



**GULF COAST STATE COLLEGE
IFB#1-2015/2016 ATHLETIC FIELDS PROJECT
Panama City, Florida**



PROJECT MANUAL

100% CONSTRUCTION DOCUMENTS

FLA Project No. 4166-08

PRI Project No. 782.010

Architect:
Florida Architects, Inc.
648 Florida Avenue
Panama City, FL 32401



Civil Engineer:
Preble-Rish Inc.
203 Aberdeen Parkway
Panama City, FL 32405



July 31, 2015

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END OF SECTION 002000

SECTION 000700 – INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION TO BID

Notice is hereby given that signed, sealed, and delivered bids shall be received from qualified Contractors by the Owner **no later than September 10, 2015 until 2:00 pm local time (CST)**, for the work described in the construction of:

Gulf Coast State College (GCSC) IFB#1-2015/2016 Athletic Fields Project

- A. In order for bids to be considered, they must be in the possession of the Owner's Agent on or before the date and time noted above.
- B. Mail or hand deliver all bid proposals as noted below:

The District Board of Trustees of
GULF COAST STATE COLLEGE
5230 West U.S. Highway 98
Panama City, Florida 32401

Attention: Mr. Fred Brown, Director of Procurement

***Oral, telegraphic or electronic proposals will not be considered.

- C. All bid proposals must be submitted in one (1) fully executed original form (marked Original) and one (1) electronic copy (jump drive or readable CD) and must be signed, sealed (corporate seal), and securely sealed in an envelope or suitable conveyance, and clearly marked on the outside to show the date and time, and must be designated as "SEALED BID FOR - GCSC IFB#1-2015/2016 ATHLETIC FIELDS PROJECT" and indicating the respondent's name, address, date and time of opening.
- D. Bid proposals will be read aloud publicly at the **bid opening on September 10, 2015 at 2:00 pm local time (CST)**. The bid results will be posted on the College's procurement website.
- E. Bids and supporting documents will be evaluated by the Architect and the Owner's Agent.
- F. Oral, telegraphic or electronic proposals will not be considered.
- G. Further, the District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids. Each Bid shall be valid and binding for a period of ninety (90) days after opening.
- H. Proposals received after the published time or date, or incomplete proposals, will not be accepted.
- I. Inquiries regarding this Request for Proposal (RFP) should be directed to Mr. Fred Brown, Procurement Director, via email:fbrown3@gulfcoast.edu or Faxed to (850) 767-8043.
- J. **A Non-Mandatory Pre-Bid Conference will be held on August 27, 2015 at 10:00 AM (CST)** at the 23rd Street access road at the GCSC Panama City Campus.
- K. The last day to submit written questions will be September 1, 2015

1.2 DOCUMENTS

- A. Documents will be available as follows:
 - 1. Bid Documents may be obtained on the College's procurement website:

<http://www.gulfcoast.edu/procurement>

2. Addenda will be posted to the College's procurement website.
- B. Documents may be viewed at no cost at the office of the Architect when a time is prearranged by telephone.

END OF SECTION 000700

SECTION 001000 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

- A. Bid proposals shall be on forms included in this bid package (Section 003100, "Exhibit A").
- B. The Bidder will provide bid security in the form of a Bid Bond (Section 004400) or Cashier's Check.
- C. Bidders shall agree not to withdraw their bid proposal for a period of ninety (90) days after the date for opening of bids.
- D. Certificates of Insurance will be required of the successful Bidder in the amounts specified as well as Performance Bond and Payment Bond in the amount of 100% of the Contract Price.
- E. Each Bidder shall include in his bid amount the cost of the Bonds and Insurances.
- F. The above listed document will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope – refer to Section 000700, Invitation to Bid for additional information.

The Bid opening will take place at the following address:

The District Board of Trustees of
GULF COAST STATE COLLEGE
5230 West U.S. Highway 98
Panama City, Florida 32401

Administration Building Conference Room (2nd Floor)
Attention: Mr. Fred Brown, Director of Procurement

- G. The Bid date will be:

September 10, 2015 at 2:00 pm local time (CST)

- 1.2 The District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, to obtain new bids. Each Bid shall be valid and binding for a period of ninety (90) days after opening.

1.3 BID SUBMITTAL REQUIREMENTS

- A. Attached bid proposal form is to be used (Refer to Section 003100, "Exhibit A").
- B. Bid Bond, AIA Document A310 – 1970, (Refer to Section 004400, "Exhibit B")
- C. List of Subcontractors, AIA Document G805 – 2001, Exhibit "C"
- D. Drug Free Workplace, Exhibit "D"
- E. E-Verify Background Check, Exhibit "E"
- F. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, PUBLIC ENTITY CRIMES Exhibit "F"
- G. Anti-Collusion Clause, Exhibit "G"
- H. Conflict of Interest Disclosure Form, Exhibit "H"
- I. Addendum Acknowledgement Form, Exhibit "I"
- J. Labor and Material Payment Bond, Exhibit "J"
- K. Performance Bond, Exhibit "K"

1.4 AIA FORMS TO BE USED WITH THIS CONTRACT:

- A. A101 Owner's Agent-Contractor Agreement Form – Stipulated Sum
- B. A201 General Conditions of the Contract for Construction
- C. G701 Change Order
- D. G702 Application and Certificate for Payment
- E. G703 Continuation Sheet for G702
- F. G704 Certification of Substantial Completion
- G. G705 List of Subcontractors
- H. G706A Contractor's Affidavit – Release of Liens
- I. G707 Consent of Surety to Final Payment
- J. G709 Proposal Request
- K. G710 Architect's Supplemental Instructions
- L. G714 Construction Change Directive
- M. G810 Transmittal Letter

1.5 DEFINITIONS:

- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract (General, Supplementary General, and Special Conditions), and the Construction Drawings and Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Description of the Work, Schedule of Drawings, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary General, and Special Conditions), the Construction Drawings, the Specifications (Project Manual), all Addenda, and all modifications thereto, and the bid proposal.
- D. Addenda are written and graphic instruments issued by the Architect and forwarded by the General Contractor prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect, it shall mean the designated representative of the Architect/Engineer.
- J. Wherever in the Specifications (or on the Drawings) there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.6 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

- A. In order to be qualified, a Bidder must present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 486, Part II Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.
- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.

- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, acceptable to the Owner's Agent and the Architect, with capabilities to act as a testing and inspecting agency to perform tests and inspections and to prepare reports during the entire term of the project.

1.7 METHOD OF BIDDING:

The work described in these documents is the sole responsibility of the Contractor known herein as "Contractor." The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the drawings and shall be identified in the contract with each Subcontractor.

1.8 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and site so as to compare the existing conditions with the Drawings and Specifications, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents (available at <http://www.gulfcoast.edu/procurement>)
- C. The Owner's Agent or Architect in making, or having made, copies (digital and hard copy) of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.9 NON-MANDATORY PRE-BID CONFERENCE:

- A. For the dissemination of information and clarification of intent of the Bidding Documents, a Pre-Bid Meeting will be held on August 27, 2015. The time will be at 10:00 am at the 23rd Street access road of the site, at the GCSC Panama City Campus
- B. This meeting is non-mandatory.
- C. Bidders shall submit to the Architect a written list of questions and requests for clarification.
- D. The last day for bidders to submit written questions shall be September 1, 2015

1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect no later than September 1, 2015. Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered plan holders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the College's Procurement Website for all potential bidders (<http://www.gulfcoast.edu/procurement>)
- D. All telephone calls, emails or Faxes on clarification or interpretation of the documents will be accepted by the Owner's Agent, Mr. Fred Brown, Director of Procurement (refer to Section 000700, Invitation to Bid for additional information). This routing of calls is only to ensure orderly dissemination of

information. The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party responsible for issuance of clarification or interpretation information regarding this project.

1.11 BID PROPOSAL FORM:

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the bid proposal form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original" and one (1) electronic copy on a jump drive or readable CD) (refer to Section 000700, Invitation to Bid for additional information).
- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, the bid security, and any other documents required to be submitted with the Bid, in a sealed opaque envelope (refer to Section 000700, Invitation to Bid for additional information).
- E. All requested Alternates shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.

1.12 ADDENDA:

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal (refer to Section 000700, Invitation to Bid for additional information).
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the College's Procurement Website as soon as prepared by the Architect.

1.13 ALTERNATES:

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

1.14 SALES TAX:

- A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law. The Bidder agrees to participate in the Owner's direct purchase sales tax recovery program for material orders greater than \$3,000.

1.15 INSURANCE:

- A. Refer to "Supplementary General Conditions", Article 11, for a summary of insurance requirements and to Section 005500 for an attachment that is to be added to A.I.A. form A101.

1.16 SUBSTITUTIONS:

- A. Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than that specified or shown by name, make, or catalog number, shall make written request to the Architect, through the General Contractor, timed so as to reach the Architect at least ten (10) working days prior to the date of receipt of bids. Such request shall be accompanied by data supporting the claim to equality or equivalence and as indicated in Sections 008000, and 008200.
- B. 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.
- 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. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein.
- E. Under no circumstance will the Architect 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, locations of other installations in the State of Florida with contacts names at those locations and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.

1.17 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. A bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and post-marked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.18 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before **September 10, 2015 until 2:00 pm local time (CST)**.
- B. Bids will be read aloud on **September 10, 2015 at 2:00 pm local time (CST)**.
- C. Bids shall be good for ninety (90) calendar days after the bid opening.
- D. It is the intent of the Owner's Agent to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- E. Further, the District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in

the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

1.19 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The General Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.
- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The General Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The General Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.20 CONTRACT AGREEMENT FORM:

- A. The form that will be used for this contract agreement shall be the "Standard Form of Agreement between the Owner's Agent and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A. Document A101-1997). The General Contractor will prepare a contract with the Owner's Agent necessary to complete the overall project. The Owner's Agent agreement with the General Contractor will include the specific scope-of-work description and contract forms. An attachment will be added to A.I.A. form A101 for insurance as previously noted.

1.21 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet with the above listed parties for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:

Designation of Work to be performed by the Bidder with his own forces.

Complete detailed unit cost breakdown. This breakdown shall include separate line items for all mechanical work, and all electrical work, and further a line item cost for each Section of the Specifications.

Provide a Schedule of Values with unit costs for each major item.

A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.

Within five (5) working days after award of Contract, submit to the Architect a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required, names of each subcontractor or supplier, and date of planned submission.

1. The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
 - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
 - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.22 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) 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 work shall be Substantially Complete (as approved by the Architect and Owner) within one-hundred-fifty (150) consecutive calendar days from Notice To Proceed.** The intention of the Owner is to follow the proposed schedule:
 1. Bid Opening September 10, 2015
 2. Contractor to sign AIA Contract Agreement and return to Owner by September 17, 2015
 3. Architect and Owner's Agent to recommend Contract Award to the District Board of Trustees (DBOT) by October 1, 2015
 4. DBOT to approve Contract Award on October 8, 2015
 5. Owner to issue Notice-To-Proceed by October 12, 2015
 6. Contractor to be Substantially Complete no later than March 10, 2016
 7. Contractor to be Finally Complete no later than April 11, 2016
- B. Due to the required operation schedule, the need to complete this work in order to occupy the facility at full capacity, time is of the essence for this Contract.
- C. LIQUIDATED DAMAGES:

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's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner's Agent would incur as a result of delayed completion of the Work.

Liquidated Damages Per Day: \$3,000.00

The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent 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's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.

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 wavier on the part of the Owner's Agent of any of his rights under the Contract.

Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within thirty-two (32) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (33rd) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete:

Liquidated Damages Per Day: \$1,500.00

1.23 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

- A. The Contractor must complete a form provided by the College for every Subcontractor. The information required will be their license # and the expiration date.

END OF SECTION 001000

EXHIBIT "C"

SUB-CONTRACTORS FORM

As the Bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "D"

**DRUG FREE WORKPLACE
Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the GCSC for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with GCSC.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "F"

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

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

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to 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 bid 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, 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 in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, 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.

_____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 Office 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 vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE 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.

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires: _____
[printed, typed or stamped commissioned name of notary public]

EXHIBIT "G"

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT H

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any District Board of Trustees of Gulf Coast State College(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a GCSC employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "I"

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email fbrown3@gulfcoast.edu prior to submitting your proposal to ensure that you have received addendums.

EXHIBIT "J"

LABOR AND MATERIAL PAYMENT BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

Principal and GCSC entered into a contract dated _____, 2012 for _____, which is incorporated by reference.

THE CONDITIONS of this bond is such that

1. If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. If Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Further, no final settlement between GCSC College and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Now, therefore, if the Contractor shall promptly make payment to all claimants, defined below, for all labor and material used or required for use in performing the obligations of this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this _____ day of _____, 2012.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 2012, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

Attest:

By: _____

Seal:

Countersigned:

By: _____

Attorney-in-Fact, State of Florida

EXHIBIT K

PERFORMANCE BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$ _____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITIONS of this bond are that if Principal:

1. Performs the contract dated _____, 2012, between Principal and the GCSC College for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that GCSC sustains because of a default by Principal under the contract; and
4. Performs the guarantee and warranty of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05](#)(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

The Surety and the Contractor consent and yield to the jurisdiction of the Civil Courts in and for Bay County, Florida.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 2012, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

Attest:

By: _____

Seal:

Countersigned:

By: _____

SECTION 003100 – BID PROPOSAL FORM

(EXHIBIT “A”)

PART 1 - GENERAL

1.1 BID FOR CONSTRUCTION CONTRACT FOR: GULF COAST STATE COLLEGE IFB#1-2015/2016 ATHLETIC FIELDS PROJECT:

A. **BID FROM:** _____

(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

B. **TO:** The DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

C. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available at (<http://www.gulfcoast.edu/procurement>), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

D. The Bidder proposes and agrees, if this Bid is accepted, to contract with The District Board of Trustees of Gulf Coast State College in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.

E. The Bidder further proposes and agrees to commence work under this Contract no later than FIVE (5) consecutive days from the date established in the Notice to Proceed issued by the Architect, and be Substantially Complete WITHIN ONE-HUNDRED-FIFTY (150) CONSECUTIVE CALENDAR DAYS FROM NOTICE-TO-PROCEED. Liquidated Damages apply for failure to perform as specified in the Project Manual (refer to Section 001000, Instructions to Bidders)

F. After the date of Substantial Completion, an additional THIRTY-TWO (32) consecutive calendar days will be allowed for the following:

1. Completion of all punch-list items.
2. Removal of equipment, excess materials, and debris from the site.
3. Completion of all Contract close-out items including as-built drawings and maintenance manuals.

- G. The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within SEVEN (7) consecutive calendar days after written notice being given the Notice of Award of the Contract

1.2 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of Ninety (90) calendar days from the opening thereof.
B. This Bid Form shall become a part of the Contract for Construction.

1.3 ADDENDA RECEIPT:

- A. Complete the Addenda to the Bidding Documents Acknowledgement Form Exhibit "I".

1.4 BUILDING BID AMOUNTS:

- A. **Base-Bid Amount:** For all work associated and described on the Drawings and the Specifications
1. Base-Bid Amount (In Words):
 2. _____ Dollars
(\$ _____)
 3. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.
- B. **Additive Alternates:** None.

1.5 SIGNATURES

- A. The undersigned Bidder holds Florida Construction Industry Licensing Board Certification Number: _____
1. Respectfully submitted,
 2. (FIRM NAME) _____
 3. Address: _____
 4. By: _____
(Signature of Authorized Officer)
 5. Print Name & Title: _____
 6. Witness: _____
 7. (Seal if bid is by a Corporation) (SEAL)

1.6 DISCLAIMER

- A. The District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 003100

SECTION 004400 – BID BOND (AIA DOCUMENT A310)

(EXHIBIT “B”)

See Attached AIA Document

END OF SECTION 004400

SECTION 007000 – GENERAL CONDITIONS (AIA DOCUMENT A201)

See Attached AIA Document

END OF SECTION 007000

SECTION 008000 – 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 and Architect 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 / Subcontractor 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 under Item "4". Figure dimensions (if not in error) shall take precedence over scale. 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 and/or 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, unless he shall have obtained a written decision from the Architect prior to the bid. The Architect 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 General Contractor, Contractors or 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 General Contractor, Subcontractors, and Material Suppliers 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 Contractor and Subcontractors shall notify the General Contractor before time of submitting bid. The General Contractor will notify and resolve the issues with the Architect prior to submitting a bid price to the Owner. Should conflict occur in or between Drawings and Specifications; Contractors 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 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 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 or Subcontractor 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, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent 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 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 General Contractor will be furnished with ONE (1) set of portable digital document format (.pdf) documents Drawings and Specifications by the Owner and the Contractor shall be allowed to print as many sets of documents as he/they require to complete the work. A complete set of portable document format (.pdf) documents (plans and specifications) may be made available to the General Contractor's Subcontractors, however, Subcontractors shall be furnished with TWO (2) sets of Drawings and TWO (2) set of Specifications in hard copy format upon contract award from the General Contractor.

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 General Contractor in determining in general that the Work of the Contractor/Subcontractors is being performed in accordance with the Contract Documents, and will assist to endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor/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 The Contractor shall execute the "Form of Agreement" indicated in the Bidding Documents and return within five (5) days after receiving the same.

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

3.2.2 Add the following:

3.2.2.1 The General Contractor shall instruct Subcontractors and material suppliers, and shall assist in their studying and understanding the complete Drawings, Specifications, Addenda and revision drawings to determine the extent and limitations of this Construction Contract.

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/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.

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 008200, 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 any and 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 Subcontractors shall make such modifications as are necessary to meet these essential requirements or provide the specified basis of design product.

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 five (5) 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.

3.4.3 Add the following:

3.4.3.1 If any person employed on the Work is found, in the judgment of the General Contractor, Architect/Engineer or Owner, to be incompetent, disorderly, unfaithful, or disobedient so far as to endanger proper fulfillment of the Contract, he shall, if directed, be discharged immediately and not employed again on any part of the Work.

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/Subcontractor 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 Contractor/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/Subcontractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require. The General Contractor will organize, implement and manage the owner's direct purchase tax recovery program.

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 be required for this project. The Florida Building Code 2007 shall govern. The Owner has engaged the Bay County 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 2007, the Florida Statutes and the Florida Administrative Code. The Contractor/Subcontractor shall secure all other 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/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/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/Subcontractors at all times shall comply with the Florida Building Code 2007 (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner effect the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES:

3.10.1.1 Add the following:

3.10.1.1 Each Contractor/Subcontractor shall comply and adhere to such schedule. The parts of the Work performed by each Subcontractor and the time schedule applicable to each part shall be acknowledged and accepted by each Subcontractor before submission of the Bid. The form of the Schedule shall be as indicated in SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION.

3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

3.11.1 At the completion of the Work, each Contractor or Subcontractor shall submit "Record Drawings" to the General Contractor who, in turn, will produce (or cause to have produced) As-Built Drawings. These As-Built Documents shall be ELECTRONIC MEDIA on Autodesk Architectural Desktop (Latest Version). Said Drawings shall be delivered to the Architect for review. The Architect will forward reviewed As-Built Drawings to the Owner.

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 General Contractor as noted in 3.11.2.1 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. Design drawings electronic media will be furnished to the General Contractor. Changes and actual locations are to be recorded. Where the work was installed exactly as shown on the contract drawings the black line prints shall not be disturbed other than being 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 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 and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings

3.11.1.4 The General 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 Contractor/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 General Contractor's and each Subcontractor's certification of accurate As-Built Drawings for review and 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 General Contractor shall be responsible for collecting, identifying, indexing and collating the following materials from the Subcontractors, and will deliver three (3) 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 with printed covers and spines indicating the project name. 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. 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 General Contractor, and all Contractors, Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Drawings and Specifications, as well as the requirements and limitations of the Construction Documents.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:

5.2.1 Add the following Subparagraphs:

5.2.1.1 This requirement is an addition to the requirements for names of specific Subcontractors and major material suppliers. This list shall be submitted by the low Bidder within five (5) days after the bid opening and prior to the first application for payment.

5.2.1.2 The Contractor/Subcontractor agrees to sign contracts with the firms listed in the "List of Proposed Sub-Bidders" and "Material Suppliers/Manufacturers" as soon as the Agreement between the Owner and General Contractor has been executed. Once the Contractor and Subcontractor has submitted the name of Subcontractor/Sub-Subcontractors, he waives any future objection to contracting with these named Subcontractors/Sub-Subcontractors, Material Suppliers/Manufacturers. The Contractor/Subcontractor will be allowed to request a change of those previously mentioned if sufficient evidence is presented in that the success of the project would be in jeopardy and that those are not qualified or able to perform as required. This request for change by the Contractor/Subcontractor must be mutually accepted by the Owner and Architect, and that no additional compensation will be allowed if a change is approved.

5.2.4 Add the following Subparagraph:

5.2.4.1 If any Subcontractor or Material Supplier is found by the General Contractor, or the Architect or Owner to be incompetent, careless, or neglectful, or unduly delays progress of work, he shall be dismissed. Another shall then be employed in his place, as approved by the General Contractor, Architect and the Owner at no additional cost to the Owner.

ARTICLE 6:

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The General 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:

7.2 CHANGE ORDERS:

7.2.1.3 Add the following:

7.2.1.3.1 Contract Time will only be adjusted where the Critical Path is impeded by the Owner or the Owner's agent.

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. Subcontractor overhead and profit applied to the above items shall not exceed seven and one-half percent (7½%) percent for both the Contractor and the Subcontractor. Contractor overhead and profit shall not exceed seven and one-half percent (7½%) 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 and 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 Architect and Owner. Material invoices shall be presented to the Owner and Architect with all payment requests.

7.3.7.1.2 No percentage of overhead and profit, or general conditions, will be allowed on items of social security, old age, fringe benefits, and unemployment insurance.

ARTICLE 8:

TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

8.2.4 The work to be performed under the Contract shall be commenced no later than five (5) consecutive days from the Notice to Proceed issued by the Architect, and be substantially complete within the time agreed upon by Owner as set forth in the form of Agreement. The Contractor and Subcontractors agree to pay to the Owner, as liquidated damages due to failure to complete the work on time, the sum of \$3,000.00 for each and every calendar day beyond the one-hundred-fifty (150) consecutive calendar days from Notice-To-Proceed. Additionally, the General Contractor and Subcontractors have fifteen (15) consecutive calendar days from time of approved Substantial Completion to obtain Final Completion approval from the Architect and Owner. The Contractors and Subcontractors shall pay to the Owner, as liquidated damages due to failure to complete the work on time, the sum of \$1,500.00 for each calendar day beyond the 32 consecutive calendar days indicated to complete the final work. Also refer to Section 001000, Instructions to Bidders.

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3 Add the following:

8.3.1.1 Only those delays which impede the critical path and are authorized by the Owner, or by delay authorized by the Owner pending litigation or by any other causes which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Labor disputes occurring on the construction site will not be sufficient grounds for time extensions.

8.3.2.1 The Contractor and Subcontractors expressly agrees that an extension of time shall constitute the Contractors and Subcontractors sole and exclusive remedy should the Contractor and Subcontractors be delayed, interfered with, disrupted, or hindered in his work. In which case the Owner shall owe the Contractor only an extension of time for completion equal to the delay caused, and then only if written notice of delay is made to the Owner, through the Architect, within forty- eight (48) hours from the time of

the beginning of the delay, interference, disruption, or hindrance. The General Contractor's notice of delay must be by certified mail to the Owner in care of the Architect, and must contain evidence establishing the delay. The Owner's findings shall be final and conclusive as to the contractor's entitlement for time extension.

ARTICLE 9:
PAYMENTS AND COMPLETION:

9.3 APPLICATIONS FOR PAYMENT:

9.3.1 Delete paragraph and subparagraph and replace with the following:

9.3.1 On or before the eighteenth (18th) day of each month, the Subcontractor shall submit to the General Contractor, an itemized partial payment request supported by such data substantiating the Subcontractor's right to payment for work completed during the period since the previous pay request. Partial payment requests shall be based upon one hundred percent (100%) of the value of the work installed, and the actual invoice amount of materials (fabricated) and equipment suitably stored and protected at the site. Payment request submittals by a Subcontractor will not require Subcontractor lien releases, however, payment for the submittal will not be made until the General Contractor has received and forwarded to the Owner appropriate Partial or Final Lien Release from the Subcontractor. The General Contractor will verify that "As-Built" drawings are up-to-date prior to processing the application for payment. Partial payment requests by Subcontractors shall be accompanied by lien releases from the Subcontractors and Suppliers and, or Sub-Subcontractors, who have issued Notice To Owner ("NTO"). Such releases will be for labor, services or materials which were supplied to the Subcontractor through the date of the previous pay request of the Subcontractor. All lien releases shall be submitted on the form bound herein and must be shown the amount paid. Subcontractor payment requests submitted after the 20th day of the month will not be processed until the following month.

9.3.2 Supplement as following:

9.3.2.1. Applications for Payment shall be made on three copies of notarized A.I.A. Documents G702 and G703, available from the American Institute of Architects, 1735 New York Avenue, N W, Washington, D. C. 20006. Stored material shall be reported on the "Stored Materials for Pay Request" form incorporated herein. Include partial Lien Waivers and copies of backup information such as billing/delivery tickets, etc.

9.3.2.2. The General Contractor and the Architect will certify to the Owner that payment in the sum of 90% of the value of work accomplished and materials stored on site is due the General Contractor and Subcontractors according to his best judgment of correct amounts. Ten percent (10%) of the value of each monthly request will be retained by the Owner.

9.3.2.3. When seventy five percent (75%) of the value of the Owner's Contract has been completed, retainage may be reduced for a given category of work for an individual Subcontractor. The Subcontractor must have met, and continue to meet his schedule commitments. If said Subcontractor subsequently fails to meet schedule commitments, the ten percent (10%) retainage will be reinstated. The implementation of this reduction in retainage is not automatic and must be approved by the Architect and the Owner.

9.3.2.4. Upon determination by the Architect that satisfactory progress has been made, payment authorized at the time of Substantial Completion may include the total retainage in the Contract, except that an amount equal to twice the cost estimated by the Architect to complete or correct items on a tentative punch list of uncompleted items will be retained until final completion.

9.3.3 Supplement as follows:

9.3.3.1 This provision shall not be construed as relieving the General Contractor and/or Subcontractors from the responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work or materials, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract.

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 General Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractors, 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 General Contractor after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents, all final lien releases, and the "Final Consent of Surety". Final payment will be made within fourteen (14) days after documents have been received by the Owner, accepted and certified by the Architect. Final payment will not be made until all close-out documents have been submitted and approved. General Contractor will make payments to Subcontractors within fourteen (14) days after receipt of cleared funds from the Owner. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved. The Final Lien Waivers submitted shall be on the form bound herein and shall be submitted to the Owner with the Final Application for Payment.

ARTICLE 10:

PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraphs:

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 (PI91-596) 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 Contractor and Subcontractors 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 Contractor's/Subcontractor's material, equipment or plant during such hurricane or storm.

10.2.7 Add the following subparagraphs:

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 Architect shall be the sole judge determining the party causing the damage.

ARTICLE 13:

MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

13.1.1 The Subcontractors, and General Contractor shall comply with all applicable provisions of the Florida Building Code 2007 (with latest supplements), Florida Fire Prevention Code 2007, 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.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD:

13.7.1 Add the following:

13.7.1 As between the Owner and General Contractor: Chapter 95, Florida Statutes, shall govern limitations of actions under or resulting from this agreement.

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 General 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 making or acceptance of final payment, 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 made within thirty (30) days after the date on which the party making the demand received the written decision. Failure to commence litigation within said thirty (30) day period will result in the Initial Decision Maker's decision becoming final and binding upon the General 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 Contractors 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 General 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 008000

SECTION 008200 – SPECIAL CONDITIONS

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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 required for this project. The Contractor shall obtain all required approvals and inspections for the construction project. The Subcontractors and Suppliers shall cooperate with the Contractor in obtaining required approvals and inspections. The Owner has made arrangements with the Bay County Builders Services for Plan Review and Inspection Services and shall pay for the permit and inspection fees.
- B. Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.
- C. Other Permits and Fees: Other than as noted above, the General 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 General Contractor.
- D. The General Contractor and all Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The General Contractor will provide the project sign as designed by the Architect. The sign will be two (2) 8' x 12' professionally painted (or digital printed and mounted)

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

ARTICLE 3: LAYOUT OF WORK:

- A. The Contractor will accurately establish all principal lines, grades, levels, building base lines, and control points. Each Contractor/Subcontractor shall lay out his own work to dimension from principal lines and be responsible for layout of his Subcontractors' work. Each Contractor shall make provision to preserve control points, monuments, stakes, bench marks, or other datum points, and if any of these should be lost or displaced through neglect of the Contractor or Subcontractor, they shall be replaced at his cost.
- B. The Contractor shall be responsible for the correct location, dimensions, and elevations of his work. As the Work progresses, the Contractor shall lay out the exact locations of Work under his Contract, as a guide to all trades. Prior to any installation, HVAC, plumbing, and electrical contractors shall exchange layout drawings and coordinate the Work through the General Contractor.
- C. The General Contractor shall be responsible to take such field measurements as may be required to determine the size of ordered materials. In the event "Guaranteed Dimensions" are required, the General Contractor shall advise other Contractors or Material Suppliers by use of drawings, templates, or mock-ups of the required conditions.
- D. 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 and the Owner. 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 Subcontractors shall carefully plan the layout and review any questionable installations with the General Contractor and the Architect.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure around the work perimeter will not be required, however, gates at roadways are required for the duration of the construction period. The General Contractor shall provide and remove temporary fencing with gates for required access to the construction area, temporary facilities, storage, and staging areas. The Contractors and Subcontractors shall repair or replace fencing and surrounding areas damaged as a result of their operations. The Contractor shall remove and replace fencing and gates as required to provide access for oversized items. Temporary fencing shall be removed at the end of the project and the area shall be restored to it's original condition, or the designed condition as may be appropriate.
- B. The services of a watchman will not be provided by the General Contractor, Owner or the Architect. The Contractor and each Subcontractor shall be responsible for, and make good, any loss due to theft or vandalism during construction.
- C. Contractors shall advise the General Contractor and the Architect of any theft or damage which might delay the execution of the Work.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Contractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work. Location shall be coordinated and approved

by the General Contractor. During progress of work and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The General Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.

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 General Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the General 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. Each 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. Do everything necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor/Subcontractor intends to depart from the normal work hours, he shall notify the General Contractor 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. Each Contractor and 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 under this contract. Repair or replacement of damaged items shall be to the satisfaction of the General Contractor, 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. Each Contractor or Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees shall maintain procedures as stated in the General Contractor's safety program.
- K. All Contractors and Subcontractors are required to provide on-site storage facilities in the areas designated by the General Contractor and approved by the Architect. Each Contractor 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 General Contractor, Owner or separate Contractor as directed by the General Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The General Contractor shall receive from each Subcontractor, a receipt of shipment for all equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the

- permission of the General Contractor and the Architect. No materials may be stored off-site unless approved in writing by the General Contractor, Architect and Owner.
- M. Each Contractor 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 General 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. General 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.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor will designate an area for construction trailers (if provided) and parking for all construction workers as approved by the Owner and the Architect. Placement and schedule shall be coordinated with the General Contractor.
- B. Contractors may provide a temporary field office and other temporary buildings as may be necessary for his operations as approved by the General Contractor. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the telephones and temporary electrical service in his area for their use as may be necessary.
- C. Each Contractor or Subcontractor 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. Temporary 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.
- F. All temporary offices and sheds must be removed within seven (7) days of written notice from the General Contractor or the Architect. Structures not removed in a timely manner will be removed by the Owner at the Contractor's expense.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that each Contractor and Subcontractor shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the General Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the General Contractor.

ARTICLE 10: CLEANUP:

Contractors and Subcontractors shall be responsible for clean up in accordance with the General Contractor's bid package requirements.

ARTICLE 11: QUALITY CONTROL:

- A. It is the General Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which appear as part of the Contract Documents. It is also the General 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 General Contractor with a Notice of Non-Conformance / Rejected Work. The General Contractor will immediately provide the responsible Contractor with a Notice of Non-Conformance / Rejected Work and upon receipt of such notification shall, within 48 hours, inform the General Contractor, Owner and Architect of his intended corrective plan of action.
- C. The General 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 Architect/Engineer, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.

ARTICLE 12: CHANGES TO THE WORK:

During the course of the General 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. The occurrence of such events may cause the General Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The General Contractor, Subcontractor 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 007000 AIA form A201 and Section 008000 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 General Contractor will schedule a meeting with the Contractors/Subcontractors 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. In the event a Contractor or 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 Subcontractor's installations.

- D. When a change order request is issued, the affected Contractors shall review the Coordination Drawings and bring to the attention of the General 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/Subcontractors 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/Subcontractors will be held solely responsible for any 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 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 General 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 General 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 and Subcontractor 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 all 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:

All exposed screw and bolt heads in secure spaces throughout the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:

- A. 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.
- B. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Architect/Engineer.
- C. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

The General 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 triplicate) to the Architect. The General 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 Architect and Engineer for verification. The Architect/Engineer will retain one (1) copy in his file and will deliver the remaining 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.

- A. 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.
- B. 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 Address	Representative's Name Phone Number
Division 2	Earth Moving and Site Grading Company Name Address	Representative's Name Title Phone Number
- C. CERTIFICATE OF SUBSTANTIAL COMPLETION: The General 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.
- D. CERTIFICATE OF STRUCTURES LOCATIONS: The General 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.
- E. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The General Contractor shall provide copies of all test and balance reports from his Contractors and 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.
- F. LIEN WAIVERS: All releases and waivers of liens from the General Contractor, Contractors, Subcontractors, and Material Suppliers shall be on the form incorporated in the project documents.
- G. CONTRACTORS AFFIDAVIT OR PAYMENT OF DEBTS AND CLAIMS: The General Contractor and Subcontractors shall provide a certification on A.I.A. Document G706, Latest Edition, that all work covered by the bills of material and equipment, or other

indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied.

- H. CONSENT OF SURETY: The General Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.
- I. WARRANTY, GUARANTEE AND BONDS:
1. The General Contractor and Contractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by 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. Walk-thru will occur during the 11th month from the date of substantial completion.
 2. Warranty, guarantee and bonds will be as stated in the General Contractor's contract.
- J. INSTRUCTION/OPERATION MANUALS AND KEYS:
1. Contractors 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 Contractors 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. Contractors 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. Contractors 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. Contractors 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.
- L. AS-BUILT DRAWINGS:
1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer. The A/E will provide digital AutoCAD 2007 drawing files to the Contractors upon receipt by the A/E of the liability release form attached in Specification Section 013310. Architect will not release documents in any other format or edition of AutoCAD. The Contractors will revise the AutoCAD drawing files in accordance with the actual construction of their work. The Subcontractors will then submit the revised documents to the General Contractor who will verify that the drawings reflect the actual construction. The General Contractor will forward approved As-Built/Record Drawings to the A/E for review.
 2. 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. The documents shall be prepared by a competent draftsman and printed and submitted together with six sets of black line prints of the contract drawings - marked "As-Built/Record Drawings." 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 unless two (2) or more divisions are shown on the same sheets of the contract drawings, in which case the various Subcontractors shall also show their changes on the same sheets. Each sheet shall bear the date and name of the subcontractor submitting the drawings. 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."

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 General Contractor's Contract.

END OF SECTION 008200

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: Project No.

The work performed under the Contract dated _____
between GULF COAST STATE COLLEGE (the Owner)
and _____ (the Contractor),
for the construction of THE IFB#1-2015/2016 ATHLETIC FIELDS PROJECT (Building Name)
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 General 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-two (32) calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on _____.

The responsibility of the General 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 of the Contract Documents.

(Architect/Engineer)

(General Contractor)

(Authorized Representative)

(Authorized Representative)

Department of

(Owner)

(Authorized Representative)

CERTIFICATE OF CONTRACT COMPLETION

AGENCY: GULF COAST STATE COLLEGE

PROJECT: IFB#1-2015/2016 ATHLETIC FIELDS 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 have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

GENERAL CONTRACTOR:

ARCHITECT:

Signature: _____ Signature: _____

(SEAL)

(SEAL)

Title: _____ Title: _____

Date: _____ Date: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me this _____ day of _____, 2016, known (or made known) to me to be the

(OWNER) OR (PARTNER) _____

of ,

(Corporate Officer-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

Division No.: _____

Section No.: _____

Title No.: _____

TO: GULF COAST STATE COLLEGE

(Owner)

RE: IFB#1-2015/2016 ATHLETIC FIELDS PROJECT

(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.

(Contractor's Name) _____

(Address)

By: _____

(type name of signee below)

Title: _____

Sworn to and subscribed before me this

(NOTARIAL SEAL) _____ day of _____, 2016.

Notary Public, State of Florida

My Commission Expires:

END OF SECTION 008200

SECTION 009000 – PUBLIC ENTITY CRIMES

PART 1 - GENERAL

1.1 PUBLIC ENTITY CRIMES:

- A. The following statement informs you of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “ A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, for CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.”
- B. Complete the attached Sworn Statement and include with the Bid Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 009000

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

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

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to 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 bid 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, 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 in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, 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.

_____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 Office 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 vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE 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.

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires: _____
[printed, typed or stamped commissioned name of notary public]

SECTION 009100 - TRENCH SAFETY AFFIDAVIT

_____ (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subparagraph P will be adhered to during trench excavation in accordance with tentative assignments to Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act."

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>
--------------------	-----------------	-------------	------------------

Trench Safety			
---------------	--	--	--

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, personally known to me ____, or who produced _____ as identification, and who did ____ or did not ____ take an oath, and to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public

Type/Print Name

Notary Public Commission No.

My Commission expires:

END OF SECTION 009100

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Purchase contracts.
7. Owner-furnished products.
8. Access to site.
9. Coordination with occupants.
10. Work restrictions.
11. Specification and drawing conventions.

Related Section:

12. Division 01 Section "Special Conditions" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

Project Identification:

GCSC IFB#1-2015/2016 ATHLETIC FIELDS PROJECT
FLA Project No. 4166-06

1. Project Location:
GULF COAST STATE COLLEGE
5230 West US Highway 98
Panama City, FL 32401

Owner:

GULF COAST STATE COLLEGE

2. Owner's Representative: Mr. Fred Brown, Director of Procurement.

Architect:

Florida Architects, Inc.
648 Florida Avenue
Panama City, Florida 32401
850.257.5400

Civil Engineer:
Preble-Rish Inc.
203 Aberdeen Parkway
Panama City, FL 32405

Project Website: Secure Project Website(s) administered by the Architect will be used for purposes of managing communication, submittals and shop drawings, and other documents during the construction process.

3. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

The Work of the Project is defined by the Contract Documents and generally consists of the following:

1. The Gulf Coast State College Athletic Fields Project will consist of the clearing and grubbing of approximately 7.6 acres, construction of a stormwater management facility, filling the site approximately 3 feet, and providing final vegetative stabilization.

Type of Contract

2. Project will be constructed under a single prime contract.

1.5 WORK BY OWNER

General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.6 ACCESS TO SITE

General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 10 feet beyond construction perimeter; 10 feet beyond primary roadway curbs and main utility branch trenches; and 10 feet beyond constructed areas that require additional staging areas in order to limit compaction in the constructed area.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 3.

1.7 COORDINATION WITH OCCUPANTS

Owner Occupancy: Owner will NOT occupy site and there are no existing improvements of adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner access. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing site. Do not close site access without written permission from Owner and approval of authorities having jurisdiction.
2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.

2. Weekend Hours: 6:00 a.m. to 6:00 p.m. with Owner's permission.
3. Early Morning Hours: 4:00 a.m. to 6:00 a.m. with Owners permission and no disruptions as noted below.

Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

4. Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.
5. Obtain Owner's written permission before proceeding with utility interruptions.

Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

6. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
7. Obtain Owner's written permission before proceeding with disruptive operations.

Nonsmoking Campus: Smoking is not permitted anywhere on campus at any stage of construction or during construction operations.

Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.

8. Maintain list of approved screened personnel with Owner's Representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

3. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
4. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
5. Architectural Dictionary: A Concise Dictionary of Architectural Terms By John Henry Parker.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Supplementary General Conditions" for additional dates for processing the Application for Payment.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders, Construction Change Directives, or Owner Direct Purchases result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 18th.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Submittal for project materials cost data.
 4. Contractor's construction schedule (preliminary if not final).
 5. Products list (preliminary if not final).
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with final lien releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Requests for Information (RFIs).
 - 4. Project Website.
 - 5. Project meetings.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 10 days following Notice-to-Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office (if provided), on Project Website, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Frivolous RFIs
1. RFIs submitted to the Architect, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
 2. The time involved in reviewing the documents to locate the response and the time required to prepare the response shall be billed to the Contractor at the Project Architect's prevailing wage rate.

- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: [AIA Document G716].
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.

5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT WEBSITE

- A. Use Architect's Project Website for purposes of hosting and managing project communication and documentation until Final Completion. Project Website shall include the following functions:
 1. Project directory.
 2. Project correspondence.
 3. Meeting minutes.
 4. Contract modifications forms and logs.
 5. RFI forms and logs.
 6. Task and issue management.
 7. Photo documentation.
 8. Schedule and calendar management.
 9. Submittals forms and logs.
 10. Payment application forms.
 11. Drawing and specification document hosting, viewing, and updating.
 12. Online document collaboration.
 13. Reminder and tracking functions.
 14. Archiving functions.
- B. Upon completion of Project, provide one complete archive copy of Project Website files to Owner and to Architect in a digital storage format acceptable to the Architect.
- C. Provide the following Project Website software packages under their current published licensing agreements:
 1. Basecamp by 37 Signals.
- D. Contractor, subcontractors, and other parties granted access by the Contractor to project Website shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Sustainable design requirements.
 - l. Preparation of record documents.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy/access requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas (if provided).
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.

- o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 14 days prior to the scheduled date of Substantial Completion.
 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for demonstration and training.
 - f. Preparation of Contractor's punch list.
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - h. Submittal procedures.
 - i. Owner's partial occupancy requirements.
 - j. Installation of Owner's furniture, fixtures, and equipment.
 - k. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
 1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required

- to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AUTO Cad 2007.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Other necessary identification.
 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
 1. Transmittal Form: Use AIA Document G810.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Website specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
 - 3. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - 5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 - 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. If required by Architect, two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Submit subcontract list in the following format:
 - a. PDF electronic file.
 - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- R. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 013310 - DIGITAL FILE RELEASE

DIGITAL FILE DESCRIPTION: _____
(or identify and attach list)

REQUESTED BY:
Company Name: _____

PROJECT: _____ **Date:** _____

Florida Architects, Inc. AND Preble-Rish, Inc. owns the rights to these DIGITAL drawing files as listed below and are transmitted **for the specific purpose of the above referenced Company (herein referred to as "Company") Contract Work** and may not be modified, copied or reproduced in any form or manner, nor assigned to another individual or entity without express written consent from Florida Architects, Inc., for any reason other than for the purpose of the Company Contract work.

Florida Architects, Inc. and Preble-Rish, Inc. assumes no liability as to the reliability of the information contained in these files for the purposes of Company contract work, including but not limited to the indicated dimensions. These DIGITAL files are not construction documents. Differences may exist between these DIGITAL files and corresponding hard-copy construction documents. Florida Architects, Inc. makes no representation regarding the accuracy or completeness of the DIGITAL electronic files you receive. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by Florida Architects, Inc. and the DIGITAL files, the signed and sealed hard-copy construction documents shall govern. The Company is responsible for determining if any conflicts exist. By the use of these files, the Company is not relieved of its duty to fully comply with the contract documents, including and without limitation, the need to check and coordinate work with that of other contractors for the project. By signature below, the Company releases Florida Architects, Inc. from any and all liability regarding the information contained in these DIGITAL files.

Florida Architects, Inc. reserves the right to modify, correct and change the original documents as needed, and may do so without necessarily notifying any other parties, including the Company.

Upon receipt of said drawing files, I _____

acknowledged as the _____ of _____
understand that the said files are for my general information and assistance to accomplish the work of the Company and agree to the conditions of the above statement.

Signature: _____ Date: _____

Printed Name and Title: _____

STATE OF: _____

COUNTY OF: _____

Sworn to and subscribed before me this _____ day of _____, 20____

NOTARY PUBLIC _____ (SEAL)

My commission expires: _____

Personally Known _____ Produced Identification _____ Type _____

END OF SECTION 013310

SECTION 013320 - ROUTING TRANSMITTAL

CONTRACTOR: _____ **ARCHITECT** Florida Architects, Inc.
924 Delaney Ave.
Orlando, Florida 32806

SPEC. SECTION NO. _____

ITEM _____ **Project No.** 4166-08

SUBCONTRACTOR / SUPPLIER _____ **Project Name** GCSC IFB#1-2015/2016 ATHLETIC
FIELDS PROJECT

DATE SENT _____ **NO. COPIES** _____ **OWNER** GULF COAST
STATE COLLEGE

VARIANCE ATTACHED YES _____ **NO** _____ **DATE RECEIVED**

FLA to CONSULTANT _____ **DATE RECEIVED BY CONSULTANT**

DATE SENT _____ **NO. COPIES** _____

ENGINEER _____

ATTN: _____

CONSULTANT to FLA _____ **DATE RECEIVED BY FLA**

DATE SENT _____ **NO. COPIES** _____

REVIEWED BY _____

COMMENTS _____

FLA to CONTRACTOR _____ **DATE RECEIVED BY CONTRACTOR**

DATE SENT _____

TO CONTRACTOR _____

AGENCY _____ **OWNER** _____ **FILE** _____

ACTION TAKEN:

_____ Rejected
_____ Revise and Resubmit as Noted
_____ Conforms with Design Concept as Noted
_____ Conforms with Design Concept
_____ Submit Corrected Copy
_____ No Action Taken

END OF SECTION 013320

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 1. Indicate manufacturer and model number of individual components.
 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 7 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project Quality-Control Manager may also serve as Project Superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement weather conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement weather conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow five days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015010 – PROJECT SIGN

See Attached Documents

END OF SECTION 015010

1. PROJECT NAME	
4. OPENING DATE	2. OWNER
3. OWNER LOGO	
5. BOARD MEMBERS - DIRECTORS IF APPLICABLE	
6. PROJECT RENDERING OR OTHER IMAGE(S)	
 Florida Architects, Inc. Orlando, Florida 407.370.5555 www.floridaarchitects.com <small>FLORIDA ARCHITECTS LICENSE #A0002750</small>	
7. GM-CONTRACTOR NAME, LOCATION, PHONE, WEBSITE & LOGO	

1. Sign should be scaled as appropriate to size & profile of building & site.
2. If no board members, directors or individual names, place FLA & contractor information in area #5, and list consultants, if desired at bottom of sign.
3. To be approved by Owner.
4. Use this as a basic guide for information to include. Arrange areas as appropriate with images and information to be used.

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by land surveyor.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and Sitework for each building within the project.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Allow for thermal movement, including thermal expansion and contraction.
 - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F .
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 9. Complete final cleaning requirements.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - d. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous

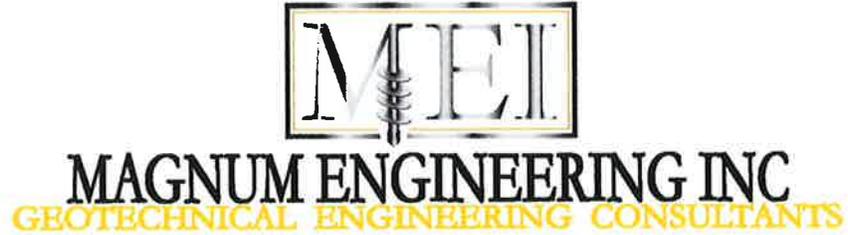
materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 019999 – GEOTECHNICAL RECOMMENDATIONS

See Attached Report

END OF SECTION 019999



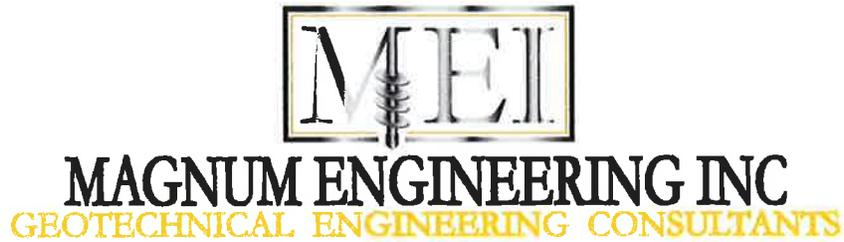
PRELIMINARY GEOTECHNICAL ENGINEERING REPORT

**GULF COAST STATE COLLEGE SOFTBALL COMPLEX
BAY COUNTY, FLORIDA**

PREPARED FOR:

**PREBLE-RISH, INC.
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405**

**1026 PIERSON DRIVE
LYNN HAVEN, FLORIDA 32444
TELEPHONE (850) 258.0994 FAX (850) 248.0994**



May 12, 2015

Preble-Rish, Inc.
Mr. Jonathan Sklarski, P.E.
203 Aberdeen Parkway
Panama City, Florida 32405

SUBJECT: Gulf Coast State College Softball Complex – Preliminary Geotechnical Services
Panama City, Florida
MEI Project No. M114-100-154

Dear Mr. Sklarski:

This letter forwards the results of our Preliminary Geotechnical Services for the proposed Gulf Coast State College Softball Park located in Panama City, Florida. The purpose of this preliminary exploration was to evaluate the subsurface conditions present and to determine whether or not the existing soils are suitable for a proposed softball complex.

Project Description and Scope of Services

The subject site is located east of 23rd Street and north of 20th Street in Panama City, Florida. At the time of our exploration, the site was undeveloped and heavily wooded. An existing ditch was present in the southwest corner of the site. Several isolated areas encountered surface water ponding across the site.

We understand that the proposed site is to be cleared and filled approximately 4 feet. A softball complex is planned for the proposed property. No structural or grading information was available at the writing of this preliminary report.

Our exploration consisted of Five (5) 3 feet to 5 feet deep hand auger borings. Upon completion of our field testing, the samples were brought back to the office for visual inspection, classification and analysis by our engineering staff.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous materials in the air, surface water(s), soil, or groundwater on or in the vicinity of the subject site.

Subsurface Conditions

With the exception of surficial Peat encountered in the top 6 inches of Borings HA-2 through HA-5, the soils generally consisted of slightly silty fine sands throughout the depth of our borings. We did encounter an organic mat that was impenetrable in boring HA-3 at 3 feet below existing grade and in HA-4 at 3 ½ feet below existing grade.

The above subsurface descriptions are of a generalized nature, provided to highlight the major soil strata encountered. Please refer to the attached logs of borings for a more detailed description of the soils encountered.

Groundwater Conditions

Groundwater was encountered from the surface to 1 foot below existing grade at the time of drilling (May 3, 2015), which was during a period of normal seasonal rainfall. Groundwater levels will fluctuate with rainfall and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions. We recommend that the Contractor verify the actual groundwater levels at the time of construction to determine potential impacts groundwater will have on construction procedures.

Preliminary Foundation Recommendations

Due to the high groundwater levels (less than 1 foot from existing elevations) and limited depth obtainable with our hand auger, we recommend the site be cleared and filled the 4 feet as proposed. Once conceptual plans are available showing the location of proposed structures associated with softball complexes (i.e. dugouts, concession, clubhouse, and maintenance building), we recommend performing additional testing in these isolated areas to provide site/soil preparation recommendations and foundation design recommendations.

We hope this letter provides sufficient information for the present. If you have any questions or comments, please feel free to call.

Sincerely,
MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Sr. Geotechnical Engineer
Florida Reg. No. 56813



ATTACHMENTS:

- Figure #1 Boring Location Plan
- Figure #2 Logs of Borings



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LOGS OF BORING

FIGURE # 2



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BORING NUMBER HA-1

PAGE 1 OF 1

CLIENT <u>Preble-Rish, Inc.</u>	PROJECT NAME <u>GCSC Softball Field</u>
PROJECT NUMBER <u>M115-100-154</u>	PROJECT LOCATION <u>Bay County, Florida</u>
DATE STARTED <u>5/3/15</u> COMPLETED <u>5/3/15</u>	GROUND ELEVATION _____ HOLE SIZE _____
DRILLING CONTRACTOR _____	GROUND WATER LEVELS:
DRILLING METHOD <u>Hand Auger Boring</u>	∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING <u>0.3 ft</u>
LOGGED BY <u>J. Vickers</u> CHECKED BY <u>J. Vickers</u>	ESTIMATED SEASONAL HIGH GWT <u>—</u>
NOTES _____	AFTER DRILLING <u>—</u>

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Gray/Brown Slightly Silty Fine SAND (SP-SM)										
1												
2												
3												
4												
5												
		Boring Termination Depth at 5.0 feet.										

GEOTECH BH COLUMNS GCSC SOFTBALL FIELD.GPJ GINT US GDT 5/5/15



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BORING NUMBER HA-2

PAGE 1 OF 1

CLIENT <u>Preble-Rish, Inc.</u>	PROJECT NAME <u>GCSC Softball Field</u>
PROJECT NUMBER <u>M115-100-154</u>	PROJECT LOCATION <u>Bay County, Florida</u>
DATE STARTED <u>5/3/15</u> COMPLETED <u>5/3/15</u>	GROUND ELEVATION _____ HOLE SIZE _____
DRILLING CONTRACTOR _____	GROUND WATER LEVELS:
DRILLING METHOD <u>Hand Auger Boring</u>	∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING <u>0.5 ft</u>
LOGGED BY <u>J. Vickers</u> CHECKED BY <u>J. Vickers</u>	ESTIMATED SEASONAL HIGH GWT <u>--</u>
NOTES _____	AFTER DRILLING <u>--</u>

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		PEAT (PT)										
0.5		Tan/Gray Slightly Silty Fine SAND (SP-SM)										
1												
2												
3												
4												
		Boring Termination Depth at 4.0 feet.										

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BORING NUMBER HA-3

CLIENT Preble-Rish, Inc. PROJECT NAME GCSC Softball Field
 PROJECT NUMBER M115-100-154 PROJECT LOCATION Bay County, Florida
 DATE STARTED 5/3/15 COMPLETED 5/3/15 GROUND ELEVATION _____ HOLE SIZE _____
 DRILLING CONTRACTOR _____ GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger Boring ∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 1.0 ft
 LOGGED BY J. Vickers CHECKED BY J. Vickers ESTIMATED SEASONAL HIGH GWT _____
 NOTES _____ AFTER DRILLING _____

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		PEAT (PT)	AU									
		Gray Slightly Silty Fine SAND (SP-SM)										
1		Tan Slightly Silty Fine SAND (SP-SM)										
2		Gray Silty SAND with Trace of Clay (SP-SM) (Hit organic mat at 3 feet)										
3		Boring Termination Depth at 3.0 feet.										

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BORING NUMBER HA-4

PAGE 1 OF 1

CLIENT Preble-Rish, Inc. PROJECT NAME GCSC Softball Field
 PROJECT NUMBER M115-100-154 PROJECT LOCATION Bay County, Florida
 DATE STARTED 5/3/15 COMPLETED 5/3/15 GROUND ELEVATION _____ HOLE SIZE _____
 DRILLING CONTRACTOR _____ GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger Boring ∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 0.0 ft
 LOGGED BY J. Vickers CHECKED BY J. Vickers ESTIMATED SEASONAL HIGH GWT _____
 NOTES _____ AFTER DRILLING --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		PEAT (PT)										
1		Tan/Gray Slightly Silty Fine SAND (SP-SM) (Hit organic mat at 3 feet and could not penetrate)										
2												
3												
		Boring Termination Depth at 3.5 feet.										

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Lynn Haven, FL 32444

BORING NUMBER HA-5

PAGE 1 OF 1

CLIENT Preble-Rish, Inc. PROJECT NAME GCSC Softball Field
 PROJECT NUMBER M115-100-154 PROJECT LOCATION Bay County, Florida
 DATE STARTED 5/3/15 COMPLETED 5/3/15 GROUND ELEVATION _____ HOLE SIZE _____
 DRILLING CONTRACTOR _____ GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger Boring ∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 0.3 ft
 LOGGED BY J. Vickers CHECKED BY J. Vickers ESTIMATED SEASONAL HIGH GWT ---
 NOTES _____ AFTER DRILLING -

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Dark Brown PEAT (PT)										
0.5		Tan/Gray Slightly Silty Fine SAND (SP-SM)										
1												
2		Dark Gray Slightly Silty Fine SAND (SP-SM)										
3												
3.5		Boring Termination Depth at 3.5 feet.										

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GEOTECH BH COLUMNS GCSC SOFTBALL FIELD.GPJ GINT US.GDT 5/5/15

SECTION 301000 - ENVIRONMENTAL PROTECTION

1.01 SCOPE OF WORK

- A. The Work covered by this Section consists of furnishing all labor, materials and equipment and performing all Work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes; or violate any applicable environmental laws, rules, codes or regulations.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise, odor, and solid waste, as well as other pollutants.
- C. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- D. The CONTRACTOR shall secure, if required, at its own cost, a surface water management permit from the Northwest Florida Water Management District (NFWFMD) and approvals from Bay County and/or Panama City Beach for any construction dewatering activities associated with this project.

1.02 APPLICABLE REGULATIONS

The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.03 NOTIFICATIONS

The OWNER through the PROJECT REPRESENTATIVE will notify the CONTRACTOR in writing immediately following identification of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and any required corrective action to be taken by CONTRACTOR. State or local agencies responsible for verification of certain aspects of the environmental protection requirements may notify the CONTRACTOR of any non-compliance with State or local requirements.

The CONTRACTOR shall, after receipt of such notice from the regulatory agency shall immediately notify the PROJECT REPRESENTATIVE in writing and immediately take correction action. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance and subject to the other terms of the Contract Documents.

1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the PROJECT REPRESENTATIVE to develop mutual understandings relative to compliance with this specification and administration of the environmental pollution control program.
- B. The CONTRACTOR shall remove temporary environmental control features, when approved by the PROJECT REPRESENTATIVE, and incorporate permanent control features into the Project at the earliest practicable time, consistent with the approved

construction schedule.

1.05 EROSION CONTROL

- A. The CONTRACTOR shall ensure sufficient precautions are taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the State or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.

Erosion evident within the limits of construction shall be the responsibility of the CONTRACTOR during the full term of the Contract and for the full 1 year guarantee period. Areas subject to erosion during this time shall be fully restored to original or design conditions (as applicable) within 10 days of notice to the CONTRACTOR.

- B. The CONTRACTOR shall provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented.

Ditches around construction area shall be used to carry away water resulting from dewatering of excavated areas. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

- C. The CONTRACTOR shall schedule and conduct all Work in a manner that will minimize the erosion of soils in the area of the Work. Erosion control measures shall be provided such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required by regulatory authorities to prevent silting and muddying of streams, rivers, canals, impoundments, lakes, etc. All erosion control measures shall be in place prior to any construction activity in any area of the Work.

1.06 PROTECTION OF LAND RESOURCES

- A. Land resources within the Project boundaries and outside the limits of permanent Work shall be restored by CONTRACTOR to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the PROJECT REPRESENTATIVE. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, CONTRACTOR shall protect such trees by placing board, planks, or poles around them. Monuments and markers shall be similarly protected by CONTRACTOR before beginning operations near them.

- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The PROJECT REPRESENTATIVE will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.

All scars made on trees by CONTRACTOR's equipment, construction operations, or by the removal of limbs by CONTRACTOR larger than 1 inch in diameter shall be coated as soon as possible with an approved tree wound dressing.

All trimming or pruning by CONTRACTOR shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of a certified nurseryman, shall be immediately removed and replaced in kind and maintained until growth is assured.

- E. The locations of the CONTRACTOR's lay down area, storage and other construction buildings, required temporarily in the performance of the Work, shall require written concurrence of the PROJECT REPRESENTATIVE. The preservation of the landscape and public perception shall be an imperative consideration in the selection of the lay down area and in the provision of any buildings. Drawings showing the lay down area and any buildings shall be submitted by CONTRACTOR for approval of the PROJECT REPRESENTATIVE.

- F. If temporary roads or embankments and excavations for plant and/or work areas are proposed, the CONTRACTOR shall submit the following for approval by the PROJECT REPRESENTATIVE at least ten days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
2. Details of temporary road construction.
3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written concurrence of the PROJECT REPRESENTATIVE.

No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.

- G. The CONTRACTOR shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess materials, or any other vestiges of construction as requested by the PROJECT REPRESENTATIVE. Any construction disturbed area shall be restored to near natural conditions.
- H. All debris and excess material will be disposed of by CONTRACTOR outside wetland or floodplain areas in an environmentally sound and lawful manner.

1.07 PROTECTION OF AIR QUALITY

- A. The use of burning for the disposal of refuse and debris will not be permitted.
- B. The CONTRACTOR shall maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with concurrence from the appropriate regulatory authority.
- D. Sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish needed sprinkling. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

1.08 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, CONTRACTOR shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly to ensure they are operating correctly.

1.09 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal Regulations.
- B. Sound levels measured by the PROJECT REPRESENTATIVE shall not exceed 55 dBA from 8:00 PM to 7:00 AM or 65 dBA from 7:00 AM to 8:00 PM. This sound level to be measured at the OWNER'S property line. Sound levels of equipment shall not exceed 95 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to acceptable levels. Work stoppage for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to Contract Time and Contract Price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 301000

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

DESCRIPTION OF WORK:

Extent of site clearing is shown on drawings.

Site clearing work includes, but is not limited to:

- Protection of existing trees.
- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above-grade improvements.
- Removing below-grade improvements.

JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

- Protection improvements on adjoining properties and on Owner's property.

- Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

Salvable Improvements: Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2 - PRODUCTS

Not applicable to work of this section.

PART 3 - EXECUTION

SITE CLEARING:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on the site or premises as specifically indicated. Removal includes digging out stumps and roots.

Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of topsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Remove heavy growths of grass from areas before stripping.

Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Dispose of unsuitable or excess topsoil same as waste material, herein specified.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Completely remove stumps, roots, and other debris protruding through the ground surface.

Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

DISPOSAL OF WASTE MATERIALS:

Burning on Owner's Property: Burning is not permitted on Owner's property unless Owner's approval is obtained and proper authorities are notified.

Removal from Owner's Property: Remove waste materials and unsuitable materials from Owner's property and dispose of off site in legal manner.

END OF SECTION 311000

SECTION 312000 - EARTHWORK

1. INTENT:

It is the intent of these specifications to provide supplemental information to the contents of the construction drawings on the quality of materials, execution, measurement, etc. These specifications are general in nature and may contain products and requirements which are not applicable to the project. Discrepancies between these specifications and the construction drawings, either imagined or real, shall be brought to the attention of the Owner's Engineer for clarification.

2. DESCRIPTION OF WORK:

Extent of earth work is indicated on drawings and includes but is not limited to: Excavation and fill for site work; excavation of unsuitable material; excavation for stormwater system including ditches, swales, retention areas, etc

3. DEFINITIONS:

Excavation: Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

Embankment: Fill for roadways interior to right of way, does not include backfill of unsuitable material. Embankment may be used generically to indicate all types of fill except backfill of unsuitable material.

Subbase: A constructed bed of material laid under a road or pavement base on the natural ground surface.

Subgrade: The prepared natural ground beneath a road or pavement base.

The terms subbase and subgrade are used generically in certain instances to indicate the material beneath a road or pavement base without regard as to whether the material is naturally occurring or not. It is the intent of these specifications to make a distinction where warranted. However, on the construction plans, such a distinction may not be shown.

4. RELATED WORK: NA

5. QUALITY ASSURANCE:

Codes and Standards: Perform all Work in compliance with applicable requirements of governing authorities having jurisdiction.

Comply with the provisions of the following codes and standards, except as otherwise shown or specified:

Standard Specifications for Road and Bridge Construction, Florida Department of Transportation, latest edition. Herein specified or shown on the plans as "Section XXX, FDOT Standard Specifications.

Testing and Inspection: Contractor will engage an independent soil testing service for quality control testing during earth work operations.

It will be the responsibility of the Contractor to coordinate all testing and inspections. Contractor shall employ, at his expense, an independent testing laboratory approved by the City Engineer. The Contractor shall notify the Owner's Engineer, testing service, and applicable agency inspectors 48 hours in advance of testing and inspections.

6. SUBMITTALS:

Test Reports: Submit following applicable reports directly to Engineer from the testing services with copy to Contractor: Test reports on borrow material; field density test reports; optimum moisture-maximum density curves; gradation curves; bearing Test (LBR) for subbase or subgrade material; bearing Test (LBR) for base material.

7. JOB CONDITIONS:

Site Information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn therefrom by Contractor. Data is made available for convenience of Contractor.

Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

Underground Utilities: The plans show certain features of topography, and certain underground utilities, but they do not purport to show in complete detail all such lines or obstructions. Such topography and notes on the plans were inserted from records available and are for the Contractor's convenience only and shall not be used as a basis for claims of extra compensation. Whenever necessary to determine the location of existing pipes, valves, or other underground structures, the Contractor shall examine all available records and shall make all explorations and excavations for such purpose. Any damage to existing facilities resulting from the Contractor's operations shall be immediately repaired by the Contractor at no cost to the Owner.

8. SOIL MATERIALS:

Definitions:

Satisfactory Soil Materials: Those materials complying with AASHTO soil classification groups A-1, A-2-4, A-2-5, A-3.

Unsatisfactory Soil Materials: Those materials complying with AASHTO soil classification groups A-2-6, A-2-7, A-4, A-5, A-6, A-7, and A-8. Unsatisfactory materials include but are not limited to those materials containing roots and other organic matter, trash, debris, frozen materials, and stones larger than three inches. Unsatisfactory materials also include manmade fills, refuse, or backfills from previous construction.

Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100% passing a 1-1/2" sieve and not more than 5% passing a No. 4 sieve.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock, or gravel larger than two inches in any dimension, debris, waste, vegetable, and other deleterious matter and less than 15% passing No. 200 sieve.

9. EXCAVATION:

General: Excavation Work includes excavation to the lines, grades, and cross-sections indicated and includes excavation of pavements and other obstructions visible on ground surface; underground structures, utilities, and other items indicated to be demolished and removed; along with earth and other materials encountered.

Unauthorized excavation consists of removal of materials beyond indicated lines, grades, and cross-sections without specific direction of Engineer. Unauthorized excavation, as well as remedial Work directed by Engineer, shall be at Contractor's expense.

Unsuitable Materials: Where muck, rock, clay, or other material within the limits of the roadway or other Work is unsuitable in its original position, the Contractor shall excavate materials to the cross sections indicated on the plans or as directed by the Engineer. The unsuitable material, when so directed, shall be stockpiled on site at a location selected by Owner except for material containing deleterious matter larger than two inches in diameter which shall be disposed of off-site in accordance with applicable codes and regulations. The excavated area shall be backfilled with suitable material to the lines, grades, and elevations indicated on the plans in accordance with these specifications.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross-braces, in good, serviceable condition.

Establish requirement for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

De-watering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. De-watering will be included in proposal cost of all items.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footing, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other de-watering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations. Do not store within drip lines of trees indicated to remain.

Dispose of excess soil material and waste materials as herein specified.

Excavation for Stormwater Systems: Excavation shall be to the lines, grades, and cross-sections indicated.

10. BACKFILL, FILL, AND EMBANKMENT:

General: Backfill, fill, and embankment work includes fill to the lines, grades, and cross-sections indicated. Place acceptable soil material in layers to required elevations, for each area classification as contained herein.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Flow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials in layers not more than 12" in loose depth for material compacted by heavy compaction equipment, and not more than six inches in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on unsuitable material unless so indicated on plans.

Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

Placing in Unstable Areas: Where the material is deposited in water or on low swampy ground that will not support the weight of hauling equipment, the fill shall be constructed by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. At the point where hauling equipment will be supported by the embankment, fill will be placed in successive layers of not more than eight inches, measured loose, for the full width of the area and to the necessary thickness.

Placing on Steep Slopes: When embankments are constructed on a hillside sloping more than 20 degrees from the horizontal, the surface of the original ground on which the embankment is to be placed shall be plowed deeply to cut into steps, as directed, before filling is started.

Placing Outside Standard Minimum Slope: Where material is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately 2 to 1), such material shall be placed in layers of not more than 18 inches in thickness, measured loose. Material which is suitable for normal embankment but which is being placed outside such standard minimum slope, may also be placed in 18 inch layers.

Backfill excavations as promptly as Work permits, but not until completion of the following: Inspection, testing, approval, and recording locations of underground utilities; removal of concrete form work, no form work will be allowed to remain in place; removal of shoring and bracing and backfilling of voids with satisfactory materials; removal of trash and debris.

11. GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between point where elevations are indicated, or between such points and existing grades.

Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

Finish surface free from irregular surface changes and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.

Compaction: After grading, compact surfaces to the depth and indicated percentages of maximum or relative density for each area classification.

12. COMPACTION:

General: Control soil compaction during construction providing minimum percentage of density specified for each layer of material for the area classification indicated below.

Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density determined in accordance with AASHTO T-180.

Drainage Structures: Unless noted otherwise on plans, compact each layer of backfill or fill material at 95% maximum density and top 12" of subgrade at 98% maximum density.

Pavement: Unless noted otherwise on plans, compact each layer of backfill or fill material at 95% maximum density. Compact the top layer as shown on the plans to the specified maximum density. The subgrade or subbase shall have a minimum Limerock Bearing Ratio (LBR) of 40. In the event that the required LBR cannot be achieved using the native or fill material, then the subgrade or subbase shall be stabilized in accordance with other Division 2 sections for stabilization.

Stormwater System: Unless noted other on plans, compact top eight inches and each layer of backfill or fill material at 95% maximum density.

Lawn or Unpaved Areas: Unless noted otherwise on plans, compact top six inches and each layer of backfill or fill material at 90% maximum density or to the density of existing soils.

Walkways, Slabs, Ditch Pavement, and Miscellaneous Structures: Unless noted otherwise on plans, compact top eight inches of subgrade and each layer of backfill or fill material at 95% maximum density.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

13. TESTING AND INSPECTION REQUIREMENTS:

General: Testing and inspection requirements may also be contained on the plans for coordination purposes. In the event of a discrepancy between the requirements contained herein and those shown on the plans, the more stringent of the two shall apply unless directed otherwise by the Owner's Engineer.

Maximum Density/Optimum Moisture Content: One test shall be performed in accordance with AASHTO T-180/ASTM D-1557 for each soil type.

Fill and Backfill under Roadways and Structures: Testing and inspection shall include the following:

Maximum Density/Optimum Moisture Content: One test shall be performed in accordance with AASHTO T-180/ASTM D-1557 for each soil type.

Field Density and Thickness: One test and thickness measurement shall be performed on alternating lifts for each 500 linear feet of roadway or 750 square yards of pavement with not less than three tests per lift. Field density test shall be in accordance with AASHTO T-191/ASTM D-1556 (sand cone method) or AASHTO T-204/ASTM D-2937 (drive cylinder method).

Gradation: One gradation test shall be performed for each soil type in accordance with AASHTO M-92.

Stormwater Systems: Upon completion of earth work for a stormwater system to the lines, grades, and elevations indicated on the plans, the system shall be subject to a visual inspection prior to stabilization by vegetation.

Testing and/or inspections which must be repeated due to unsatisfactory results will be at no additional cost to the Owner.

14. MAINTENANCE

Protection of Graded Areas: Protect newly-graded areas from traffic and erosion. Keep free of trash and debris. Erosion control shall be by stabilizing vegetation, either permanent or temporary, placed within five days of grading.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape and compact to required density prior to further construction.

Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent Work and eliminate evidence of restoration to greatest extent possible.

15. DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal to Designated Areas on Owner's Property: Transport acceptable excess excavated material to designated soil storage areas on Owner's property. Stockpile soil or spread as directed by Engineer.

Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of off Owner's property.

16. MEASUREMENT AND PAYMENT:

General: The contract unit price for the various items shall be compensation in full for furnishing all materials, labor, equipment, tools, and incidentals necessary for completion in every detail in accordance with the plans and specifications. There will be no direct payment for clean-up and restoration of property.

END OF SECTION 312000

SECTION 321000 – SODDING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Sod Installation

1.02 REFERENCES

- A. ASPA - American Sod Producers Association - Guideline Specifications to Sodding.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.

1.03 DEFINITIONS

- A. Weeds: Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Hill, Bindweed, Bent Grass, Wild Garlic, Perrenial Sorrel, and Brome Grass.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod that can be laid within 24 hours.

PART 2 - PRODUCTS

2.01 ACCEPTABLE SOD GROWERS

- A. Nurseries and Sod Growers in the surrounding area who have a 5-year record are acceptable.

2.02 MATERIALS

- A. Sod:
 - 1. ASPA approved, field grown grade; cultivated grass sod; for low maintenance and traffic durability, with strong fibrous root system, free of stone, burned or bare spots; containing no more than 5 weeds per 1000 square feet.
- B. Approved Sods:
 - 1. Bermuda, (Cynodon Dactylon).

2.03 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with ASPA guidelines.
- B. Cut sod in area not exceeding one square yard, with minimum 1/2 inch and maximum one inch topsoil base.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.

3.03 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately on delivery to site and within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12-inches overlapping; minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas. Place top elevation of sod 1/2 inch below adjoining paving or curbs.
- E. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- F. Prior to placing sod, on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.
- I. Sod shall be laid in all ditch areas and slopes that are equal to or steeper than 1 vertical to 3 horizontal or in areas determined by the Engineer to "erosion problem" areas. Sod shall be pinned down for stabilization in these areas.

END OF SECTION



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
400 HIGH POINT DRIVE, SUITE 600
COCOA, FL 32926

REPLY TO
ATTENTION OF

DEC 07 2009

Regulatory Division
North Permits Branch
Cocoa Section
SAJ-2006-07785 (SP-JCP)

Gulf Coast Community College
c/o Mr. John D. Mercer
5230 West U.S. Highway 98
Panama City, Florida 32401-1058

Dear Mr. Mercer:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be made available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Cocoa Section of the Regulatory Division of the Jacksonville District at 400 High Point Drive, Suite 600, Cocoa, Florida 32926.

Sincerely,

For Osvaldo Collazo
Chief, North Permits Branch

Enclosures.

Copies Furnished: CESAJ-RD-PE

RECEIVED

DEC 09 2009

Administrative Services

DEPARTMENT OF THE ARMY PERMIT

Permittee: Gulf Coast Community College
c/o Mr. John R. Holdnak
5230 West U.S. Highway 98
Panama City, Florida 32401-1058

Permit No: SAJ-2006-07785 (SP-JCP)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The proposed development plan for this project is to impact 6.12 acres of waters of the United States at the existing Gulf Coast Community College (GCCC) site, for the relocation of the sports fields to the proposed site in order to make room for a new facility to house a corporate training facility to service Panama City, Bay County, and the surrounding areas. The work described above is to be completed in accordance with the 4 pages of drawings [and attachments] affixed at the end of this permit instrument.

Project Location: The proposed *Gulf Coast Community College Athletic Field Relocation* project, is located between 23rd and 20th Streets in Section 35, Township 3 South, Range 15 West, at the existing campus, in Panama City, Bay County, Florida.

Directions to site: Take US 98 to 23rd Street and turn onto 23rd Street. The site is located on the right hand side of the road across from the existing GCCC campus

Latitude & Longitude: Latitude ... 30.1855°
Longitude...-85.7199°

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PERMITTEE: Gulf Coast Community College Athletic Field
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Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **September 18, 2014**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to

PERMIT NUMBER: 2006-07785(IP-JCP)
PERMITTEE: Gulf Coast Community College Athletic Field
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ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232. The Permittee shall reference this permit number, SAJ-2006-07785(IP-JCP), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas adjacent to wetlands shall be stabilized using sod, degradable mats, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
4. **Mitigation:** Within 30 days from the date of initiating the authorized work or 12 months from the effective date of this permit, whichever first occurs, the Permittee shall commence the work described in the attached mitigation plan, which includes the enhancement of 30.5 acres of off-site wetlands, and notify the Corps that work has begun on the mitigation plan. The proposed mitigation was analyzed through a UMAM functional assessment to address both direct and secondary impacts. The functional gain from the off-site mitigation will offset direct, secondary, and potential cumulative impacts to the watershed.
5. **Performance Standards:** To meet the objectives of the approved compensatory mitigation plan, the Permittee shall achieve the following performance standards:

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PERMITTEE: Gulf Coast Community College Athletic Field
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a. At least 80 percent cover by appropriate wetland species (i.e., FAC or wetter).

b. Cover of Category I and II invasive exotic plant species, pursuant to the most current list established by the Florida Exotic Pest Plant Council at <http://www.fleppc.org>, specifically titi (*Cliftonia* spp), and the nuisance species primrose willow (*Ludwigia peruviana*), dogfennel (*Eupatorium capillifolium*), Bermudagrass (*Cynodon* spp.), Bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 5 percent.

c. Less than 20 percent mortality of any planted wetland species.

d. Hydrologic enhancement will result in soils that are saturated to the surface between 5 and 12.5 percent of the growing season.

The Permittee shall achieve the above performance standards by the end of the 5-year monitoring period, with no maintenance during the 5th year of monitoring. In the event that the above performance standards have not been achieved, the Permittee shall undertake a remediation program approved by the Corps in accordance with the **Remediation** Special Condition of this permit.

6. Monitoring and Reporting Timeframes: To show compliance with the performance standards the Permittee shall complete the following:

a. Perform a time-zero monitoring event of the wetland mitigation area(s) within 60 days of completion of the compensatory mitigation objectives identified in the **Compensatory Mitigation** Special Condition of this permit.

b. Submit the time-zero report to the Corps within 60 days of completion of the monitoring event. The report will include at least one paragraph depicting baseline conditions of the mitigation site(s) prior to initiation of the compensatory mitigation objectives and a detailed plan view drawing of all created, enhanced and/or restored mitigation areas.

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c. Subsequent to completion of the compensatory mitigation objectives, perform semi-annual monitoring of the wetland mitigation areas for the first 3 years and annual monitoring thereafter for a total of no less than 5 years of monitoring.

d. Submit annual monitoring reports to the Corps within 60 days of completion of the monitoring event. Semi-annual monitoring will be combined into one annual monitoring report.

e. Monitor the mitigation area(s) and submit annual monitoring reports to the Corps until released in accordance with the **Mitigation Release** Special Condition of this permit.

7. **Reporting Format:** Annual monitoring reports shall follow a 10-page maximum report format for assessing compensatory mitigation sites. The Permittee shall submit all documentation to the Corps on 8½-inch by 11-inch paper, and include the following:

a. Project Overview (1 Page):

- (1) Department of the Army Permit Number
- (2) Name and contact information of Permittee and consultant
- (3) Name of party responsible for conducting the monitoring and the date(s) the inspection was conducted
- (4) A summary paragraph defining the purpose for the approved project, acreage and type of aquatic resources impacted, and mitigation acreage and type of aquatic resources authorized to compensate for the aquatic impacts
- (5) Written description on the location and any identifiable information to locate the site perimeter(s)
- (6) Directions to the mitigation site (from a major highway)
- (7) Dates compensatory mitigation commenced and/or was completed

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(8) Short statement on whether the performance standards are being met

(9) Dates of any recent corrective or maintenance activities conducted since the previous report submission

(10) Specific recommendations for any additional corrective or remedial actions.

b. Requirements (1 page): List the monitoring requirements and performance standards, as specified in the approved mitigation plan and special conditions of this permit, and evaluate whether the compensatory mitigation project site is successfully achieving the approved performance standards or trending towards success.

c. Summary Data (maximum of 4 pages): Data shall be provided to substantiate the success and/or potential challenges associated with the compensatory mitigation project. Any photo documentation shall be dated and clearly labeled with the direction from which the photo was taken, and be identified on the appropriate maps.

d. Maps (maximum of 3 pages): Maps shall be provided to show the location of the compensatory mitigation site relative to other landscape features, habitat types, locations of photographic reference points, transects, sampling data points, and/or other features pertinent to the mitigation plan.

e. Conclusions (1 page): A general statement shall be included describing the conditions of the compensatory mitigation project. If performance standards are not being met, a brief explanation of the difficulties and potential remedial actions proposed by the Permittee, including a timetable, shall be provided.

8. **Remediation:** If the compensatory mitigation fails to meet the performance standards 5 years after completion of the compensatory mitigation objectives, the compensatory mitigation will be deemed unsuccessful. Within 60 days of notification by the Corps that the compensatory mitigation is unsuccessful, the Permittee shall submit to the Corps an alternate compensatory

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mitigation proposal sufficient to create the functional lift required under the permit. An alternate compensatory mitigation proposal may be required to include additional mitigation to compensate for the temporal loss of wetland function associated with the unsuccessful compensatory mitigation activities. The Corps reserves the right to fully evaluate, amend, and approve or reject the alternate compensatory mitigation proposal. Within 120 days of Corps approval, the Permittee will complete the alternate compensatory mitigation proposal.

9. **Mitigation Release:** The Permittee's responsibility to complete the required compensatory mitigation, as set forth in the **Compensatory Mitigation** Special Condition of this permit will not be considered fulfilled until mitigation success has been demonstrated and written verification has been provided by the Corps. A mitigation area which has been released will require no further monitoring or reporting by the Permittee; however the Permittee, Successors and subsequent Transferees remain perpetually responsible to ensure that the mitigation area(s) remain in a condition appropriate to offset the authorized impacts in accordance with General Condition 2 of this permit.

10. **As-Builts:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and a completed As-Built Certification Form (Attachment 3) to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.

b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as

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constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.

c. The Department of the Army Permit number.

d. Include pre- and post-construction aerial photographs of the project site, if available.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

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a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The

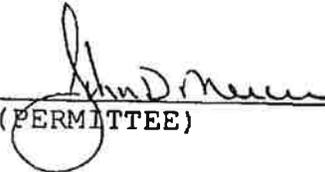
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referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: 2006-07785(IP-JCP)
PERMITTEE: Gulf Coast Community College Athletic Field
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



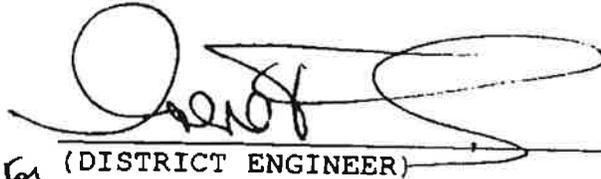
(PERMITTEE)

11-30-09
(DATE)

John D. Mercer, Vice President of Administration & Finance

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(DISTRICT ENGINEER)

7 Dec 09
(DATE)

for Alfred A. Pantano, Jr.
Colonel, U.S. Army
District Commander

PERMIT NUMBER: 2006-07785(IP-JCP)
PERMITTEE: Gulf Coast Community College Athletic Field
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: 2006-07785(IP-JCP)
PERMITTEE: Gulf Coast Community College Athletic Field
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***Attachments to Department of the Army
Permit Number SAJ-2006-07785***

1. PERMIT DRAWINGS: 4 pages, dated 3-30-07

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 13 pages.

3. AS-BUILT CERTIFICATION FORM: For submittal by a professional engineer.

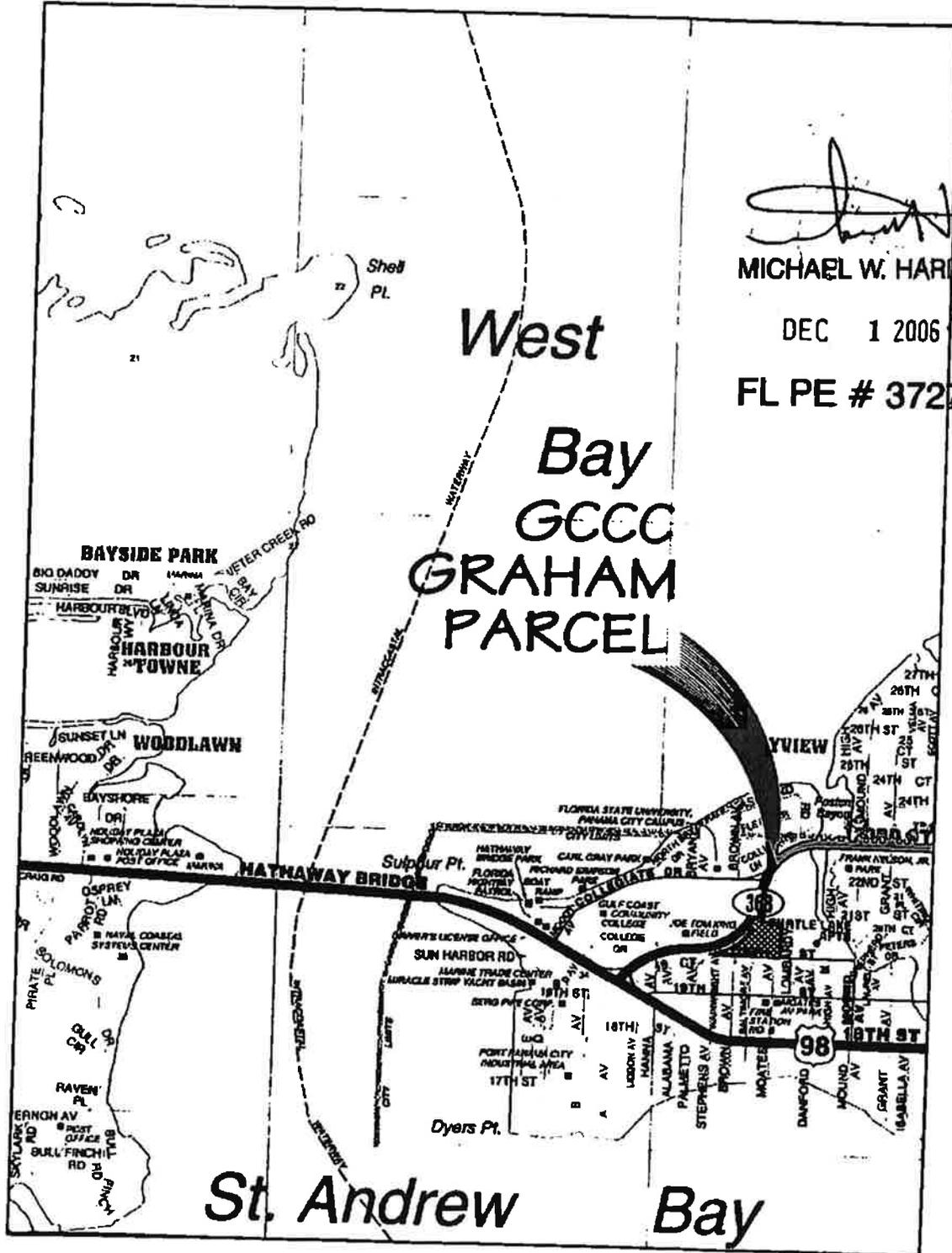
4. Gulf Coast Community College Compensatory Mitigation Plan, per Ecological Resource Consultants, Inc. submittal.

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MICHAEL W. HARPER

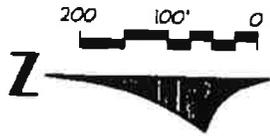
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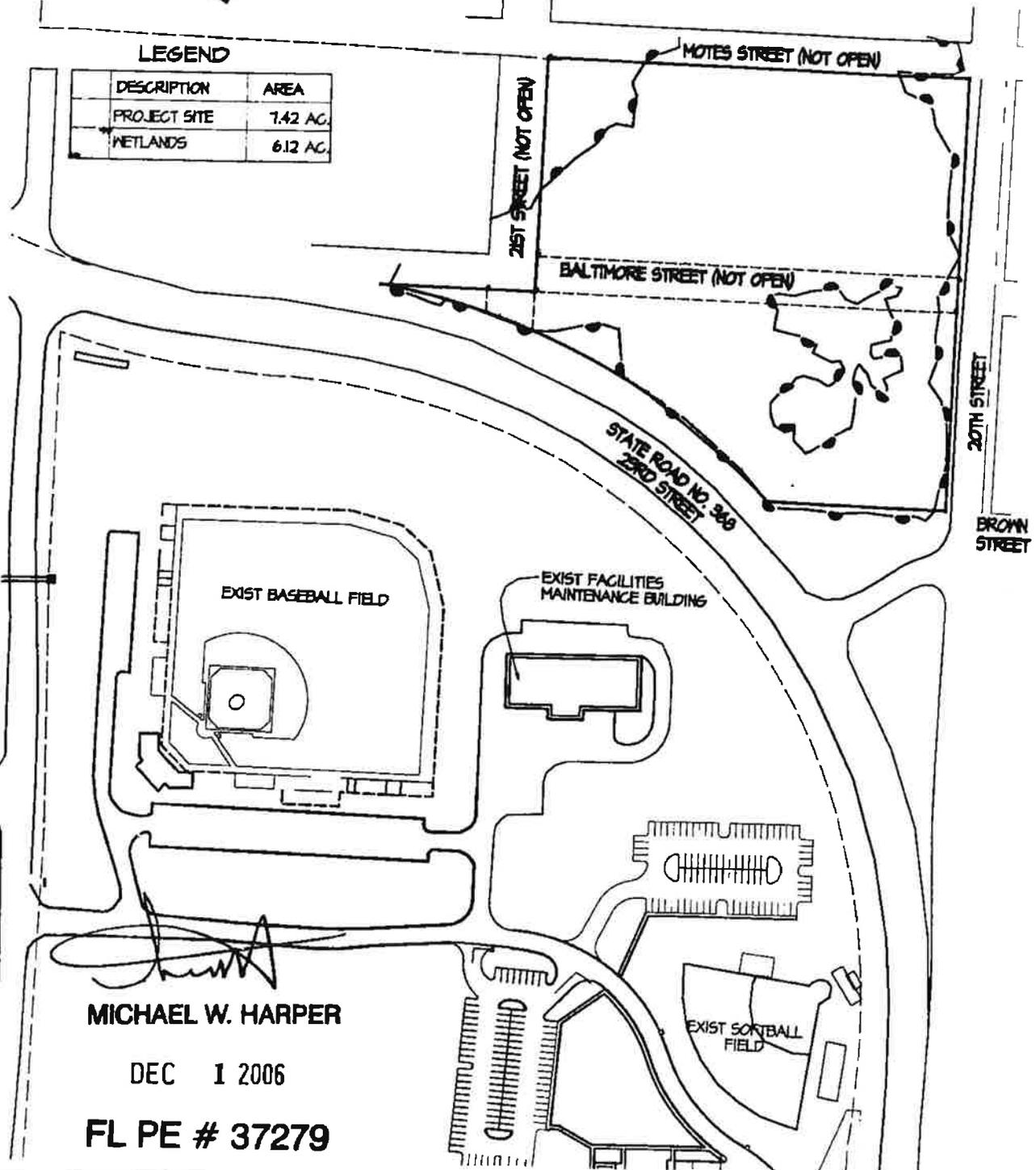
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<p>PROJECT: GRAHAM PARCEL PURPOSE: COMMUNITY COLLEGE DATUM: NGVD IN: SEC 35, T35, R15W BAY COUNTY, FLA</p>	<p>APPLICANT: GULF COAST COMMUNITY COLLEGE PREPARED BY: BUCHANAN & HARPER, INC. T35 WEST 11TH STREET PANAMA CITY, FLORIDA 32401 DATE: 4/10/06</p>	<p>VICINITY MAP  Corps #: SAJ-2006-7785 (IP-TLZ) Project Name: GCCC / Graham Parcel Sheet # 1 of 4, March 30, 2007</p>
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LEGEND

DESCRIPTION	AREA
PROJECT SITE	7.42 AC.
WETLANDS	6.12 AC.



MICHAEL W. HARPER

DEC 1 2006

FL PE # 37279

T:\9000\9400\9441 - GCCC Graham Parcel\9441.dwg

10/6/2006, 0 16:39PM

PROJECT: GRAHAM PARCEL
 PURPOSE: COMMUNITY COLLEGE
 DATUM: NGVD
 IN: SEC 35, T35, R15W
 BAY COUNTY, FLA

APPLICANT: GULF COAST COMMUNITY COLLEGE

PREPARED BY: BUCHANAN &
 T35 WEST II
 PANAMA CI

DATE: 4/10/06

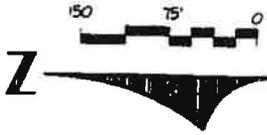


Corps #: SAJ-2006-7785 (IP-TLZ)
 Project Name: GCCC /
 Graham Parcel

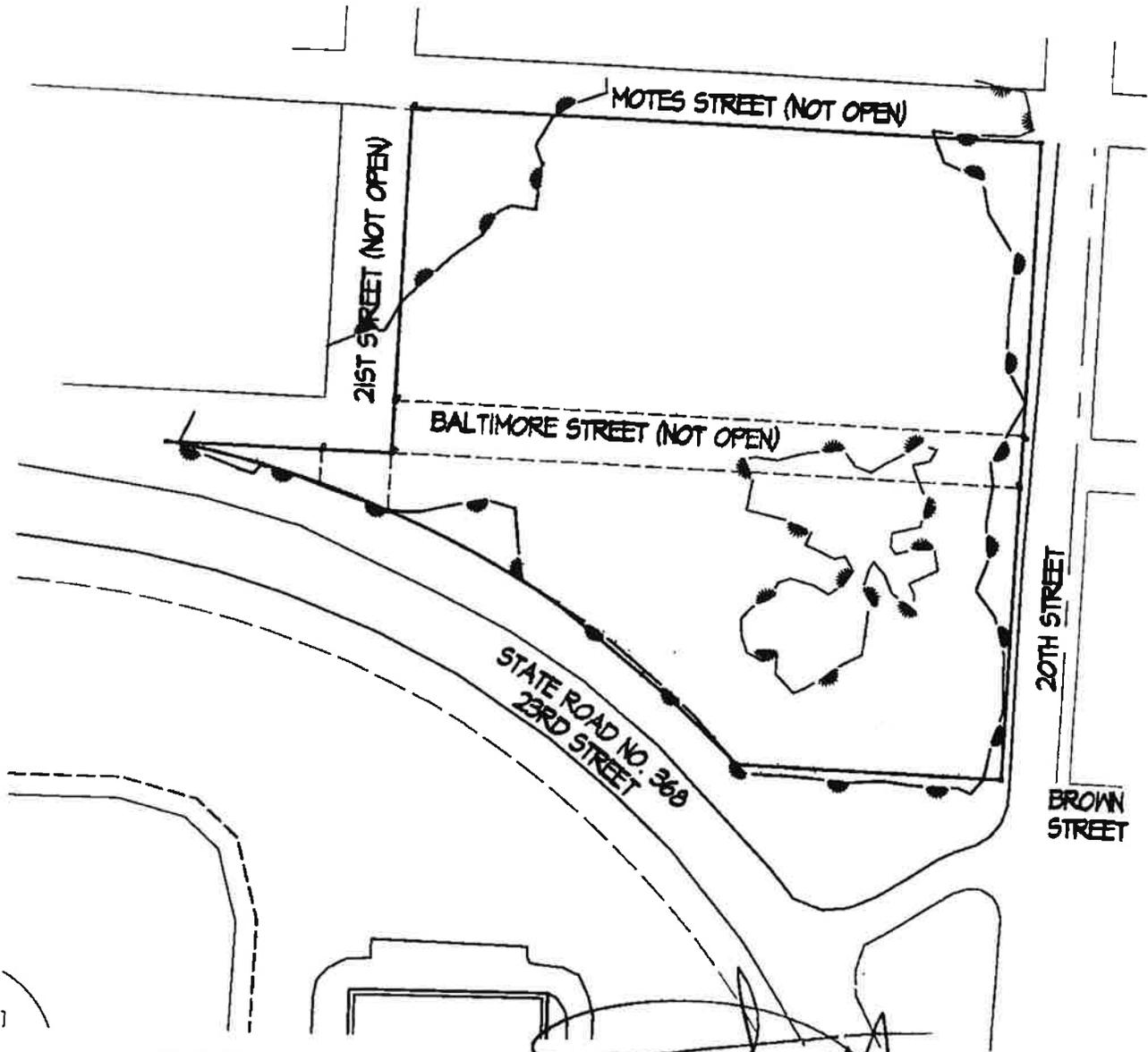
Sheet # 2 of 4 March 30, 2007

**EXISTING SITE
 CONDITIONS**

SCALE 1" = 200'
 SHEET 2 of 7



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LEGEND

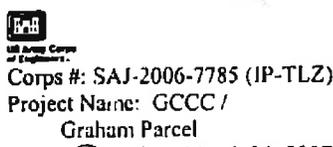
DESCRIPTION	AREA
PROJECT SITE	7.42 AC.
WETLANDS	6.12 AC.

MICHAEL W. HARPER

DEC 1 2006

FL PE # 37279

10/6/2006, 0:15:08PM

<p>PROJECT: GRAHAM PARCEL PURPOSE: COMMUNITY COLLEGE DATUM: NGVD IN: SEC 35, T35, R15W BAY COUNTY, FLA</p>	<p>APPLICANT: GULF COAST COMMUNITY COLLEGE PREPARED BY: BUCHANAN 135 WEST PANAMA C DATE: 4/10/06</p> <p></p>	<p>ENLARGED EXISTING SITE SCALE 1" = 150' SHEET 3 OF 7</p>
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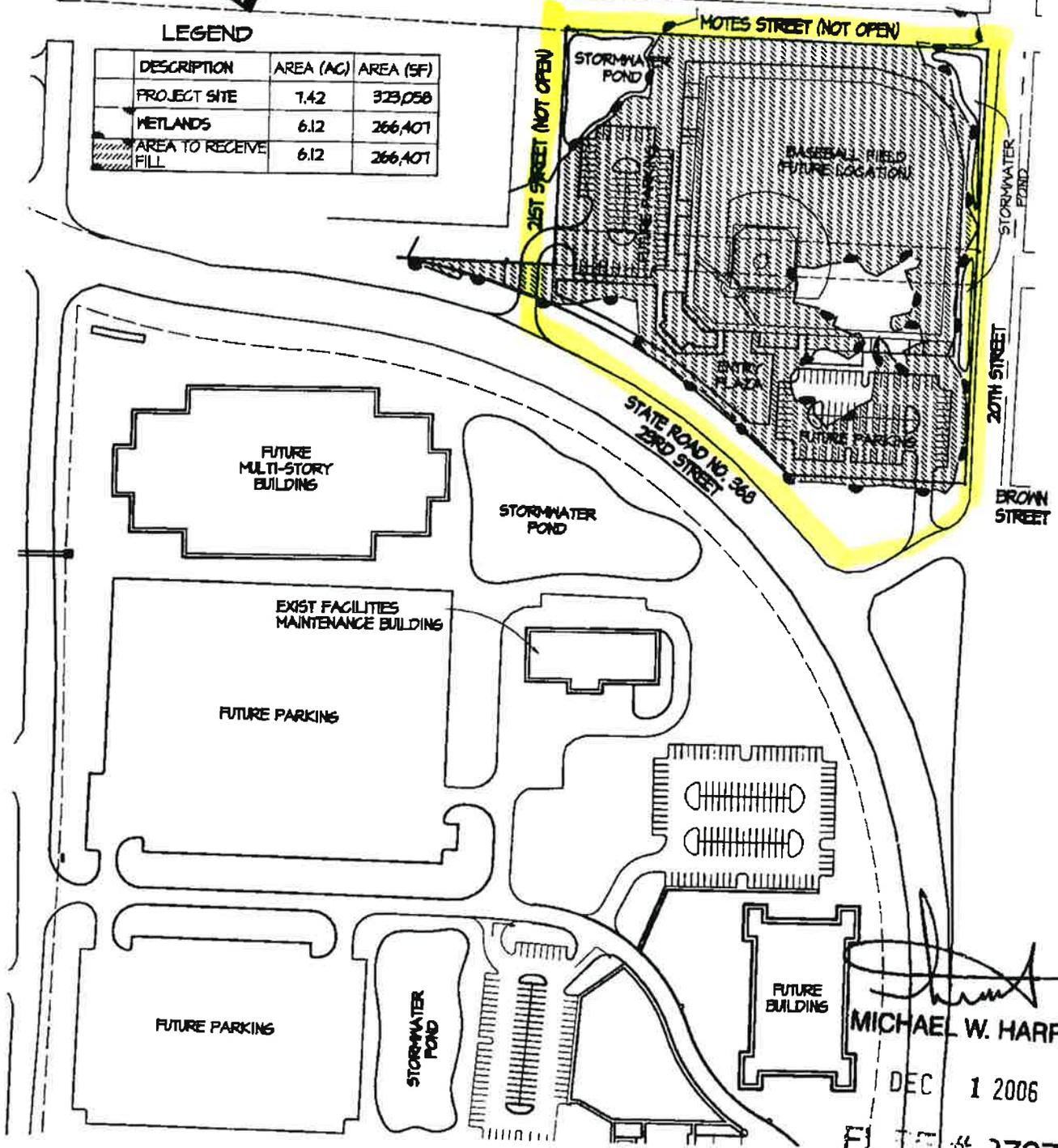
200' 100' 0



LEGEND

DESCRIPTION	AREA (AC)	AREA (SF)
PROJECT SITE	7.42	323,058
WETLANDS	6.12	266,407
AREA TO RECEIVE FILL	6.12	266,407

T:\190009400\194417_GCCC_Graham_Parcel\194417.dwg



[Signature]
MICHAEL W. HARPER

DEC 1 2006

FL. # 37279

11/2/2006, 0:52:18PM

PROJECT: GRAHAM PARCEL
 PURPOSE: COMMUNITY COLLEGE
 DATUM: NGVD
 IN: SEC 35, T35, R15W
 BAY COUNTY, FLA

APPLICANT: GULF COAST COMMUNITY COLLEGE
 PREPARED BY: BUCHAN 
 T35 WEE
 PANAMA
 Corps #: SAJ-2006-7785 (1P-FLZ)
 Project Name: GCCC /
 Graham Parcel
 DATE: 4/10/06
 Sheet # 4 of 4 March 30, 2007

MASTER SITE PLAN

SCALE 1" = 200'
 SHEET 4 OF 7



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

470 HARRISON AVENUE
PANAMA CITY, FLORIDA 32401

RICK SCOTT
GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

Permittee/Authorized Entity:

Gulf Coast State College
c/o John D. Mercer, Vice President of Admin Services
5230 West Highway 98
Panama City, Florida, 32401, Bay County
jmercerc@gulfcoast.edu

GCSC Commodores Softball Complex

Authorized Agent:

Michael W. Harper, P.E.
Vice President, Buchanan-Harper, Inc.
735 West 11th Street
Panama City, Florida
mharper@buchanan-harper.com

**Environmental Resource Permit
State-owned Submerged Lands Authorization – Not Applicable**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Bay County
Permit No.: 03-0271780-003-EI

**Permit Issuance Date: September 30, 2013
Permit Construction Phase Expiration Date: September 30, 2018**

Environmental Resource Permit

Permittee: Gulf Coast State College
Permit No: 03-0271780-003-EI

PROJECT LOCATION

The activities authorized by this Permit are located on the east side of Gulf Coast State College, between 20th Street and 23rd Street, Panama City, Section 35, Township 3 South, Range 15 West, Latitude 30° 11' 6.8" North, Longitude 85° 43' 14.2" West, in Bay County. The off-site mitigation property is located off of State Route 22, Section 19, Township 4 South, Range 12 West, Latitude 30° 07' 19" North, Longitude 85° 29' 19" West, in Bay County.

PROJECT DESCRIPTION

The permittee is authorized to fill approximately 6.2 acres of jurisdictional wetlands for the construction of a baseball/softball field with appurtenant works within the landward extent of Poston Bayou, a Class II Shellfish Prohibited waterbody. Treatment for the proposed project area of ±7.3 acres will be provided via wet detention. Authorized activities are depicted on the attached exhibits.

To offset unavoidable impacts that will occur from these authorized activities, 30 acres of off-site wetlands have been placed into a conservation easement and will be enhanced as well as perpetually managed and monitored.

AUTHORIZATIONS

GCSC Commodores Softball Complex

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-346, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

Federal Authorization

A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

Coastal Zone Management

This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments or homeowners' associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these conditions, including any mitigation requirements, shall constitute grounds for revocation of this permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization, as specifically described above.

SPECIFIC CONDITIONS:

PRIOR TO CONSTRUCTION

1. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is **800-320-0519** (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 872-4375, day or night.

2. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit, unless an application for extension is received and approved pursuant to Rule 62-346.120, F.A.C.

3. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Armstrong, P.E., at 850-595-0554, for more information.

4. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, and 470 Harrison Avenue, Panama City, Florida, 32401. Forms and correspondence may also be submitted via email to epost_nwdpcbo@dep.state.fl.us.

5. Prior to construction, the limits of the proposed fill areas shall be clearly flagged and staked by the agent and/or the contractor. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction area to prevent encroachment from heavy equipment into these areas.

CONSTRUCTION ACTIVITIES

6. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

The following measures shall be taken by the permittee whenever turbidity levels, within the waters of the State, exceed 29 nephelometric turbidity units (NTUs) above background level:

- a. Immediately cease all work contributing to the water quality violation.
- b. Stabilize all exposed soils contributing to the water quality violation, modify the work procedures that were responsible for the violation, install more turbidity containment devices and repair any non-functioning turbidity containment devices.
- c. Notify the Department of Environmental Protection (DEP), Northwest District, within 24 hours of the time the violation is first detected.

7. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

8. All material used as fill for construction of the roadway shall be clean sand/shell material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable for road construction within waters of the State as so determined by the Department.

9. All storage or stockpiling of tools or materials (i.e. lumber, pilings, etc.) shall be limited to uplands or within the impact areas authorized by this project.

10. The following construction sequence and reporting requirements shall be followed for temporary placement of fill.

- a. Prior to the placement of the fill material for temporary access, the areas to be filled shall be photographed and shall be marked to clearly show the pre-construction conditions of these areas. Photograph locations shall be identified on a permit drawing. The photographs and location drawing shall be submitted to the Panama City Branch Office prior to placement of fill in these areas.
- b. The temporary fill shall be stabilized immediately after completion so as not to allow the erosion of material into the waterbody/wetlands.
- c. Within 14 days of the completion of that portion of construction which required the temporary fill, that fill shall be removed and the elevation contours in the area of temporary fill shall be restored to those originally present so as to promote natural revegetation of the area.
- d. Within 72 hours of grading the fill area, photographs of the area shall be taken from the same locations as required in (a). These photographs shall be combined with the photographs required in (a) and the location map required in (a) and shall be submitted to the Panama City Branch Office within 14 days of the completion of the regrading.
- e. One year after grading has been completed, photographs of the area shall be taken from the same locations as required in (a), so as to clearly show the condition of vegetation and substrate within the temporary fill areas. These photographs and a map showing the photograph locations shall be submitted to the Panama City Branch Office within 14 days of their being taken.

MITIGATION

11. If the project for which this permit was obtained will not be accomplished for some reason, then pursuant to the provisions of Section 704.06(4), F.S., the conservation easement shall be released by the grantee. In order to receive the release, the permittee must show that the following conditions have been met:

- a. the permit is no longer required or has expired, and
- b. none of the authorized work has occurred.

The permittee must waive, in writing, all rights under the permit in exchange for the release. The release will be affected as a part of the surrender. The release shall be provided in recordable form.

12. Within six months of permit issuance, the boundary of the conservation easement shall be posted on 100-foot intervals. The signs shall identify the area as a conservation easement for the Department of Environmental Protection, and reference the Department's permit (03-0271780-003-EI) and phone number (850-872-4375). The signs shall be constructed of weather resistant material and shall be replaced as necessary for the life of the easement.

13. The permittee has entered into a binding long-term agreement with the Department, the language of which is included as an attachment to this permit.

14. To ensure success of the mitigation area as defined by the success criteria below, monitoring will be required every five years to ensure that the area is maintained in the enhanced state. Periodic burning, mechanical, or chemical treatments as described in the attached mitigation plan will be required to maintain the enhanced state of the wetlands.

15. Enhancement of the offsite mitigation area, as described in the attached Mitigation Plan, shall commence concurrently with the beginning of construction of the works described in this permit. Initial work will include marking of a 50-meter transect with sampling points every 10 meters as described in the monitoring portion of the attached mitigation plan. A detailed baseline inspection and report shall be developed prior to the start of active enhancement activities. Enhancement activities will commence according to the mitigation plan Restoration and Monitoring Implementation Schedule and will be ongoing until the success criteria are met.

16. Monitoring of the offsite mitigation site will occur semi-annually for the first year post construction and annually until the mitigation is deemed successful. The enhancement will be considered successful when the following criteria have been met: all woody plants in the groundcover will be reduced and maintained as coppice sprouts, the canopy will be reduced to under 30 trees per acre, natural recruitment of desirable wetland plant species will have occurred over 60% of the coverage area of a 50 meter transect and will include at least 25 species in the wet prairie habitat and 15 species in the bogs, and the areas will have no greater than 1% coverage of Category I and Category II invasive exotic plant species, pursuant to the most current list established by the Florida Exotic Pest Plant Council.

17. Narrative progress reports shall be submitted to the Department of Environmental Protection (DEP), Northwest District, Submerged Lands and Environmental Resources Program indicating the status of the mitigation. The cover page shall indicate the permit number, project name and the permittee name. The reports shall include the following information:

- a. Date mitigation enhancement activity was begun; if enhancements have not begun on-site, please so indicate
- b. Brief description of the extent of mitigation enhancements completed since the previous report or since the permit was issued. Show on copies of the permit drawings those areas where enhancements have been completed.
- c. The progress of the permitted mitigation program. The reports shall include; photographs taken from the enhancements areas, a description of problems encountered and solutions undertaken, and anticipated work for the next year
- d. This report shall include on the first page, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted during the period covered by this report"

18. The responsibility to determine if the mitigation is meeting the permit-specified success criteria shall not fall solely on the Department. In the event that the permittee becomes aware that the mitigation is not meeting the success criteria and probably will not meet them (based on site observation or review of monitoring reports), then the permittee shall,

- a. submit an alternative mitigation plan to the Department for review and approval that contains:
 - i. Reasons why a particular mitigation site is not clearly trending towards success and propose actions which will ensure success. The permittee is on notice that the failure to meet a single success criterion will prevent the mitigation site from meeting the success criteria of this permit.
 - ii. A proposed schedule for implementation and completion of the provisions of the alternative mitigation plan. Upon approval, the permittee shall implement the contingency plan pursuant to the approved schedule
- b. submit a \$500 mitigation fee, pursuant to paragraph 62-312.320(3), F.A.C.

The permittee shall implement the approved plan within 60 days of Department approval of the alternative mitigation plan. The approved plan shall be made a part of this permit.

OPERATION AND MAINTENANCE

19. The 'Stormwater Operation and Maintenance Plan (Wet Detention Ponds without Vegetated Littoral Zones)', as approved and enclosed with this permit, shall be implemented.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity may constitute grounds for revocation or enforcement action by the Department, unless a modification has been applied for and approved in accordance with Rule 62-346.100, F.A.C.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity during the construction phase. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit. A weather-resistant sign, measuring at least 8 1/2 inches by 11 inches, and including the permit number (in lettering that is easily visible from the access road) shall be placed on the property facing the road.
3. Activities approved by this permit shall be conducted in a manner that does not cause violations of state water quality standards.
4. Immediately prior to, during construction, and for the period of time after construction to allow for stabilization of all disturbed areas, the permittee shall implement and maintain erosion and sediment control best management practices, such as silt fences, erosion control blankets, mulch, sediment traps, polyacrylamide (PAM), temporary grass seed, permanent sod, and floating turbidity screens to retain sediment on-site and to prevent violations of state water quality standards. These devices shall be installed, used, and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work, and shall remain in place at all locations until construction is completed and soils are permanently stabilized. All best management practices shall be in accordance with the guidelines and specifications described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Transportation and Florida Department of Environmental Protection, 2007), unless a project-specific erosion and sediment control plan is approved as part of the permit. If project-specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediments beyond those specified in the approved erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the guidelines and specifications in the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*, Prepared for Florida Department of Transportation & Florida Department of Environmental Protection by HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources as soon as practicable. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before conversion of the permit to the operation and maintenance phase, all silt screens and fences, temporary baffles, and other materials that are no longer required for erosion and sediment control shall be removed.

5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department a fully executed Form 62-346.900(3), "Construction Commencement Notice," incorporated by reference herein, indicating the expected start and completion dates. Information on how a copy of this form may be obtained is contained in Rule 62-346.900, F.A.C.

7. Within 30 days after completion of construction of the whole system, or independent portion of the system, the permittee shall notify the Department that construction has been completed and the system is ready for inspection by submitting one of the following forms to the Department office that issued the permit:

a. For systems other than those that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(4), "As-Built Certification by a Registered Professional." If the registered professional has certified that the system has been built substantially in compliance with the plans and specifications in the permit, and that such system is ready for inspection, the permittee shall also submit Form 62-346.900(6), "Request for Conversion of Environmental Resource Individual Permit Construction Phase to Operation and Maintenance Phase." The system shall not be used and operated for its permitted purpose until the Department has approved the request to authorize the operation phase, in accordance with Rule 62-346.095, F.A.C. The "As-Built Certification" shall be for the purpose of determining if the work was completed in substantial compliance with permitted plans and specifications. The certification shall include as-built drawings in the form of the permitted drawings that clearly show any substantial deviations made during construction. The plans must be clearly labeled as "as-built" or "record" drawings.

b. For systems that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(5), "Construction Completion and Inspection Certification for a System Serving an Individual, Private Single-Family Dwelling Unit."

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the facility, or the site infrastructure located within the area served by that portion or phase of the system.

9. The permittee shall remain liable for compliance with the operation and maintenance of the system in accordance with the terms and conditions of the permit for the life of the system, unless such permit is transferred to an acceptable responsible entity in accordance with Rules 62-346.095 and 62-346.130, F.A.C. Once transfer of the permit has been approved by the Department, the transferee shall be liable for compliance with all the terms and conditions of the operation and maintenance phase of the permit for the life of the system.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the Department in writing of the changes prior to implementation so that the Department can determine whether a permit modification is appropriate.

11. This permit does not convey to the permittee or create in the permittee any property right or any interest in real property, nor does it authorize any entrance upon or activities on property that is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in this permit or Chapter 62-346, F.A.C. Permittees having the right to exercise the power of eminent domain or who had a contract to purchase the property subject to this permit shall not commence any work under this permit until the permittee has provided the Department with proof of transfer of ownership of the property in the name of the permittee. If such transfer of ownership does not occur, the permittee shall surrender this permit, and the permit shall be null and void.

12. Pursuant to Section 373.422, F.S., prior to conducting any activities on sovereign submerged lands, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

13. The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

14. The permittee shall notify the Department in writing at least 30 days prior to any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. Where ownership of the land subject to the permit was demonstrated through a long-term lease, the lessee must have transferred ownership and control of the permitted system to the current landowner or new lessee, effective prior to or on the date of expiration of the lease. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 62-346.095 and 62-346.130, F.A.C.

15. Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the system to ensure conformity with the plans and specifications authorized in the permit.

16. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the Department.

17. The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

18. The issuance of this permit does not relieve the permittee from the responsibility to obtain any other required federal, state, and local authorizations.

19. The permittee is advised that, pursuant to Section 556.105, F.S., excavating contractors are required to provide certain information concerning the excavation that may affect underground

facilities through the one-call notification system not less than two, nor more than five, business days before beginning any excavation.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person

who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under 1 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under subsection 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1) (a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions about this document, please contact Chris Shortt at (850)767-0043 or via email at christopher.shortt@dep.state.fl.us.

Executed in Bay County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



for _____

Clifford D. Wilson III, P.E.
Assistant District Director, Northwest District
FL Dept. of Environmental Protection

Attachments:

- Exhibit 1, Project Drawings and Design Specs., 27 pages
- Exhibit 2, Stormwater Maintenance Plan, 5 pages
- Exhibit 3, Wetland Impact Drawings, 5 pages
- Exhibit 4, Recorded Conservation Easement, 10 pages
- Exhibit 5, Mitigation Plan, 20 pages
- Exhibit 6, Long-term Mitigation Agreement, 8 pages

Copies of 62-346.900 forms can be obtained at:

<http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

Copies furnished to:

- Ms. Lea Crandall, DEP, Office of General Counsel (lea.crandall@dep.state.fl.us)
- Ms. Sue Maxwell, USACE (susanna.r.maxwell@usace.army.mil)
- Ms. Malies Warren, Ecological Resources Consultants, Inc. (mwarren@ecoresources.com)
- File

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed and/or emailed before the close of business on September 30, 2013, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



September 30, 2013

Clerk

Date

Prepared By: Chris Shortt

75 pages attached



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
1002 WEST 23RD STREET, SUITE 350
PANAMA CITY, FLORIDA 32401

REPLY TO
ATTENTION OF

August 22, 2014

Regulatory Division
North Permits Branch
Panama City Permits Section
SAJ-2006-07785(SP-JCP)
Modification-1

Mr. John Mercer
Gulf Coast State College
5230 West U.S. Highway 98
Panama City, Florida 32401-1058

Dear Mr. Mercer:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your modification request, received on August 15, 2014, in which you asked to revise the plans authorized by Department of the Army permit number SAJ-2006-07785, issued to Mr. John Mercer with Gulf Coast State College, dated September 18, 2009. The project site is located between 23rd and 20th Streets in Section 35, Township 3 South, Range 15 West, at the existing campus, in Panama City, Bay County, Florida.

The proposed modification is to extend the expiration date to complete your proposed project. This authorization is hereby extended for 2 years from the date of this letter. The modification must be completed in accordance with the special condition below, which is incorporated in, and made a part of the permit.

>Special Condition:

11. The Permittee shall abide by the 'Standard Protection Measures for the Eastern Indigo Snake', dated August 12, 2013.

The impact of your proposal on navigation and the environment has been reviewed and found to be insignificant. The permit is hereby modified in accordance with your request. You should attach this letter to the permit. All other conditions of the permit remain in full force and effect.

If you have any questions concerning this permit modification, please contact the project manager, Mrs. Lisa Lovvorn, at the letterhead address, by telephone at 850-763-0717, extension 27, or by electronic mail at lisa.s.lovvorn@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We

strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:



for Alan M. Dodd
Colonel, U.S. Army
District Commander

Enclosures

Copy Furnished:

Ms. Malies Warren, Ecological Resource Consultants, Inc.
CESAJ-RD-PE

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and **WILL BITE** if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.