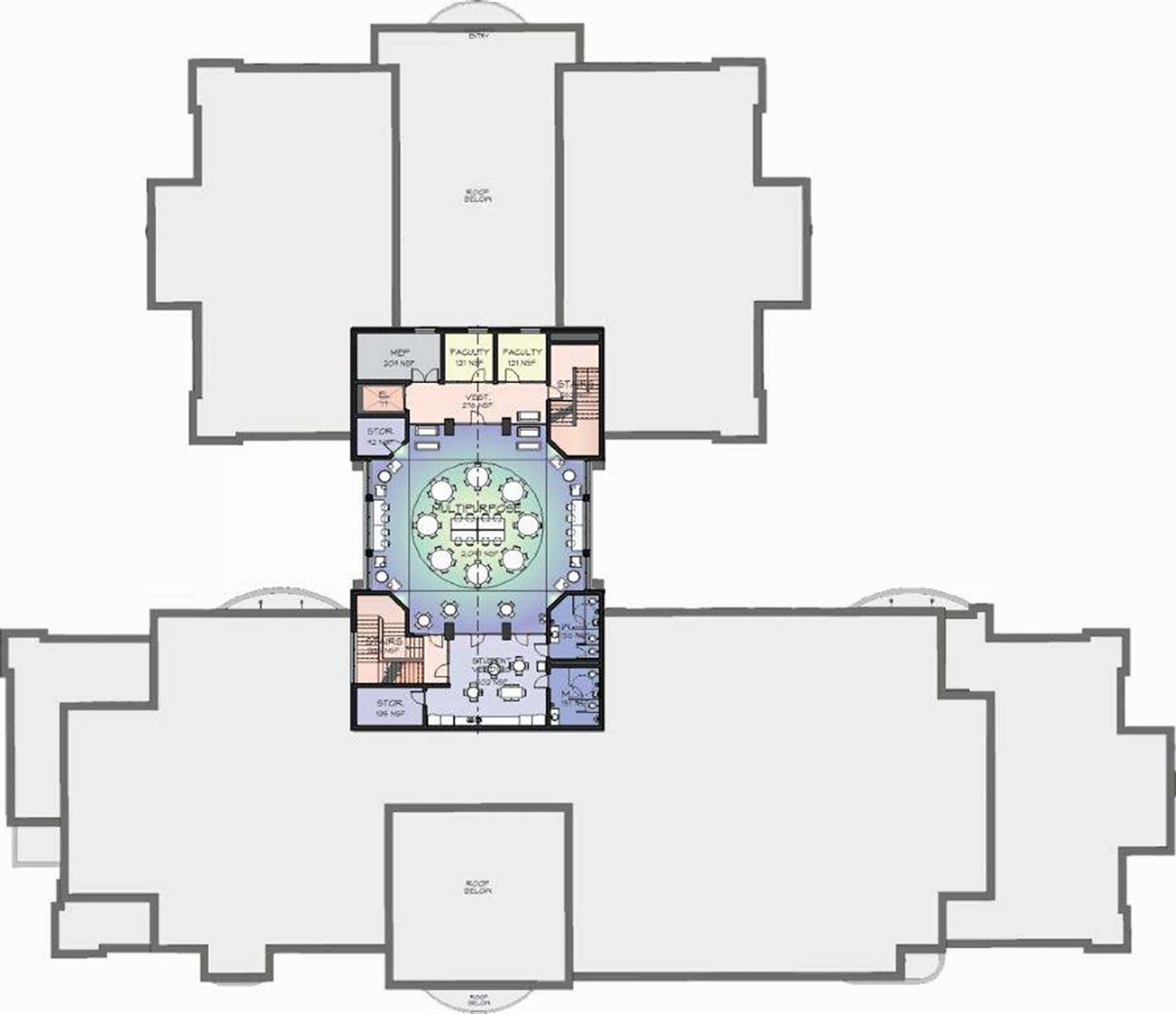
END OF SECTION 00 82 00

The floor plan shows a central 'COLLABORATIVE HALL' with a circular table and chairs. To the left are two 'CYBER SECURITY FORENSICS LAB' rooms (top and bottom left) and a 'SECURE PREP / STORAGE' room (top center). To the right is a 'TUTORING CLASSROOM' (top right) and an 'OPEN COMPUTER LAB' (bottom right). There are also several 'FACULTY' offices, a 'TUTOR' room, a 'BREAK' room, and two 'MEP' rooms. The plan includes furniture like tables, chairs, and computers, as well as architectural details like doors, windows, and stairs.

















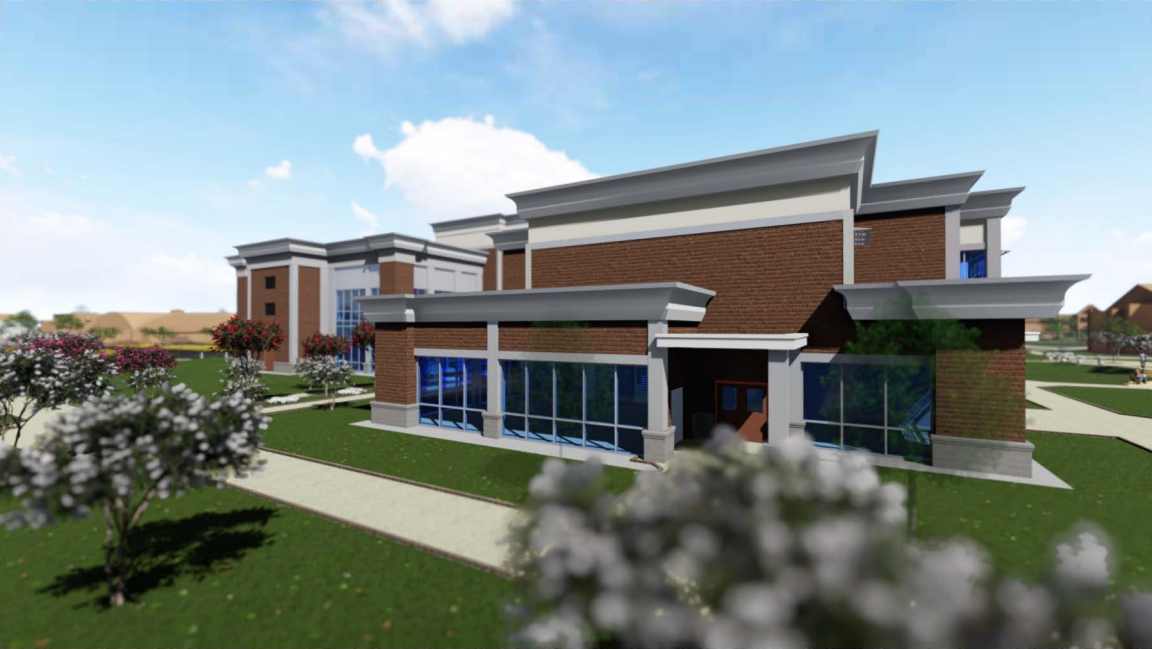












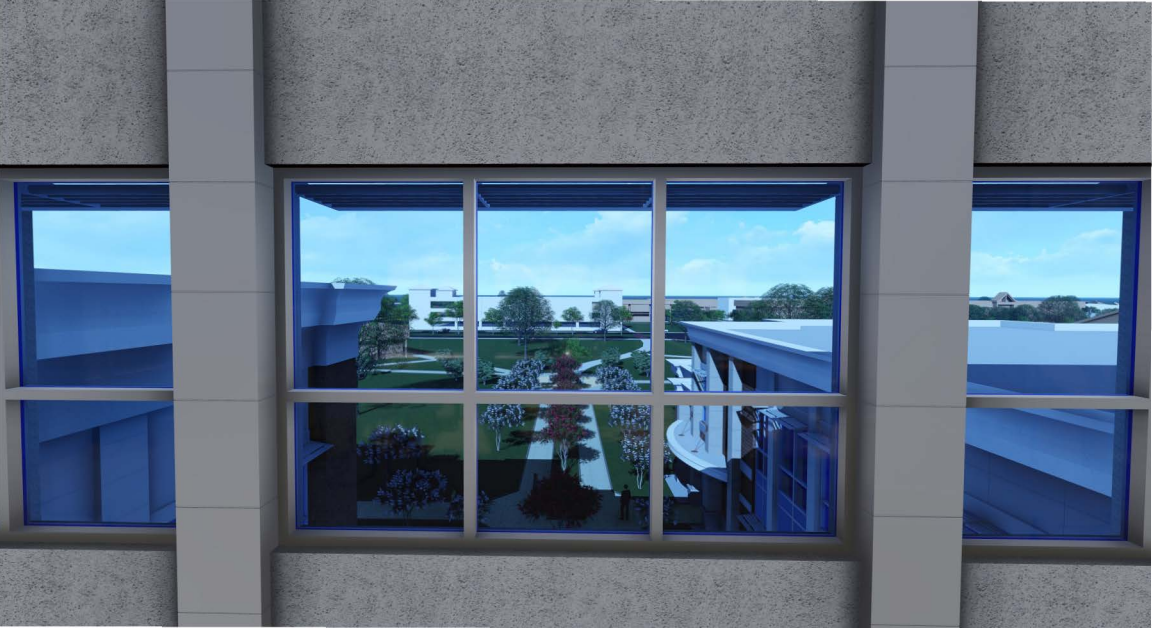


















TECHNOLOGY BUILDING 1