

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
BASE 3, LLC. d/b/a GIBSON ELECTRIC
FOR ON-CALL ELECTRICAL SERVICES, NO. 13827**

This Agreement (referred to as an “Addendum” or “Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Base 3, LLC d/b/a Gibson Electric, a Florida Limited Liability Corporation authorized to do business in the State of Florida (“Contractor” or “Vendor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to contract with a vendor to provide electrical services, as-needed and on-call for Alachua County facilities and buildings; and

WHEREAS, the Alachua County Procurement Code defines ‘piggyback’ as a form of intergovernmental cooperative purchasing where an entity extends the pricing and terms of a contract entered into by another entity, with some negotiation to terms not altering the scope; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state or municipal or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor currently provides Electrical Contractor services to the University of Florida following a competitive procurement process completed by the University (Invitation to Bid, ITB20KO-109), a copy of which incorporated herein and attached hereto as **Exhibit 1** (the “UF Agreement”); and

WHEREAS, per the UF Agreement the intent is to utilize the Contractor for small projects with a value of less than \$200,000 each; and

WHEREAS, such solicitation, and resulting UF Agreement, allows for purchases to be made by other governmental agencies within the State of Florida, provided purchases as governed by the same terms and conditions as the solicitation; and

WHEREAS, the Contractor is willing and agrees to provide Electrical services to the County, and agrees to extend to the County the same pricing, terms and conditions of the UF Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the UF Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Addendum Agreement.
2. **Scope of Services**. Pursuant to this Agreement, the Contractor agrees to provide the County with provide all materials, supplies, equipment, supervision, and labor necessary for Electrical Contractor services for Alachua County facilities and buildings, on an as-needed basis by the County (“Services”). These Services include, but are not limited to installing, modifying, repairing, maintaining, troubleshooting, testing, and loading new and existing electrical lines, circuits, systems, and associated fixtures, commonly encountered in the Electrical trade, and other Electrical related services referenced in the UF Agreement, attached hereto as **Exhibit 1** (ITB20KO-109).

The Parties agree to be bound by the Terms and Conditions and Pricing of the UF Agreement, attached hereto, except as modified in this Paragraph 4 of this Addendum below. In the event of conflict between the provisions in Paragraph 4 below and the terms and conditions of the UF Agreement, the provisions of this Addendum Agreement will prevail. Failure to physically attach in Exhibit 1 the UF Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Services will be read in the following order of precedence: (a) this Addendum Agreement, (b) the UF Agreement, (c) the ITB Solicitation, (d) the Contractor's response to the ITB Solicitation, and (e) any Work Order(s) issued by the County.

3. **Term.** This Agreement is effective upon execution by both Parties ("effective date") and continues through the term of the UF Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the UF Agreement and its renewal periods.
4. **Addendum.** The Parties agree to be bound by the terms and conditions of the UF Agreement, with respect to the County's purchase of or request for Services from the Contractor during the term of this Addendum, except for as modified or added below:
 - A. **References.** For the purposes of this Agreement, references in the UF Agreement to the "Owner" or "University of Florida" or "University" or "UF" any of its divisions, departments, agencies or employees will be read to reference to Alachua County Florida or its divisions, departments, offices, or employees. References in the UF Agreement to the "Builder" or "Professional" will, unless stated otherwise, applies to the "Contractor". References in or attachments to the UF Agreement regarding the provisions of Security, Signage, Waste Reporting, and UF Building Permits in Non-Technical Specifications Division 1 in the UF Agreement, are not applicable to this Agreement for Services between the Contractor and the County.
 - B. **Authorization for Services.** In regards to the project order system provided in the UF Agreement, the County and Contractor agree the order of events for Services by the Contractor for the County will follow the below authorizations and sequences:
 - 1) When needed, the requesting County's project manager will request all electrical on-call with the County to provide the County's Facilities Management with a timeframe and a written quote for the personnel, equipment, and materials needed for the Services for the individual identified project. If the County finds necessary, the County may schedule a pre-construction or site visit for the on-call contractors. Authorization for performance of the Services by the Contractor for the identified project will occur when the County issues a Work Order to Contractor and it is executed by County and signed by Contractor. Each Work Order will state a project name, state the dates for commencement and completion of the Services, and state the quote based upon the pricing of this Agreement for the specific Services. A sample Work Order and Amendment to Work Order are attached as **Exhibit 2** and **Exhibit 2A**. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Amendments to Work Order on behalf of the County. As per the terms of the UF Agreement, the amount not to exceed for Services for each individual project is two hundred thousand dollars (\$200,000). If the scope of the Services requires or if directed by the County, the project will be bonded, and the Contractor shall furnish payment and performance bond(s) on forms acceptable to the County and in compliance with Florida law covering the full and faithful performance of the project and obligations arising thereunder.
 - 2) When directed by the County's project manager, the Contractor, its personnel, subcontractors or representatives will comply with background checks, trainings, dress codes, identification requirements, or other measures required by the County or the Sheriff in order to have access to some secure areas of County facilities.
 - 3) When the Services rendered for the County have been furnished and completed, the County will make a final inspection. Substantial Completion of the Services for the individual project,

will same as those in the UF Agreement's general terms and conditions. All items that are identified and require correction, are the obligations of the Contractor.

- 4) The County makes no covenant or promise as to the amount or number of Services or projects to be requested of Contractor under this Addendum, or that Contractor will perform any Services or projects for the County during the term of this Addendum. The Parties acknowledge that there is nothing in this Addendum that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services on its own.

C. Pricing and Invoicing Procedures.

- 1) Pricing for the Services timely and completed by the Contractor for the County will be a sum based on the prices listed in the UF Agreement, a copy of which is attached hereto as **Exhibit 3** and incorporated herein.
- 2) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due during the preceding 30 days, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 3) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Services to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 4) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

- D. Insurance: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A"**.

- E. County Property: Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally (1) of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility, and (2) if an employee or agent of the Contractor suffers injury or damage to its/his/her person or property while on Alachua County's property, whether owned or leased.
- F. Prevailing Wage: If, as determined by County, the Services to be performed by Contractor are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification and Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour/

\$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

- G. Indemnification: **THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR'S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs

and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

H. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- 1) Keep and maintain public records required by the County to perform the Services.
- 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
- 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

5. Termination.

- A. This Addendum may be terminated by the County due to (a) the failure of the Contractor to provide the Services within time specified, or (b) failure of the Contractor to carry out any obligation, term, or condition of this Addendum, or (c) the Contractor violates any of the covenants, agreements, terms or stipulations of this Addendum. The County Manager and

his/her designee is authorized to provide notice of default on behalf of County. Failure to adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the Contractor specifying the date of termination.

- B. If funds to finance the Services become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
6. Amendment and Assignment. This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement shall not be assigned without the written consent of the County.
7. Notice. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Base 3 LLC, d/b/a Gibson Electric P.O.
Box 3038
2695 NW 4th Street
Ocala, FL 34475

To County:

Facilities Management
915 SE 5th Street
Gainesville, Florida, 32601
(352) 374-5286
FacFiscal@alachuacounty.us

cc: With a copy electronically sent to:


Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

BASE 3, LLC d/b/a GIBSON ELECTRIC

DocuSigned by:

By: A038AF798C1A4F8...
Print: Louie Wise III
Title: President
Date: 5/8/2023

License No. EC-0000651

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1 – UF Agreement



GibsonElectric

POWER SERVICES

2695 NW 4th Street, Ocala, FL 34475

Phone: (352) 351-0145



Fax: (352) 624-3432

A unique
blending of
electrical
contracting
expertise.

DO YOU NEED HELP TO SOLVE YOUR
FACILITY'S MOST COMPLEX
CHALLENGES?



Prepared for
University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611

ITB20KO-109

“Job Order Contracting - Electrical Contractors”



Table of Contents

- 1. Cover Letter**
- 2. 1.8.B.I Licensing**
- 3. 1.8.B.II Insurance**
- 4. 1.8.B.III Resumes**
- 5. 1.8.B.III Project List**
- 6. Staffed Location**
- 7. Addendums and Invitation To Bid**
- 8. Pricing**



GibsonElectric
POWER SERVICES

1. Cover Letter



GibsonElectric
POWER SERVICES

September 16, 2019

Karen Olitsky
Procurement Agent III
University of Florida
Procurement Services
971 Elmore Drive
PO Box 115250
PO Box 115250
Gainesville, FL 32611-5250

Coming from one of the oldest electrical contractors in North Central Florida, Gibson Electric is a full service electrical contractor. With coverage throughout Central and Northeast Florida, we service some of the best clients in the area which include: Lockheed Martin, Century Link, Pilot Flying J, Marion County Public Schools, Alachua County School Board and the City of Gainesville.

We look forward to expanding our service sector to include the University of Florida.

Sincerely,



Louie F Wise, III



GibsonElectric
POWER SERVICES

2. 1.8.B.I Licensing



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THOMAS, RANDALL JAMES

BASE 3 LLC DBA GIBSON ELECTRIC
8275 SW 109TH PLACE ROAD
OCALA FL 34481

LICENSE NUMBER: EC0000651

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3. 1.8.B.II Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C No. Ext): 727-522-7777 FAX (A/C No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com														
INSURED Base 3, LLC dba Gibson Electric 2695 NW 4th Street Ocala FL 34475	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of Amer.</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of America	25666	INSURER B : Travelers Indemnity Co.	25658	INSURER C : Travelers Property Casualty Co of Amer.	25674	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: 341696499 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO 6N732390	5/22/2019	5/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810 6N500726	5/22/2019	5/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 6N733811	5/22/2019	5/22/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Roe Insurance Inc. 9851 State Road 54 New Port Richey FL 34655		CONTACT NAME: Jo Mansur PHONE (A/C, No, Ext): (727) 376-0030 E-MAIL ADDRESS: jo@roelns.com		FAX (A/C, No): (727) 376-2262	
INSURED Base 3, LLC dba Gibson Electric PO Box 3038 Ocala FL 34478		INSURER(S) AFFORDING COVERAGE INSURER A: Builders Mutual Insurance Company			NAIC # 10844
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 2019-2020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP1065838	05/22/2019	05/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Work Comp covers employees hired in Florida, Georgia, North Carolina, South Carolina.

CERTIFICATE HOLDER Base 3, LLC dba Gibson Electric 2695 NW 4th Street Ocala FL 34475	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Josephine G. Mansur</i>
--	--



GibsonElectric
POWER SERVICES

4. 1.8.B.III Resumes



Experience/Key Personnel:

Base 3, LLC dba Gibson Electric has been in existence since 2004. Key personnel consist of the following:

Name: Louie F. Wise, III

Title: Chief Executive Officer

Email Address: lw3@InTec360.com

Years of Experience: Thirty-Three

Days Dedicated: One

of Non Accounts: Various

Job Description: Responsible for the business strategies and plans to align near term and long term objectives.

Experience:

- State Certified Mechanical Contractor
- University of Florida Bachelor of Science Building Construction
- Ⓢ LEED Certified
- Ⓢ OSHA 10
- Ⓢ Organized, structured, and executed business model that grew revenue From \$3 Million to over \$30 Million with expansion of full time employees (FTE) from 15 FTE to over 200 FTE. Expanded areas served from 60 mile Radius from Ocala to the Southeast.

Name: Nick Moreno
Title: Operations Manager
Email Address: NMoreno@GEFlorida.com
Years of Experience: Twenty-Five
Days Dedicated: Six
of Non Accounts: Various
Job Description: Responsibilities include efficient and effective organized execution of maintenance activities, services on demand, repairs and emergency response.
Experience:

- ⊗ Lock out tag out certified
- ⊗ OSHA 30
- ⊗ Arc flash suit certified

Name: John Cammack
Title: Foreman
Email Address: jcammack@geflorida.com
Years of Experience: Twenty-Five
Days Dedicated: Five
of Non Accounts: Various
Job Description: Responsible for project coordination and quality for assigned project.
Experience:

- Lock out tag out certified
- OSHA 30
- Arc flash suit certified



5. 1.8.B.III Project List



References:

Fidelity Manufacturing – Ocala, FL

POC: Jay Callender - (352)414-4700

Contract Value: \$107,000.00

Duration: June 12th 2019 – Current

Scope of work: Install new 480V service for 20+ new welding receptacles across the facility. Install new 800A MDP with two 400A sub panels. Trench and install new underground conduit for primary power. Set new transformer pad for 480V transformer, and install meter can and CT cabinet provided by electric company.

Federal Wildlife Services – Crystal River, FL

POC: Matt West – (334)233-2581

Contract Value: \$280,000.00

Duration: February 2019 – Current

Scope of work: Install new light fixtures, gear, receptacles, Fire Alarm, data, and security items across three new buildings. Trench and install new conduit from utility company power pole through meter to MDP. Install new site parking lot fixtures and poles with concrete base and dedicated service for adjacent parking lot area.

VA Medical Center – Lake Nona, FL

POC: Erik Store – (813)777-3630

Contract Value: \$90,000.00

Duration: October 2018 – Current

Scope of work: Provide power to new HVAC equipment for USP 797/800 Pharmacy renovation upgrades, and all other associated equipment.

Flying Biscuit – The Villages, FL

POC: Bryce Kelly (Owner) – (352)281-5101

Contract Value: \$56,000.00

Duration: March 2019 – May 2019

Scope of work: Provided VE lighting package from supplier, installed breakers in existing panel gear, installed new receptacles, and new data phone patch panel with wire for restaurant. Tested all items for proper operation after all owner equipment was delivered.

Willow – Oxford, FL

POC: Pam Campbell (General Manager)

Contract Value: \$29,000.00

Duration: August 2019 – Current

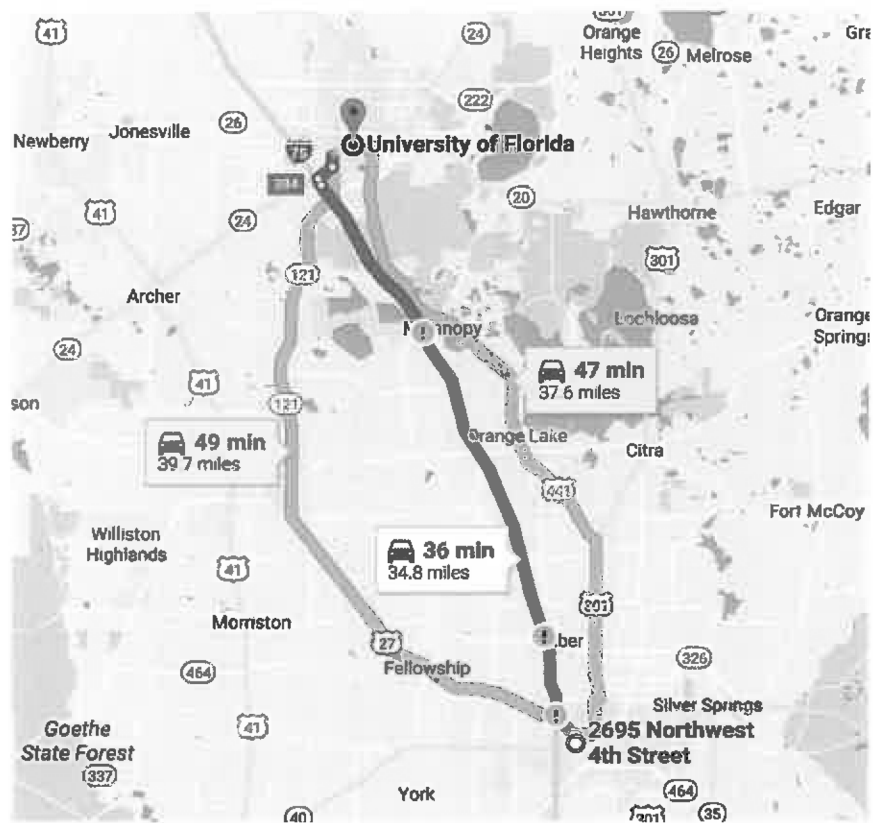
Scope of work: Provide emergency service on damaged 2500A main breaker prior to hurricane, while anticipating on call service if an issue occurs during hurricane. Furnish and install refurbished 2500A main breaker, while coordinating shut down with SECO power, and the local municipal inspection agency to bring power back to facility in one day. All while ensuring that the site generator is in operable condition for patients on life supporting oxygen, which cannot be offline for any amount of time.



6. Staffed Location



Staffed Location within 60 mile radius.





GibsonElectric
POWER SERVICES

7. Addendums and Invitation to Bid



Office of the Vice President
and Chief Financial Officer
Procurement Services
<https://procurement.ufl.edu/>

971 Elmore Drive
PO Box 115250
Gainesville, FL 32611-5250
(352) 392-1331 Fax 352-392-8837

September 9, 2019

ADDENDUM NUMBER 1 ON INVITATION TO BID ITB20KO-109

TITLE: Job Order Contracting – Electrical Contractors

Non-mandatory pre-bid meeting was held for Lot 1 (Gainesville) on August 26, 2019 at 10:00 AM and Lot 2 (St. Augustine) on August 27, 2019 at 10:00AM. **Bid opening** will be held September 19, 2019 at 3:00 PM in UF Procurement Services, 971 Elmore Drive, Gainesville, FL 32611.

This addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract documents, this addendum shall govern and take precedence. Bidders are hereby notified that they shall acknowledge receipt of the addendum.

NOTES:

- 1. See attached responses to Contractor questions.

Karen Olitsky
Procurement Agent III

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM 1 AND RETURN WITH YOUR BID.
FAILURE TO ACKNOWLEDGE THIS ADDENDUM COULD CONSTITUTE REJECTION OF YOUR BID.**

Base 3, LLC DBA Gibson Electric

VENDOR NAME

2695 NW 4th Street, Ocala, FL 34475

VENDOR ADDRESS

SIGNATURE

Questions and Answers

Q1. What will be required to be submitted for this bid?

A1. Bid submittal requirements:

- Completed and signed Invitation to Bid Construction Acknowledgement Form
- Completed Section 00310 - Bid Proposal
- Proof of current State of Florida Certified Electrical Contractor License pursuant to Section 489, Florida Statute
- Proof of Insurance as required in Article 19 of the General Terms and Conditions
- List experience and training of respondents. List and briefly describe five (5) projects of similar complexity that would typically utilize items listed in Section 00310 complete with location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners within the last three (3) years.
- Proof of a staffed office with available construction personnel located within 60 miles of the Gainesville or St. Augustine area (depending upon bid package) as referenced in Section 00003 – Introductory.
- Proof of graduation from University of Florida’s Mentor Protégé Program or a statement of agreement to participate during term of contract.

Q2. Is there an estimate of the number of projects of certain sizes available, such as how many up to \$50,000, how many \$50,000 to \$100,000, etc.?

A2. Below is an approximate number of projects during the current contract period. (November 24, 2016 to current).

	ITB17KO-111 - Lot 1	ITB17KO-111 - Lot 2
up to \$10K	140	0
\$10K to \$50K	20	0
\$50K to \$100K	2	0
\$100K to \$150K	1	0
\$150K to \$200K	2	0

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
GAINESVILLE, FL 32611

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>

UF UNIVERSITY of FLORIDA
INVITATION TO BID
Construction
Acknowledgment Form

Page 1 of 31 pages		BID WILL BE OPENED: September 19, 2019 at 3:00 PM local time and may not be withdrawn within 45 days after such date and time.		BID NO.: ITB20KO-109	
DATE: 8/7/19		PROCUREMENT AGENT: KO/jh		BID TITLE: Job Order Contracting – Electrical Contractors	
VENDOR NAME Base 3, LLC DBA Gibson Electric					
VENDOR MAILING ADDRESS 2695 NW 4th Street				REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE Ocala, FL 34475					
AREA CODE 352		TELEPHONE NO. 351-0145		POSTING OF BID TABULATIONS Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.ufl.edu/ and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.	
		FAX NO.			
		WEB ADDRESS www.GEFlorida.com			
		EMAIL ADDRESS Bids@GEFlorida.com			

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the invitation to bid, including but not limited to, certification requirements, in submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the

University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

Louie F. Wise, III President

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

- 8. NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.
- 9. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.
- 10. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.
- 11. LOBBYING:** Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 12. ADVERTISING:** In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.
- 13. ASSIGNMENT:** Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.
- 14. LIABILITY:** The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.
- 15. FACILITIES:** The University reserves the right to inspect the vendor's facilities at any time with prior notice.
- 16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".
- 17. SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
- 18. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.
- 19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:
- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
 - Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property:** The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 21. CONFLICT BETWEEN DOCUMENTS:** If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.
- 22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- 23. NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.
- 24. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.
- 25. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.
- 26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE:** The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.
- CONTRACTS NOT TO BE SUBLET: In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."
 - DISQUALIFICATION OF VENDOR: Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
 - TRADE CUSTOMS: Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
 - COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - RETURN OF MATERIAL: All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

END OF SECTION

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.



8. Pricing

ITB20KO-109 JOB ORDER CONTRACTING - ELECTRICAL CONTRACTORS

LOT 1 - GAINESVILLE

LIST OF UNIT PRICES

ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	Dollars
1710	CLEANING		
1711	STRIPPING OF VINYL FLOORING AND APPLICATION OF 3 COATS OF HIGH QUALITY COMMERCIAL FLOOR POLISH; L/M	S.F.	\$ 0.18
1712	FINAL CLEANING PER SPECIFICATIONS	S.F.	\$ 0.01
1760	INSTALLED CONSTRUCTION PROTECTION		
1761	TEMPORARY 2 X 4 AND ½" PAINTED PLYWOOD PARTITION; L/M	S.F.	\$ 1.25
1762	ORANGE PLASTIC GRID BARRIER W/ SUPPORT DEVICES; L/M	L.F.	\$ 0.01
2210	DEMOLITION		
2111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	\$ 0.01
2112	DUMP FEES	TON	\$ 0.01
2127	DEMOLITION OF EXPOSED CONDUIT/WIREMOLD & WIRE; L/	L.F.	\$ 0.28
2128	REMOVAL OF 2' X 4' FLUORESCENT LIGHT FIXTURE FROM SUSP. ACOUST. CEIL'G; L/	EACH	\$ 36.50
2129	REMOVAL OF INCANDESC. LIGHT FIXTURE FROM PLASTER OR DRYWALL CEIL'G; L/	EACH	\$ 36.50
13850	DETECTION AND ALARM		
13851	RELOCATE EXISTING HEAT OR SMOKE DETECTOR (WITHIN 15' OF EXISTING LOCATION), INCLUDING CERTIFICATION; L/M	EACH	\$ 34.36
13852	SIMPLEX MAPNET II PHOTOELECTRIC SMOKE DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	\$ 112.52
13853	SIMPLEX RATE OF RISE HEAT DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	\$ 85.82
13854	COMBINATION HORN AND STROBE DEVICE, INCLUDING CERTIFICATION; L/M	EACH	\$ 133.30
15900	CONTROLS		
15901	RELOCATE THERMOSTAT - PNEUMATIC L/M	L.F.	\$ 1.19
15902	RELOCATE THERMOSTAT - ELECTRICALLY WIRED; L/M	L.F.	\$ 1.52
15903	REPLACE EXISTING THERMOSTAT WITH JOHNSON T-4000; L - (Installation of appropriate device)	EACH	\$ 34.76
16120	WIRE & CABLE		
16121	1/2" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 0.43
16122	3/4" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 0.68
16123	1" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 1.25
16124	#8 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.26
16125	#10 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.16
16126	#12 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.15
16130	OUTLET BOXES		
16131	SINGLE SWITCH/ OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	\$ 4.72
16132	DOUBLE SWITCH/OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	\$ 6.79
16133	ROUGH-IN ELECT. "J" BOX FOR LIGHT FIXTURE; L/M	EACH	\$ 4.54
16134	ROUGH-IN ELECT. "J" BOX FOR ELECTRICAL JUNCTIONS; L/M	EACH	\$ 4.54
16135	PLASTER RING IN 5/8" DRYWALL FOR DATA, PHONE OUTLET, SWITCH, ETC; L/M	EACH	\$ 2.56
16136	3/4" FLEXIBLE CONDUIT FROM ELECT. "J" BOX TO DEVICE BOX; L/M	EACH	\$ 3.00
16140	SWITCHES AND RECEPTACLES		
16141	1-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	\$ 4.62
16142	3-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	\$ 6.47
16143	1-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 4.00
16144	3-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 6.00
16145	DUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	\$ 6.55
16146	QUADRUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	\$ 6.97
16147	DUPLEX OUTLET IN EXISTING CONDUIT BOX W/COVER; L/M	EACH	\$ 4.24
16148	QUADRUPLEX OUTLET IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 4.49
16149	SURFACE MOUNTED WIREMOLD RACEWAY; L/M (800 series)	L.F.	\$ 2.48
16150	PANELBOARDS		
16151	200 AMP 120/208 Volt Interior panelboard, 42 pole, Main Lugs Only, 3 Phase	EACH	\$ 224.00
16152	200 AMP 120/208 Volt Interior Disconnect Switch, 3 Pole, 3 Phase Heavy Duty, Fused. w/Fuses	EACH	\$ 627.00
16153	200 AMP, 277/480 Volt Interior Disconnect Switch, 3 Pole, 3 Phase Heavy Duty, Fused. w/Fuses	EACH	\$ 657.00
16154	4" PVC U/G CONDUIT If trenched 24"	L.F.	\$ 13.00

16155	6" PVS U/G CONDUIT If trenched 36"	L.F.	\$ 18.99
16510	LIGHTING FIXTURES		
16511	12" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 70.00
16512	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 75.00
16513	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 80.25
16514	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 76.18
16515	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 47.47
16516	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 63.43
16517	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M		\$ 80.25
16518	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 138.60
16519	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 62.97
16520	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 65.90
16521	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 68.92
16522	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 82.59
16523	7" DIAM. RECESSED FLUORESCENT DOWNLIGHT W/ 2 - 9 WATT DL COMPACT FLUORESCENT LAMPS; L/M (Layin ceiling)	EACH	\$ 68.71
16524	EXIT SIGN WITH VOLTAGE SURGE PROTECTOR, COMPUTER POWER, INC. "ILLUMINATOR - XD" SERIES; L/M	EACH	\$ 153.51

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

ITEM	HOURLY LABOR (ELECTRICAL CONTRACTOR)	UNIT	
0001	SUPERINTENDENT	HOUR	\$ 70.00
0002	ELECTRICIAN	HOUR	\$ 60.00
0003	ELECTRICIAN'S HELPER (APPRENTICE)	HOUR	\$ 35.00
0004	LABORER	HOUR	\$ 25.00

LIST OF UNIT PRICES – HOURLY LABOR			
ITEM	HOURLY LABOR (ELECTRICAL CONTRACTOR)	UNIT	DOLLARS
0001	SUPERINTENDENT	HOUR	70.00
0002	ELECTRICIAN	HOUR	60.00
0003	ELECTRICIAN'S HELPER (APPRENTICE)	HOUR	35.00
0004	LABORER	HOUR	25.00

ADDENDA: The receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # 1 Dated 09/09/2019
 ADDENDUM # _____ Dated _____
 ADDENDUM # _____ Dated _____

**FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION:
(CERTIFIED ELECTRICAL CONTRACTOR LICENSE)**

Randall James Thomas EC0000651
 (Name of Holder) (Certification No.)

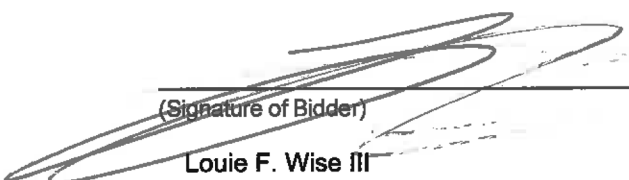
SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

Base 3, LLC DBA Gibson Electric
 (Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this 18th day of September 2019


 (Signature of Bidder)
Louie F. Wise III President
 (Print Name) (Title)

WITNESS:



(Signature of Witness)

Danielle Kloss

(Print Name)

Address: 2695 NW 4th Street

Ocala

(City)

FL

(State)

34475

(Zip Code)



BID NUMBER: ITB20KO-109

**JOB ORDER CONTRACTING -
ELECTRICAL CONTRACTORS**

BID DOCUMENT

UNIVERSITY OF FLORIDA

ITB20KO-109

JOB ORDER CONTRACTING - ELECTRICAL CONTRACTORS

OWNER: UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
REPRESENTED BY:

UF PLANNING DESIGN & CONSTRUCTION
PO BOX 115050
GAINESVILLE, FL 32611-5050
PHONE: (352) 273-4000

PROJECT COORDINATORS: FRANCISCO OQUENDO
FRANK JAVAHERI

PROCUREMENT DIVISION: KAREN OLITSKY
PROCUREMENT AGENT IIII
UNIVERSITY OF FLORIDA
PROCUREMENT SERVICES
971 ELMORE DRIVE
PO BOX 115250
GAINESVILLE, FL 32611-5250
PHONE: (352) 294-1163

SECTION 00003 - INTRODUCTION

TO: Bidders

FROM: Karen Olitsky, Procurement Agent III
University of Florida Procurement Services

RE: Job Order Contracting - Electrical Contractor

The purpose of this contract is to simplify and expedite the execution of small electrical construction projects at the University of Florida Gainesville Campus (Lot 1) and St. Augustine properties (Lot 2). The intent of this contract is to establish a pool of Electrical Contractors to be utilized on an “as needed, per job” basis.

Each individual project included within the scope of this contract will have a maximum total construction cost of Two Hundred Thousand Dollars (\$200,000.00).

Successful bidders will provide services to the University of Florida from December 1, 2019 through November 30, 2020, with an option of contract renewal for three (3) one-year periods if acceptable by both parties.

Contract award will be made to a pool of up to six (6) contractors in the Gainesville area (Lot 1) and three (3) contractors in the St. Augustine area (Lot 2), to the contractors with the highest overall point score, all based on an evaluation of factors as described later in this Bid Document, after a pre-qualification process. It will be up to the discretion of the University which of the contractors are selected for individual projects under this contract. Award does not guarantee work. At any time, the University may choose to solicit quotes or bids for individual projects.

Contractors may bid both Gainesville (Lot 1) and St. Augustine (Lot 2) areas but must submit two separate bid packages.

With the consent and agreement of the successful bidder(s), purchases may be made under this competitive solicitation by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida. Bidder will submit with their bid, supporting documentation outline in Section 1.8 “Qualification of Bidders”. Process for execution of projects will be described later in this Bid Document.

The Successful bidder(s) must show proof of a staffed office with available construction personnel located within 60 miles. Environmental Health and Safety office, 916 Newell Drive, Gainesville, FL, 32611, will be the center of the 60-mile radius for the University campus in Gainesville, Lot 1. The Government House in St. Augustine, 48 King Street, St. Augustine, FL will be the center of the 60-mile radius for the St. Augustine properties, Lot 2. Circumstances may arise where a Lot 1 (Gainesville) or Lot 2 (St. Augustine) awarded contractor will have the opportunity to work in the other location. Furthermore, a local telephone and/or cell phone and email address, for easy accessibility during working hours is required. Constant communication with contractors is extremely important in the event of an emergency need, for expedience and proficiency of the Gainesville and St. Augustine campuses, and for the successful execution of this contract.

END OF SECTION

SECTION 00005 – TABLE OF CONTENTS

NON-TECHNICAL SPECIFICATIONS

	PAGE
BIDDING AND CONTRACT REQUIREMENTS	
SECTION 00003 INTRODUCTION	5
SECTION 00005 TABLE OF CONTENTS	6
SECTION 00020 INVITATION TO BIDDERS	7
SECTION 00100 INSTRUCTIONS TO BIDDERS	8
SECTION 00300 PROJECT ORDER SYSTEM	14
SECTION 00310 BID PROPOSAL GAINESVILLE (LOT 1)	17
BID PROPOSAL ST. AUGUSTINE (LOT 2)	22
ATTACHMENT A REQUIREMENTS FOR FEMA REIMBURSEMENTS	27

THE FOLLOWING TERMS AND CONDITIONS, NON-TECHNICAL SPECIFICATIONS, FORMS, GUIDES, STANDARDS AND POLICIES ARE INCLUDED AS PART OF THE BID DOCUMENTS

00000 - GENERAL TERMS AND CONDITIONS REFERENCE –
<http://www.facilities.ufl.edu/forms/contracts/GTC.pdf>

00810 – 00903 (DIVISION 0) –
<http://www.facilities.ufl.edu/forms/contracts/Div0NonTechSpecs.pdf>

01014 – 01800 (DIVISION 1) –
<http://facilities.ufl.edu/forms/contracts/Div1 NonTech Specs JULY 2017>

UF FORMS, STANDARDS AND POLICIES, AND CONSTRUCTION INSPECTION & CLOSEOUT - <http://facilities.ufl.edu/forms.html>

END OF SECTION

SECTION 00020 – INVITATION TO BIDDERS

Notice is hereby given that UF Procurement Services on behalf of UF Planning Design & Construction, will accept sealed bids for the execution of small electrical construction projects, with a value of less than \$200,000 each, at various facilities on the UF campus in Gainesville, FL (Lot 1) and at properties managed by UF in St. Augustine, FL (Lot 2), over the contract period in accordance with this Bid Document. This Invitation to Bid shall be in accordance with the UF Procurement Services "Invitation to Bid Acknowledgement Form" with all relevant information provided therein.

Sealed bids will be received, publicly opened and acknowledged on **September 19, 2019 at 3:00 PM** at the offices of the:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611

Line Item pricing will not be reviewed at the bid opening and bid receipt will only be acknowledged. The Owner reserves the right to reject any or all bids, and to waive irregularities in the bids and in the procedure.

Bidding period to be considered from date of advertisement until final award of contract.

END OF SECTION

SECTION 00100 – INSTRUCTION TO BIDDERS

PART 1 – GENERAL

1.1 RELATED SECTIONS:

- A. Documents affecting the work of this Section include, but are not necessarily limited to, the General Terms and Conditions, Non-Technical Specifications Division 0 and 1, and other forms, guides, standards and policies listed on the Planning Design and Construction website at <http://facilities.ufl.edu/forms.html>.

1.2 THE WORK:

Job Order Contracting - Electrical Contractors

1.3 SECURING DOCUMENTS:

Copies of the Bid Documents may be obtained from:

UF Procurement Services Website <https://procurement.ufl.edu/vendors/schedule-of-bids/>

1.4 NON-MANDATORY PRE-BID CONFERENCE:

(Lot 1) A Non-Mandatory Pre-Bid Conference will be held on **August 26, 2019 at 10:00 AM**, in the Facilities Services Training Trailer, 908 Magnolia Drive, Gainesville, FL, for the purpose of considering questions posed by respondents for interested parties for University of Florida Main campus.

(Lot 2) A Non-Mandatory Pre-Bid Conference will be held on **August 27, 2019 at 10:00 AM** in the Government House, University of Florida, 48 King Street, St. Augustine, FL for the purpose of considering questions posed by respondents for interested parties for the University of Florida St. Augustine properties.

1.5 BID FORM:

In order to receive consideration, make bids in strict accordance with the following:

- A. Prepare bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of your bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
- B. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bid to Karen Olitsky, Procurement Agent III, and deliver to:

University of Florida
Procurement Services
971 Elmore Drive
PO Box 115250

Gainesville, FL 32611-5250

on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the bid, the name of the Electrical Contractor, the date and time of the bid opening and which lot you are bidding. **Submit one (1) original hard copy of your bid response and one (1) electronic copy on PC compatible media (CD/DVD or USB flash drive, the pricing page should be in Excel™ format.** It is the sole responsibility of the bidder to ensure that bids are received on time. Late submittals will not be opened. Misrouting or late delivery are unacceptable grounds for waiver of this requirement. Emailed and/or faxed bids will not be accepted.

1.6 PROOF OF COMPETENCY OF BIDDER:

A bidder may be required to furnish evidence, satisfactory to the Owner, that the bidder and the bidder's proposed subcontractors have sufficient means and experience, in the types of work called for, to assure completion of the Contract in a satisfactory manner.

1.7 WITHDRAWAL OF BIDS:

- A. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw their bid for a period of forty-five calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.8 QUALIFICATION OF BIDDERS:

- A. Typical projects assigned under this contract may include new construction, renovation, remodeling, reroofing and other building maintenance, equipment installation, pre-engineered metal buildings, greenhouses, pole barns, asbestos abatement, and fire code corrections. Areas requiring renovation or remodeling may include animal research or holding areas, research laboratories, classrooms, library and media centers, offices and related functions, outpatient clinics, reception and waiting areas, lobbies and corridors, atriums, courtyards and plazas, modular and pre-engineered buildings, apartments, dormitories, athletic facilities, and associated roadways, site work, sidewalks, and landscaping. Projects could be located on the University of Florida main campus or at UF and IFAS facilities throughout the State of Florida. The maximum per-project construction cost is \$200,000.00. A respondent will be required to furnish evidence satisfactory to the Owner that he or she has sufficient means and experience to perform the type of work specified in order to assure completion of the contract in a satisfactory manner. Contractor must also have the manpower and capability of performing multiple projects simultaneously.
- B. Bid Response must include and submit the following documentation:
 - 1. Evidence that the Bidder shall possess at the time of bid due date and in good standing a current certified electrical contractor license, without restriction, issued by the State of Florida
 - 2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.

- General Liability \$1,000,000.00 per occurrence – UF must be named additional insured
 - Automobile liability at least \$500,000 per occurrence – UF must be named additional insured
 - Worker’s Compensation – per Chapter 440, Florida Statutes
3. List experience and training of respondents. List and briefly describe five (5) projects of similar complexity that would typically utilize items listed in Section 00310 complete with location, date of completion and names of contract, and names, addresses and contact information (phone and email) of owners within the last three (3) years.
 4. The following personnel classifications and minimum qualifications shall apply to any and all labor under the pending contract and shall form the basis for development of an individual *Hourly Labor Unit* category in Section 00310 Bid Proposal.

Journeyman Electrician shall have a verifiable minimum five (5) years of experience in the electrical trade and possess a current license or certificate of competency as a *Journeyman Electrician* issued by Alachua County or other municipality within the State of Florida that utilizes the Experior (Block & Associates) Journeyman Electrical exam. It shall be required that all *Journeyman Electricians* utilized in the performance of this contract shall have the knowledge, skills and ability to correctly and efficiently perform the required services.

Journeyman Electrician shall have extensive commercial/industrial work experience to include installing, modifying, repairing, maintaining, troubleshooting, testing, and loading new and existing electrical lines, circuits, systems, and associated fixtures, controls, and equipment. *Journeyman Electrician* shall have knowledge of how various electrical systems, circuits, equipment, and controls are installed, operate, and work together to support facility operations, computer complexes, or similar complex electrical loads. Work responsibilities shall include planning and laying out work, tracing hard-to-locate defects or problems and completing repairs and installation with little or no supervision.

All *Journeyman Electricians* assigned alarm system work shall be trained and have extensive knowledge of the operation, installation, programming, and maintenance of various types of fire alarm systems. Certification by the National Institute for Certification in Engineering Technologies (NICET) for fire alarm work is desirable, but not required. It shall also be the responsibility of a *Journeyman Electrician*, when so designated, to act in the capacity of a *Crew Leader*, organizing and directing the work of other Bidder’s personnel while on the work site.

Apprentice Electrical Worker shall have a verifiable two (2) years of experience assisting and working directly under the direct, onsite, and continuous supervision of a *Journeyman Electrician*. Apprentice shall be currently enrolled and participating in a company, educational, union or trade association sanctioned electrical trade program. The assignment and performance of work of an Apprentice shall be of a higher grade and difficulty than that of a Trades Helper based on any common and known standards within the electrical trade industry.

Electrical Trades Helper shall have a verifiable minimum of six (6) months experience assisting and working directly under the direct, onsite, and continuous supervision of a *Journeyman Electrician*. Trades Helper shall have the knowledge, skills and physical

ability to perform the most common and typical tasks of the trade.

5. Proof of a staffed office with available construction personnel located within 60 miles of the Gainesville or St. Augustine area (depending upon bid package) as referenced in Section 00003 – Introductory.
6. Proof of graduation from University of Florida's Mentor Protégé Program or a statement of agreement to participate during term of contract.
7. No brokerage Contracts will be allowed. There will be no contract issued to "Jobbers" or "Brokers". Bidding Contractor will be the "Working" Contractor.

1.9 BID EVALUATIONS: - Job Order Contracting - Electrical Contractor.

Contractor's bid will be evaluated in a two-step process as described below:

- A. Step One will consist of the verification that all mandatory requirements delineated in the bid documents have been met, i.e., complied with the bid opening date, answered all in Bid Forms, and that all items are filled out in the Unit Price Column of the Bid Form. Bids that do not meet the requirements of Step One may be rejected and not considered for Step Two.
- B. Step Two will consist of a point system whereby the Bidder's Unit Prices will be assigned points. The value of the points will be determined by the number of bidders involved in Step Two, with the lowest bidder receiving highest point value and how the unit price compares to each corresponding unit price submitted by other bidders. If, for example, four bidders are involved in Step Two the maximum number of points given to each unit price will be four points to the lowest bidder. The next lowest price will be assigned three points, and so on, down to the highest unit price which will be assigned one point. Unit price items answered by "no charge" (N/C) or Zero dollars (\$0.00) will be assigned the highest number of points. Unit price items answered by "not available" (N/A) or No Response will be given no points. It is to your advantage to fill in every line item. The Bidder's Overhead and Profit percentage shall be included as a part of the unit price for each individual item, not as an additional percentage multiplier. Up to six (6) bids receiving the highest point score will be recommended for the Bid Award to the Gainesville campus (Lot 1) and up to three (3) to the St. Augustine campus (Lot 2).

1.10 AWARD OR REJECTION OF BIDS:

- A. The contract, if awarded, will be awarded to the responsible bidders who have best complied with the Owner's Request for Bids, the requirements described in 1.8.B., and the highest point score as described in 1.9 B.
- B. The bid will be awarded subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the procedure. The result of these bids should allow all UF facilities offices to enter into a contract with the Contractor to provide minor electrical construction services over the contract period. These projects will each have a value of less than Two Hundred Thousand Dollars (\$200,000.00).

1.11 ESTIMATED ANNUAL CONTRACT VALUE:

- A. There is no guarantee as to the annual construction total amount that the Contract, if

awarded, will result in, and is dependent on the availability of State funding.

1.12 EXECUTION OF AGREEMENT:

- A. The Contract will be a Purchase Order for an individual job issued by UF Procurement Services and will be governed by UF's PO terms and conditions and all terms and conditions, non-technical specifications, forms, guides, standards and policies contained and referenced herein.
- B. The bidder will be required to submit proof of current insurance as described in Section 1.8.B.2.
- C. Certificates of Insurance shall be approved by UF Procurement Services before the successful contractor will be issued a Purchase Order.

1.13 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. If any vendor contemplating submitting a bid is in doubt as to the true meaning of any part of these Bid Documents or finds discrepancies in or omissions from any part of these Bid Documents, the vendor may submit, in writing, questions or requests for clarification. Questions and requests for clarification shall be submitted in writing to Karen Olitsky at kolitsk@ufl.edu by **September 4, 2019 at 5:00 PM** and will be answered in writing in the form of an Addendum and will be posted on the UF Procurement Services website, <https://procurement.ufl.edu/vendors/schedule-of-bids/>, not later than seven (7) days before bids will be opened. Any questions or requests for clarification received after the date and time mentioned above may not be answered.
- B. Interpretation or correction of these Bid Documents will be made only by Addendum. Verbal direction shall be non-binding. UF is not liable for any increased costs resulting from the bidder accepting verbal direction.
- C. The contract will be awarded following a complete review of all bids received and in the best interest of the University of Florida. Bids will not be awarded at the time they are received.

1.14 UNBONDED CONSTRUCTION CONTRACTS/PROJECTS:

- A. At the commencement of each project, the Contractor shall provide evidence in the form of certified copies that the Contractor has placed in the following form, on three occasions, in a local newspaper and has posted such notice in a conspicuous place on the project site.

"Notice is hereby made to all those concerned and affected that (contractor) is performing services for (project name), (project number) at (location). All parties furnishing labor and/or materials to said project are to provide notice of such in writing by certified mail to University of Florida, Planning, Design & Construction Division, PO Box 115050, Gainesville, Florida, 32611-5050, or other appropriate University Department within twenty days of first providing such labor and/or materials."

- B. In case of default by the Contractor, the laborers, materialmen and subcontractors, as defined in Section 713.01 of the Florida Statutes, making claims for unpaid bills, will be paid from the ten percent retainage on a pro rata basis.

1.15 PERIOD OF SERVICE

- A. Unless sooner terminated, this contract shall remain in force for the period which may reasonably be required for the design, award of contracts, and construction of each project initiated on or before November 30, 2020, including extra work and any required extension thereto. This contract may be renewed at the Owner's option for three (3) additional one (1) year periods, based upon satisfactory performance of the Electrical Contractor as determined by Owner in its sole and absolute discretion. To renew this contract, Owner shall so notify the Electrical Contractor at least thirty (30) days prior to the date the original term or renewal term expires, as applicable.

END OF SECTION

SECTION 00300 – PROJECT ORDER SYSTEM

PART 1 - GENERAL

1.1 RELATED SECTIONS:

This section covers the chronological order of events that will normally take place to begin, execute and complete a typical project under this contract. Strict compliance with this procedure will be enforced.

1.2 SEQUENCE:

- A. The UF Project Manager, as the Owner's representative, having previously ascertained project scope from user, will meet with the Contractor to review the project on-site to discuss details of the project, and to determine the usage or methods and materials to best satisfy the job requirements.
1. UF Project Manager meets with the end user; determines scope of work (SOW); creates scope; solicits approval from end user.
 2. UF Project Manager sends the RFP to one or more contractor(s) with an established due date and a defined question and answer period.
 3. The Contractor will respond to the UF Project Manager, within the time specified, preferably with a computerized (or typed) quotation. The unit prices quoted will be no more than the unit prices submitted with his/her bid. The quote will include a labor/material breakdown itemized of any work not specifically covered by the Bid Document List of Unit Prices (see example in Item 1.3.A).
 4. If subcontractors are involved, the contractor will provide documentation as described below with their quotation.
 - a. If the Electrical Contractor subcontracts, they must show evidence to project manager that each subcontractor and or trade package was bid/negotiated in the following manner: For trade packages with a value of less than \$10,000, the Electrical Contractor, may negotiate with trade contractors to perform such Work by whatever means it deems appropriate, in its reasonable discretion. For trade packages with a value between \$10,000 and \$74,999, the Electrical Contractor shall, where competition is available and feasible, obtain three (3) written quotes. For trade packages with a value between \$75,000 and \$199,999, the Electrical Contractor shall advertise the trade package at least once in the newspaper in general circulation in the applicable project area (e.g. the Gainesville Sun for the Gainesville area and The St. Augustine Record for the St. Augustine area) at least seven (7) calendar days prior to the published due date and accept written bids/proposals. Furthermore, the subcontractor must present evidence of being qualified in the applicable trade and be licensed for performance in the trade.
 - b. The Contractor shall, for each subcontract, trade or bid division:
 1. Determine the final bid amounts, having reviewed and clarified the Scope of Work in detail with bidders to determine which bids are the lowest bids and are complete but do not include duplicate scope items;

- II. Prepare and furnish to the Owner a final bid tabulation summary which includes by subcontract, trade and/or bid division, and the related final bid amount and the details of all scope clarifications for Owner's review and approval;
 - III. Identify to the Owner in writing the subcontractors to which the Contractor recommends award of subcontracts; and
 - c. Award and enter into a subcontract between itself and each subcontractor which it has recommended in accordance with this contract unless otherwise notified by the Owner.
5. The Contractor shall specify on their quotation the expected length of construction duration (in days), commencing from the date they receive the Purchase Order.
6. UF Procurement services will issue a Purchase Order to the Contractor at which time the Contractor will commence the Work within the agreed upon time frame. Time constraints are usually critical, and variations will require prior approval by the UF Project Manager. Contractor will not start work until an official UF Purchase Order has been received by the Contractor.
- B. The Contractor will perform the Work of the project continuously without missing regular working days without permission of the UF Project Manager, and he/she shall complete the Work by the scheduled ending date.
- C. At time of Substantial Completion, the Contractor will contact the UF Project Manager and, along with the User, develop a "Punchlist" of the items to be completed. Punchlist items must be completed within ten days.
- D. When all punchlist items are completed, the Contractor may submit to the UF Projects Manager, the project Certificate of Completion, along with the Invoice and any other pertinent documentation relative to the project. Certificates of Completion must bear original signatures and original notarized seal.

1.3 SPECIALTY ITEMS:

- A. Specialty items not specifically mentioned in this contract shall be determined by estimate and acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, and shall be determined as follows:
- 1. For all work done by the Contractor's organization, or subsidiaries of the Contractor's own organization, including work traditionally considered as subcontractor work, the Contractor may add a percentage of his/her actual costs for combined overhead and profit. The maximum allowable percentages are:
 - Projects up to \$50,000: 10%
 - Projects \$50,001 to \$100,000: 9%
 - Projects \$100,001 to \$200,000: 8%
 - 2. For all work done by Contractor's subcontractors, the respective Subcontractors may add a maximum of 10% of their actual costs for combined overhead and profit and the

Contractor may add a maximum of 5% of the above subcontractor's cost for overhead and profit.

3. The above percentages shall be considered reasonable allowances for overhead and profit due the Contractor.
4. The Contractor shall submit receipts or other evidence showing costs and right to the payment claims if required by the UF Project Manager.
5. Labor costs shall include supervision, estimation, lay-out, assessments and insurance premiums.
6. Material, equipment and equipment rental costs shall be the trade discount costs plus State sales tax where applicable.

Specialty items shall be submitted in the following format:

SAMPLE

1. SPECIALTY ITEMS (CONTRACTOR FURNISHED & INSTALLED)				
ITEM	LABOR	MATERIALS	CONTRACTOR OH & P @ X%	TOTAL
8'-0" W X 7'-0"H Folding Partition as Per Drawings and Project Manual (Contractor)				

SAMPLE

2. SPECIALTY ITEMS (SUBCONTRACTOR FURNISHED & INSTALLED)					
ITEM	LABOR	MATERIAL	SUB-CONTR. OH&P @ 10%	CONTRACTOR OH&P @ 5%	TOTAL
Fan Coil Unit as per Drawings and Project Manual (Sub-Contractor)					

END OF SECTION

SECTION 00310 – BID PROPOSAL (GAINESVILLE – LOT 1)

FROM: _____
 (Name of Bidder)

TO: UNIVERSITY OF FLORIDA
 PROCUREMENT SERVICES
 971 ELMORE DRIVE
 PO BOX 115250
 GAINESVILLE, FLORIDA 32611

UNIVERSITY OF FLORIDA
 JOB ORDER CONTRACTING - ELECTRICAL CONTRACTORS
ITB20KO-109 (LOT 1)

And having visited the University of Florida campus (Gainesville), and being familiar with all conditions affecting and governing the construction of the Projects, hereby proposes to furnish unit prices for components and services to be provided for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by various UF Facilities Departments for each project, and all other documents relating thereto on file in Procurement Services, and, if awarded the Contract, to complete the said Work of each project within the time limits set by the UF Project Manager for each individual project, for the sums as enumerated on this and the following pages:

Note: The following Unit Prices for all materials and labor costs shall include all Contractor and Subcontractor Overhead and Profit.

No additional percentage multipliers for Overhead and Profit will be allowed for line items in the Contractor's List of Unit Prices. For specialty items not covered under the List of Unit Prices, see Section 00300 of this Bid Document.

LIST OF UNIT PRICES			
ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	DOLLARS
01710	CLEANING		
01711	STRIPPING OF VINYL FLOORING AND APPLICATION OF 3 COATS OF HIGH-QUALITY COMMERCIAL FLOOR POLISH; L/M	S.F.	
01712	FINAL CLEANING PER SPECIFICATIONS	S.F.	
01760	INSTALLED CONSTRUCTION PROTECTION		
01761	TEMPORARY 2 X 4 AND ½" PAINTED PLYWOOD PARTITION; L/M	S.F.	
01762	ORANGE PLASTIC GRID BARRIER W/SUPPORT DEVICES; L/M	L.F.	
02210	DEMOLITION		
02111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	
02112	DUMP FEES	TON	

02127	DEMOLITION OF EXPOSED CONDUIT/WIREMOLD & WIRE; L/	L.F.	
02128	REMOVAL OF 2' X 4' FLUORESCENT LIGHT FIXTURE FROM SUSP. ACOUST. CEIL'G; L/	EACH	
02129	REMOVAL OF INCANDESC. LIGHT FIXTURE FROM PLASTER OR DRYWALL CEIL'G; L/	EACH	
13850	DETECTION AND ALARM		
13851	RELOCATE EXISTING HEAT OR SMOKE DETECTOR (WITHIN 15' OF EXISTING LOCATION), INCLUDING CERTIFICATION; L/M	EACH	
13852	SIMPLEX MAPNET II PHOTOELECTRIC SMOKE DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	
13853	SIMPLEX RATE OF RISE HEAT DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	
13854	COMBINATION HORN AND STROBE DEVICE, INCLUDING CERTIFICATION; L/M	EACH	
15900	CONTROLS		
15901	RELOCATE THERMOSTAT - PNEUMATIC; L/M	L.F.	
15902	RELOCATE THERMOSTAT - ELECTRICALLY WIRED; L/M	L.F.	
15903	REPLACE EXISTING THERMOSTAT WITH JOHNSON T-4000 (or appropriate device) ; L/M	EACH	
16120	WIRE & CABLE		
16121	1/2" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16122	3/4" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16123	1" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16124	#8 WIRE PULLED INTO CONDUIT; L/M	L.F.	
16125	#10 WIRE PULLED INTO CONDUIT; L/M	L.F.	
16126	#12 WIRE PULLED INTO CONDUIT; L/M	L.F.	
16130	OUTLET BOXES		
16131	SINGLE SWITCH/ OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	
16132	DOUBLE SWITCH/OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	
16133	ROUGH-IN ELECT. "J" BOX FOR LIGHT FIXTURE; L/M	EACH	
16134	ROUGH-IN ELECT. "J" BOX FOR ELECTRICAL JUNCTIONS; L/M	EACH	
16135	PLASTER RING IN 5/8" DRYWALL FOR COMPUTER, PHONE OUTLET; L/M	EACH	
16136	3/4" FLEXIBLE CONDUIT FROM ELECT. "J" BOX TO DEVICE BOX; L/M	EACH	
16140	SWITCHES AND RECEPTACLES		
16141	1-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	
16142	3-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	
16143	1-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	
16144	3-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	
16145	DUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	

16146	QUADRUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	
16147	DUPLEX OUTLET IN EXISTING CONDUIT BOX W/COVER; L/M	EACH	
16148	QUADRUPLEX OUTLET IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	
16149	SURFACE MOUNTED WIREMOLD RACEWAY 800 series; L/M	L.F.	
16150	PANELBOARDS		
16151	200 AMP, 120/208 Volt Interior PANELBOARD, 42 pole – MAIN LUGS ONLY, 3 PHASE	EACH	
16152	200 AMP, 120/208 Volt Interior Disconnect Switch 3 pole 3 PHASE Heavy duty, fused. With Fuses	EACH	
16153	200 AMP, 277/480 Volt Interior DISCONNECT Switch 3 Pole, 3 PHASE Heavy Duty Fused, with fuses	EACH	
16154	4" PVC U/G CONDUIT if trench 24"	L.F.	
16155	6" PVS U/G CONDUIT if trenched 36"	L.F.	
16510	LIGHTING FIXTURES		
16511	12" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16512	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16513	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16514	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16515	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP1 & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16516	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16517	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16518	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 18 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16519	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16520	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16521	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16522	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS, 2 BALLASTS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16523	7" DIAM. RECESSED FLUORESCENT DOWNLIGHT W/ 2 - 9-WATT DL COMPACT FLUORESCENT LAMPS; L/M (Lay-in ceiling)	EACH	
16524	EXIT SIGN WITH VOLTAGE SURGE PROTECTOR, COMPUTER POWER, INC. "ILLUMINATOR - XD" SERIES; L/M	EACH	

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

LIST OF UNIT PRICES – HOURLY LABOR			
ITEM	HOURLY LABOR (ELECTRICAL CONTRACTOR)	UNIT	DOLLARS
0001	SUPERINTENDENT	HOUR	
0002	ELECTRICIAN	HOUR	
0003	ELECTRICAIN'S HELPER (APPRENTICE)	HOUR	
0004	LABORER	HOUR	

ADDENDA: The receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # _____ Dated _____
 ADDENDUM # _____ Dated _____
 ADDENDUM # _____ Dated _____

**FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION:
 (CERTIFIED ELECTRICAL CONTRACTOR LICENSE)**

 (Name of Holder) (Certification No.)

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

 (Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____ 20____.

 (Signature of Bidder)

 (Print Name) (Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City)

(State)

(Zip Code)

SECTION 00310 – BID PROPOSAL (ST. AUGUSTINE – LOT 2)

FROM: _____
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA
 PROCUREMENT SERVICES
 971 ELMORE DRIVE
 PO BOX 115250
 GAINESVILLE, FLORIDA 32611

**UNIVERSITY OF FLORIDA
 JOB ORDER CONTRACTING - ELECTRICAL CONTRACTORS
 ITB20KO-109 (LOT 2)**

And having visited the University of Florida campus (St. Augustine), and being familiar with all conditions affecting and governing the construction of the Projects, hereby proposes to furnish unit prices for components and services to be provided for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by various UF Facilities Departments for each project, and all other documents relating thereto on file in Procurement Services, and, if awarded the Contract, to complete the said Work of each project within the time limits set by the UF Project Manager for each individual project, for the sums as enumerated on this and the following pages:

Note: The following Unit Prices for all materials and labor costs shall include all Contractor and Subcontractor Overhead and Profit.

No additional percentage multipliers for Overhead and Profit will be allowed for line items in the Contractor's List of Unit Prices. For specialty items not covered under the List of Unit Prices, see Section 00300 of this Bid Document.

LIST OF UNIT PRICES			
ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	DOLLARS
01710	CLEANING		
01711	STRIPPING OF VINYL FLOORING AND APPLICATION OF 3 COATS OF HIGH-QUALITY COMMERCIAL FLOOR POLISH; L/M	S.F.	
01712	FINAL CLEANING PER SPECIFICATIONS	S.F.	
01760	INSTALLED CONSTRUCTION PROTECTION		
01761	TEMPORARY 2 X 4 AND 1/2" PAINTED PLYWOOD PARTITION; L/M	S.F.	
01762	ORANGE PLASTIC GRID BARRIER W/SUPPORT DEVICES; L/M	L.F.	
02210	DEMOLITION		
02111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	
02112	DUMP FEES	TON	

02127	DEMOLITION OF EXPOSED CONDUIT/WIREMOLD & WIRE; L/	L.F.	
02128	REMOVAL OF 2' X 4' FLUORESCENT LIGHT FIXTURE FROM SUSP. ACOUST. CEIL'G; L/	EACH	
02129	REMOVAL OF INCANDESC. LIGHT FIXTURE FROM PLASTER OR DRYWALL CEIL'G; L/	EACH	
13850	DETECTION AND ALARM		
13851	RELOCATE EXISTING HEAT OR SMOKE DETECTOR (WITHIN 15' OF EXISTING LOCATION), INCLUDING CERTIFICATION; L/M	EACH	
13852	SIMPLEX MAPNET II PHOTOELECTRIC SMOKE DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	
13853	SIMPLEX RATE OF RISE HEAT DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	
13854	COMBINATION HORN AND STROBE DEVICE, INCLUDING CERTIFICATION; L/M	EACH	
15900	CONTROLS		
15901	RELOCATE THERMOSTAT - PNEUMATIC; L/M	L.F.	
15902	RELOCATE THERMOSTAT - ELECTRICALLY WIRED; L/M	L.F.	
15903	REPLACE EXISTING THERMOSTAT WITH JOHNSON T-4000 (or appropriate device) ; L/M	EACH	
16120	WIRE & CABLE		
16121	1/2" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16122	3/4" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16123	1" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	
16124	#8 WIRE PULLED INTO CONDUIT; L/M	L.F.	
16125	#10 WIRE PULLED INTO CONDUIT; L/M	L.F.	
6126	#12 WIRE PULLED INTO CONDUIT; L/M	L.F.	
16130	OUTLET BOXES		
16131	SINGLE SWITCH/ OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	
16132	DOUBLE SWITCH/OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	
16133	ROUGH-IN ELECT. "J" BOX FOR LIGHT FIXTURE; L/M	EACH	
16134	ROUGH-IN ELECT. "J" BOX FOR ELECTRICAL JUNCTIONS; L/M	EACH	
16135	PLASTER RING IN 5/8" DRYWALL FOR COMPUTER, PHONE OUTLET; L/M	EACH	
16136	3/4" FLEXIBLE CONDUIT FROM ELECT. "J" BOX TO LIGHT FIXTURE; L/M	EACH	
16140	SWITCHES AND RECEPTACLES		
16141	1-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	
16142	3-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	
16143	1-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	
16144	3-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	

16145	DUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	
16146	QUADRUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	
16147	DUPLEX OUTLET IN EXISTING CONDUIT BOX W/COVER; L/M	EACH	
16148	QUADRUPLEX OUTLET IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	
16149	SURFACE MOUNTED WIREMOLD RACEWAY 800 series; L/M	L.F.	
16150	PANELBOARDS		
16151	200 AMP, 120/208 Volt Interior PANELBOARD, 42 pole – MAIN LUGS ONLY, 3 PHASE Buss ready with for bolt or breakers	EACH	
16152	200 AMP, 120/208 Volt Interior Disconnect Switch 3 pole 3 PHASE Heavy duty, fused. With Fuses	EACH	
16153	200 AMP, 277/480 Volt Interior DISCONNECT Switch 3 Pole, 3 PHASE Heavy Duty Fused, with fuses	EACH	
16154	4" PVC U/G CONDUIT if trench 24"	L.F.	
16155	6" PVS U/G CONDUIT if trenched 36"	L.F.	
16510	LIGHTING FIXTURES		
16511	12" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16512	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16513	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16514	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16515	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16516	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16517	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16518	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 18 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16519	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16520	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16521	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16522	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS, 2 BALLASTS; LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	
16523	7" DIAM. RECESSED FLUORESCENT DOWNLIGHT W/ 2 - 9-WATT DL COMPACT FLUORESCENT LAMPS; L/M (Lay-in ceiling)	EACH	
16524	EXIT SIGN WITH VOLTAGE SURGE PROTECTOR, COMPUTER POWER, INC. "ILLUMINATOR - XD" SERIES; L/M	EACH	

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

LIST OF UNIT PRICES – HOURLY LABOR			
ITEM	HOURLY LABOR (ELECTRICAL CONTRACTOR)	UNIT	DOLLARS
0001	SUPERINTENDENT	HOUR	
0002	ELECTRICIAN	HOUR	
0003	ELECTRICIAN'S HELPER (APPRENTICE)	HOUR	
0004	LABORER	HOUR	

ADDENDA: The receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # _____ Dated _____
 ADDENDUM # _____ Dated _____
 ADDENDUM # _____ Dated _____

FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION: (CERTIFIED ELECTRICAL CONTRACTOR LICENSE)

 (Name of Holder)

 (Certification No.)

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

 (Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____ 20____.

 (Signature of Bidder)

 (Print Name)

 (Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City)

(State)

(Zip Code)

END OF SECTION

ATTACHMENT A – REQUIREMENTS FOR FEMA PUBLIC ASSISTANCE PROGRAM PROCUREMENT

The terms of this section are considered part of this solicitation and are applicable for projects/work that may be reimbursed through the Federal Emergency Management Agency (FEMA) Public Assistant Program. In the event of a conflict in terms, the terms of this section will control.

1. Termination.

- a. Termination for Convenience. The Agreement may be terminated by UF without cause upon no less than thirty (30) days written notice.
- b. Termination for Cause. Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the Agreement. Either party may terminate the Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
- c. Administration of Termination. All written notices must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under the Agreement, only fees for Services rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of UF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those Services necessary for the timely delivery of work in progress to UF and/or to correct a material breach or default, as applicable. The Parties will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against UF.

2. Equal Opportunity. If the Services provided under the Agreement include construction, then the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Vendor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
3. Davis-Bacon Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
4. Compliance with Copeland "Anti-Kickback" Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor agrees as follows:
- a. Contractor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the Agreement.
 - b. Subcontracts. The Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
5. Compliance with the Contract Work Hours and Safety Standards Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Thousand & 00/100 Dollars (\$100,000.00) and Vendor employs mechanics or laborers, then Vendor agrees as follows:

- a. Overtime Requirements. The Vendor and their subcontractor(s), if any, providing Services under the Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
 - b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Vendor and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for Unpaid Wages and Liquidated Damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, under any such contract or any other Federal contract with UF, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UF, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph (a) through (c) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
6. Clean Air Act and the Federal Water Pollution Control Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), then the Vendor agrees as follows:
- a. Clean Air Act.
 - i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. Vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act.
 - i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- ii. Vendor agrees to report each violation to UF and understands and agrees that UF will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars (\$100,000) financed in whole or in part with Federal assistance provided by FEMA.

- 7. Energy Policy and Conservation. Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.

- 8. Suspension and Debarment.
 - a. If the Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
 - c. This certification is a material representation of fact relied upon by UF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and UF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.

- 9. Byrd Anti-Lobbying Amendment. If the Agreement NOT TO EXCEED amount is One Hundred Thousand & 00/100 Dollars (\$100,000) or more, then Vendor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 10. Procurement of Recovered/Recycled Materials.
 - a. In the performance of the Agreement, Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or,
 - iii. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline->

cpg-program. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

END OF SECTION



GENERAL TERMS and CONDITIONS

for Construction Management At-Risk and Design-Bid-Build Projects

Revised May 2017

Business Affairs
Planning Design & Construction
www.facilities.ufl.edu

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS	7
ARTICLE 2 – CONSTRUCTION DOCUMENTS.....	9
2.1 Quantity and Format of Documents	9
2.2 Minimum Requirements	9
2.3 Owner Disclaimer of Warranty	9
2.4 Conflicts in Documents	9
2.5 Contract Changes	9
ARTICLE 3 – BUILDER’S REVIEWS AND EVALUATIONS	10
3.1 Sufficiency of Construction Documents.....	10
3.2 Sufficiency of Site	10
ARTICLE 4 – BUILDER’S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES	11
4.1 Performance Of Work	11
4.2 Compliance With Laws	12
4.3 Safety	12
4.4 On Site Records	12
4.5 Bribes and Kick-Backs	12
4.6 Quality Control And Testing	13
4.7 Incident Reporting.....	13
4.8 Hazardous Substances.....	13
4.9 Owner’s Use Of and Access To The Site	13
4.10 Utilities	14
ARTICLE 5 – BUILDER’S PERSONNEL, SUBCONTRACTORS, SUPPLIERS, AND SITE FACILITIES.....	14
5.1 Project Staffing	14
5.2 Subcontractor / Supplier Contracts	14
5.3 Resolution of Trade Disputes.....	15
ARTICLE 6 – GOODS, PRODUCTS, AND MATERIALS	15
6.1 Quality Of Materials	15
6.2 Installation And Use Of Materials	16
6.3 Unsuitable Materials	16
6.4 Substitutions	16
6.5 Construction Manager Responsibility	16
6.6 Security For The Project	17

ARTICLE 7 – DOCUMENTS AND INFORMATION.....	17
7.1 Information from Owner	17
7.2 Resolution of Questions	17
7.3 Processing of Documents	17
7.4 Sufficiency of Owner Information	17
ARTICLE 8 – SUBMITTALS.....	18
8.1 Submittal Schedule	18
8.2 Processing of Submittals.....	18
8.3 Record Documents	18
ARTICLE 9 – BUILDER’S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK.....	18
9.1 Rejection and Correction of Work In Progress	18
9.2 Covered or Concealed Work.....	19
ARTICLE 10 – CHANGE ORDERS, CHANGES TO THE WORK, AND CHANGED CONDITIONS	19
10.1 Change Order Proposals and Requests.....	19
10.2 Owner-Directed Changes.....	20
10.3 Professional-Directed Changes.....	20
10.4 Administration of Changes	20
10.5 Compensation for Changes	20
10.6 Concealed and Unforeseen Conditions.....	20
10.7 Performance of Changes	21
10.8 Disputes Regarding Changes	21
10.9 Necessity for Signature Approval	21
ARTICLE 11 – OWNER’S CONSULTANT(S) AND CONSTRUCTION ADMINISTRATION.....	22
11.1 Owner’s Designated Professional Representative.....	22
11.2 Professional Site Visits	22
11.3 Professional Rejection of Work	22
11.4 Professional Evaluations.....	22
11.5 Professional Submittal Activities	22
11.6 Professional Interpretations	23
11.7 Professional Pay Application Activities.....	23
11.8 Professional Relationship to Builder.....	23
11.9 Commissioning Consultant	23

ARTICLE 12 – SUBSTANTIAL AND FINAL COMPLETION	23
12.1 Substantial Completion	23
12.2 Final Completion	25
ARTICLE 13 – BUILDER’S WARRANTIES AND GUARANTEES	26
13.1 One-Year Warranty	26
13.2 Post-Completion Commissioning Activities	27
13.3 Express Warranties and Guarantees – Builder	27
13.4 Express Warranties and Guarantees – Subcontractors and Suppliers	27
13.5 Non-Exclusivity and Survival	27
13.6 Non-Limitation	28
13.7 Commencement of Obligations	28
ARTICLE 14 – OWNER’S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES	28
14.1 Timely Compensation of Builder	28
14.2 Owner Review of Documents	28
14.3 Status of Owner	28
ARTICLE 15 – BUILDER’S COMPENSATION	28
15.1 Schedule of Values	28
15.2 Unit Prices	29
15.3 Invoicing Procedures	29
15.4 Payment Procedures	30
15.5 Owner’s Right to Refuse Payment	30
15.6 Builder’s Right to Refuse Performance for Non-Payment	31
15.7 Correction of Past Payments	31
15.8 Invoice Warranties and Guarantees	31
15.9 Builder’s Signature	31
15.10 Taxes and Owner Direct Purchase Program	31
15.11 Compensation of Builder’s Subcontractors and Suppliers	32
15.12 Retainage	32
15.13 Final Payment	33
ARTICLE 16 – SCHEDULE REQUIREMENTS	33
16.1 Construction Schedule	33
16.2 Delay in Performance	34
16.3 Early Completion	34

16.4 Document Review	35
ARTICLE 17 – TIME OF PERFORMANCE	35
17.1 Time of the Essence	35
17.2 Modifications of Time for Performance.....	35
17.3 Compensable Delay.....	36
17.4 Excusable Delay	36
17.5 Critical Delay.....	36
ARTICLE 18 – PROPRIETARY DOCUMENTS AND CONFIDENTIALITY	36
18.1 Nature and Use of Information	36
18.2 Ownership of Information	36
18.3 Disclosure of Information	37
18.4 Instructions to Employees	37
18.5 Non-Publication	37
ARTICLE 19 – INSURANCE REQUIREMENTS.....	37
19.1 Basic Insurance Requirements	37
19.2 Certificates of Insurance	39
19.3 Effect of Insurance	40
19.4 Waiver of Subrogation	40
ARTICLE 20 – GENERAL BOND REQUIREMENTS	40
20.1 General Bond Requirements.....	40
20.2 Delivery of Bonds.....	40
20.3 Requests for Copies of Bonds	40
ARTICLE 21 – OWNER’S RIGHT TO STOP WORK.....	40
21.1 Cease and Desist Order.....	40
ARTICLE 22 – TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION...41	
22.1 Termination for Cause by Owner	41
22.2 Termination for Cause by Builder.....	42
22.3 Termination or Suspension for Convenience.....	43
22.4 Builder’s Compensation When Builder Terminates for Cause or Owner Terminates for Convenience	43
22.5 Builder’s Compensation When Owner Terminates for Cause.....	43
22.6 Limitation on Termination Compensation	44
22.7 Builder’s Responsibility upon Termination.....	44
22.8 Lack of Duty to Terminate	44

22.9	Limitation on Termination Claim.....	44
ARTICLE 23 – DISPUTE RESOLUTION.....		44
23.1	Mutual Discussion.....	44
23.2	Facilitative Mediation	44
23.3	Conflicting Dispute Resolution Provisions	45
23.4	Arbitration Preclusion.....	45
23.5	Performance during Dispute Resolution.....	45
23.6	Litigation/Administrative Action	46
ARTICLE 24 – DAMAGES AND REMEDIES		46
24.1	Builder’s Repair	46
24.2	Reimbursement	46
24.3	General Indemnity.....	46
24.4	Intellectual Property Indemnity.....	46
24.5	Non-Exclusivity of Owner’s Remedies.....	46
24.6	Waiver of Damages	47
ARTICLE 25 – MISCELLANEOUS PROVISIONS.....		47
25.1	Integration.....	47
25.2	Severability	47
25.3	Waiver	47
25.4	Strict Compliance.....	47
25.5	Third-Party Beneficiaries.....	47
25.6	Assignment of Anti-Trust Claims	47
25.7	Drug Free and Tobacco-Free Workplace	47
25.8	Survival.....	48
25.9	Independent Contractor	48
25.10	Public Records	48
25.11	Governing Law and Venue	48
25.12	Sovereign Immunity.....	48

ARTICLE 1 – DEFINITIONS

When one of the following capitalized words, terms, or phrases is used in the Contract for Construction, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Authority Having Jurisdiction (AHJ): That person or entity who has the delegated authority to determine, mandate, and enforce building code requirements established by jurisdictional governing bodies. For University of Florida projects, the University's Division of Environmental Health & Safety is normally the primary AHJ.

BIM Execution Plan: A detailed and project-specific guide for the development, sharing, use, and finalization of BIM models and model-related documents and information.

Building Information Modeling (BIM): A process involving the generation and management of digital representations of physical and functional characteristics of a facility through the use of three-dimensional, intelligent design information. The resulting building information models become shared knowledge resources to support decision-making about a facility from the earliest conceptual stages, through design, construction, and the facility's operational life.

Builder: An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the Owner pursuant to a Contract for Construction.

Certificate of Substantial Completion: Document declaring the Work Substantially Complete and suitable for occupancy or beneficial use by the Owner.

Commissioning: A process – normally handled by one or more independent consultants working directly for the Owner – to ensure that particular building systems are planned, designed, installed, tested, optimized, and capable of being operated and maintained to perform in accordance with the Owner's goals and requirements.

Construction Documents: Drawings, specifications, revisions, addenda, and other information which set forth in detail the Work.

Construction Price: The dollar amount for which a Builder agrees to perform the Work set forth in a Contract for Construction.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract for Construction: The entire agreement between Owner and Builder, consisting of the Owner-Builder Agreement and all exhibits thereto; these General Terms and Conditions; special conditions, if any; proposal(s) submitted by the Builder and accepted by Owner, if any; the Construction Documents; any amendments or addenda executed by the Owner and the Builder hereafter; and Owner-approved change order(s) or field orders. Documents not included or expressly contemplated in this definition do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the Builder or its subcontractors and suppliers do not constitute a part of the Contract for Construction.

Final Completion: The stage of construction when the Work has been completed in accordance with the Contract for Construction and the Owner has received all documents and items necessary for closeout of the Work. Final Completion of the Work shall be deemed to have occurred on the later of: (i) the date that the Work passes a Final Completion inspection, or (ii) the date that the Builder has produced all required Final Completion close-out documentation and items. Final Completion shall not be deemed to have occurred and no final payment shall be due the Builder or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and Builder has provided all required Final Completion closeout documentation and items to the Owner.

Hazardous Substances: The term "Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants which are listed, defined, or regulated under applicable laws, rules, regulations, codes, ordinances, orders and directives pertaining or related to health, safety, or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act as amended, (42 U.S.C. § 9601 et seq), the Resource Conservation and Recovery Act as amended, (42 U.S.C. § 6901 et seq), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1251 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, hydrocarbons, petroleum derived constituents, biomedical waste, or hazardous or toxic residue.

Owner: The University of Florida Board of Trustees, a public body corporate of the State of Florida.

Owner's Related Parties: The Board of Governors and its officers, trustees, and employees; and the Owner and its officers, trustees, and employees.

Professional: An entity, including but not limited to a licensed architect or engineer, engaged directly by the Owner to provide design or engineering services.

Project: Owner's undertaking to effect the construction, installation, renovation, or demolition of a facility or improvement, as the case may be, that is the subject of the Contract for Construction between Owner and Builder.

Site: The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion (or Substantially Complete): The stage of construction when the Owner can occupy or beneficially use satisfactorily completed Work for its intended purpose and a certificate of occupancy has been issued. Substantial Completion of the Work shall be deemed to have occurred on the later of: (i) the date the Work passes all Substantial Completion inspections, (ii) the date Builder has produced the required Substantial Completion documentation and items, or (iii) the date Authorities Having Jurisdiction provide a certificate of occupancy.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project; provided, however, that Work does not include performance of pre-construction services by a construction manager.

ARTICLE 2 – CONSTRUCTION DOCUMENTS

2.1 Quantity and Format of Documents

The Owner shall provide the Builder with one printed set of Construction Documents, one set of electronic documents (plans and specifications) in PDF format, and one set of BIM files.

2.2 Minimum Requirements

In every case, requirements established by the Construction Documents shall be considered as the minimum acceptable standard.

2.3 Owner Disclaimer of Warranty

The Owner has requested that its Professional(s) prepare Construction Documents for the Project, including the plans and specifications, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating, and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the Builder concerning the Construction Documents or BIM documents. The Builder hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

2.4 Conflicts in Documents

In the event of any conflict, discrepancy, or inconsistency among any of the documents comprising the Contract for Construction, the following shall control:

2.4.1 As between figures given on plans and scaled measurements, the figures shall govern;

2.4.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

2.4.3 As between plans and specifications, the requirements of the specifications shall govern;

2.4.4 As between plans or specifications and BIM models, the requirements of the plans or specifications shall govern.

2.4.5 As between architectural drawings and (structural, civil, mechanical, electrical, plumbing, or fire protection) engineering drawings, the engineering drawings shall govern.

2.5 Contract Changes

The Builder understands and agrees that the Contract for Construction – including the Construction Documents – cannot be changed except as provided herein. No act, omission, or course of dealing by the parties shall alter the requirement that modifications of the Contract for Construction must be accomplished by written documents signed by the parties.

ARTICLE 3 – BUILDER’S REVIEWS AND EVALUATIONS

3.1 Sufficiency of Construction Documents

The Builder acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the Owner and the Professional(s) of any (i) problems, conflicts, defects, deficiencies, inconsistencies, or omissions it discovers in or between the Construction Documents; and (ii) variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules, or regulations.

3.1.1 If the Builder performs any Work it knows or should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules, regulations, or the Owner’s design and construction standards without notifying the Professional(s) and prior to receiving written authorization to proceed, the Builder shall be responsible for the consequences of such performance.

3.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any Work, the Builder and subcontractors shall verify all measurements at the Site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of Work or if the Professional failed to receive written notice before the Work was performed.

3.2 Sufficiency of Site

Prior to signing the Contract for Construction, the Builder has:

- (i) visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and
- (ii) reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of the Work.

In addition, if the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the Builder has also:

- (iii) reviewed all as-built and record drawings, plans and specifications of which Owner has informed Builder; and

- (iv) thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of bid, if any, but in all events prior to signing the Contract for Construction.

Claims resulting from the Builder's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

ARTICLE 4 – BUILDER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

4.1 Performance Of Work

The Builder shall perform and complete its obligations under the Contract for Construction using its best skill and attention, and covenants with the Owner to furnish management, supervision, coordination, labor, and services (i) which expeditiously, economically and properly complete the Work in the manner most consistent with the Owner's interests and objectives; (ii) which comply with the Contract for Construction; and (iii) which are in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity, and cost to the Project.

- 4.1.1 The Builder shall not be required to provide professional services which constitute the practice of architecture or engineering, unless provided in the Construction Documents and relating to those divisions of the Work for which it is appropriate for Builder's subcontractors to engage or employ licensed engineers for design associated with the Work, such as trusses.
- 4.1.2. All services rendered by the Builder for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.
- 4.1.3 The Builder shall, in the course of providing the Work, cooperate and communicate with the Owner, the Professional, the Owner's Commissioning consultants, and all other persons or entities as required for satisfactory completion of the Project.
- 4.1.4 The Builder understands and acknowledges that the Work referred to in the Contract for Construction may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same Site. The Builder shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the Site.
- 4.1.5 The Builder shall not damage, endanger, compromise, or destroy any part of the Project or the Site, including by way of example and not limitation, work being performed by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the Site. Should the Builder damage, compromise or destroy any part of the Project or the Site, the Builder shall be fully and exclusively responsible for and bear all costs associated therewith.

4.2 Compliance With Laws

- 4.2.1 The Builder shall comply with all applicable laws, statutes, building codes, rules, regulations, and lawful orders of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.
- 4.2.2 The Builder shall prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work, provided Owner shall pay all building permit and state fire marshal inspection fees directly.
- 4.2.3 The Builder shall give all notices required of it by governmental authorities relating to the Project.

4.3 Safety

Safety shall be a prime concern of the Builder at all times. The Builder shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures for coordinating and constructing the Work, including Site safety and safety precautions and programs.

4.4 On Site Records

- 4.4.1 The Builder shall maintain at the Site one copy of all drawings, specifications, addenda, approved shop drawings, daily logs, change orders, submittals, other modifications, and all other documents generated throughout the course of the project in good order. The daily logs shall contain detailed information regarding weather conditions, materials delivered, work performed, operating hours, subcontractors working on the Project, and staffing of each subcontractor.
- 4.4.2 The Builder shall continuously update all drawings and specifications to reflect changes as they occur throughout construction. Such "as-built" plans and specifications shall be available at all times to the Owner, the Professional(s), the Owner's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the Builder shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.
- 4.4.3 Depending on the requirements of the project-specific BIM Execution Plan, the Builder shall also maintain copies of the BIM models that reflect the as-built or as-installed conditions, geometry, and product/equipment information.

4.5 Bribes and Kick-Backs

The Builder shall not by any means:

- (i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- (ii) offer or accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers, or manufacturers of Project goods and materials; or

- (iii) without the express written permission of the Owner in accordance with Owner's policies, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process, or procedure in which the Builder has a direct or indirect proprietary or other pecuniary interest.

4.6 Quality Control And Testing

The Builder shall develop and implement a quality management program to ensure quality construction. Unless otherwise specified in the Contract for Construction, the Builder shall procure the quality control and testing agencies, subject to Owner's written approval. The Builder shall coordinate all tests and inspections required by the Construction Documents, and the Builder shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of Work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found. Cost of specified measures and tests required by the Construction Documents and performed by Owner-approved quality control and testing agencies shall be included in the Cost of the Work.

4.7 Incident Reporting

The Builder shall immediately notify the Owner and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to Work, and other significant occurrences.

4.8 Hazardous Substances

The Builder shall immediately notify the Owner and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes aware. If the Builder encounters environmental contamination (including but not limited to Hazardous Substances), the Builder shall (i) immediately stop performance of Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the Owner; and (v) take any other steps necessary to protect life and health.

4.9 Owner's Use Of and Access To The Site

The Builder shall perform the Work so as not to interrupt any operations of the Owner on, adjacent to, or near the Site.

4.9.1 The Builder understands and acknowledges that the Owner may need access to or use of certain areas of the Site or Work prior to the Builder's achievement of Substantial Completion, and that such occupancy, access, or use shall not constitute the Owner's acceptance of any Work.

4.9.2 The Builder shall not enter any Owner-occupied area of the Site or Project unless first approved and scheduled by the Owner. The Builder understands and acknowledges that the Owner may incur damages if the Owner's operations on the Site are interrupted or impaired as a result of the Work.

4.9.3 The Builder shall afford the Owner's own forces and other consultants, trade contractors, subcontractors, and suppliers, access to the Site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents.

4.10 Utilities

The Builder shall be responsible for all costs associated with connections to, and consumption of, utilities required for temporary service and construction.

ARTICLE 5 – BUILDER'S PERSONNEL, SUBCONTRACTORS, SUPPLIERS, AND SITE FACILITIES

5.1 Project Staffing

The Builder shall staff the Project with qualified and designated individuals and entities responsible for its obligations and performance.

5.1.1 An authorized representative of the Builder shall be present at all times when Work is being performed.

5.1.2 The Builder shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The Builder shall use its best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

5.1.3 Students, faculty, and staff shall not be harassed, disturbed, or in any way disrupted in their lawful pursuits. The Builder shall immediately remove from the Site, for the duration of the Project, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual. Sexual harassment shall be reported to the University's Title IX Coordinator and Deputy Title IX Coordinator for Students as prescribed elsewhere in the Contract for Construction.

5.1.4 The Builder shall immediately remove from the Site, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

5.1.5 The Builder shall be responsible to the Owner for the acts and omissions of Builder's agents and employees, consultants, subcontractors, and suppliers.

5.1.6 Employees of the Builder and its subcontractors shall be screened for – and banned from working on the Owner's property if found to have committed – certain crimes as described elsewhere in the Contract for Construction. The cost of such screening shall be included in the Construction Price.

5.2 Subcontractor / Supplier Contracts

The Builder shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with the Contract for Construction. It is the intent of the Owner and the Builder that the obligations of the Builder's subcontractors and

suppliers inure to the benefit of the Owner and the Builder, and that the Owner be a third-party beneficiary of the Builder's agreements with its subcontractors and suppliers.

- 5.2.1 The Builder shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of the Contract for Construction, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.
- 5.2.2 The Builder shall include in its written contracts with subcontractors and suppliers a provision that includes the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions, and requirements of the Contract for Construction included by reference in its written contract with the Builder, and that it will abide by those terms, conditions, and requirements.
- 5.2.3 The Builder's written contracts with its subcontractors and suppliers shall preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Builder's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, the Contract for Construction, and upon request of the Owner, the Builder's subcontractors and suppliers will perform services for the Owner.
- 5.2.4 Without limitation of the foregoing subsections, the Builder's written contracts with its subcontractors and suppliers shall include the following provision: *"When the Builder receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Builder for the Project, the Builder shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract for Construction, within ten (10) days after the Builder's receipt of payment from the Owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment, a conditional release of lien and all required warranties and closeout documentation. When the subcontractor receives payment from the Builder for labor, services, or materials furnished by the subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract for Construction, within ten (10) days after the subcontractor's receipt of payment."*

5.3 Resolution of Trade Disputes

The Builder shall promptly resolve claims, complaints, labor disputes, and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 6 – GOODS, PRODUCTS, AND MATERIALS

6.1 Quality Of Materials

The Builder shall furnish goods, products, materials, equipment, and systems that:

- (i) comply with the Contract for Construction;
- (ii) conform to applicable specifications, descriptions, instructions, drawings, data, and samples;
- (iii) are new (unless otherwise specified or permitted) and without apparent damage;
- (iv) are of quality, strength, durability, capacity, or appearance equal to or higher than that required by the Construction Documents;
- (v) are merchantable;
- (vi) are free from defects; and
- (vii) exceed and/or are in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

6.2 Installation And Use Of Materials

All goods, products, materials, equipment, and systems shall, unless specifically stated otherwise, be furnished, used, installed, employed, and protected in strict compliance with the specifications, recommendations, and instructions of the manufacturer or supplier, unless such specifications, recommendations, or instructions deviate from accepted construction practices or the Construction Documents, in which case the Builder shall so inform the Owner and Professional and shall proceed as directed by that Professional, unless otherwise directed by the Owner. The Builder shall coordinate and interrelate all trade contracts and subcontracts to ensure compatibility of goods, products, materials, equipment, and systems – and validity of all warranties and guarantees – required by the Construction Documents for the Work.

6.3 Unsuitable Materials

The Builder shall inform the Owner of goods, products, materials, and equipment or systems the Builder knows are unsuitable or unavailable at the time of bid submission. Claims relating to or arising out of claims that goods, products, materials, equipment, or systems are unsuitable or unavailable shall not be entertained by the Owner unless the Builder, subcontractor, or supplier notified the Owner in writing at the time of bid submission, along with proposed alternatives. Approval by the Owner and the Professional does not mean or imply final acceptance by the Owner and Professional if such items should be defective or not as previously represented. Should the Builder furnish any approved goods, products, materials, equipment, or systems different from or in addition to those required by the Construction Documents which require supplemental materials or installation procedures different from or in addition to those require for specified items, the Builder shall provide such at no increased cost to the Owner.

6.4 Substitutions

There shall be no substitution of products, materials, or equipment unless approved by the Professional in advance of procuring such goods, except as expressly permitted by the Contract for Construction.

6.5 Construction Manager Responsibility

If Builder is acting as a construction manager, Builder shall also inform the Owner and Professional during the various stages of design development if proposed materials or equipment do not conform with the Owner's construction budget, Owner's program and/or project requirements, or Owner's design and construction standards.

6.6 Security For The Project

The Builder shall provide security for the Project, including but not limited to security for Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices, and other items required, used, or to be used for performing the Work.

ARTICLE 7 – DOCUMENTS AND INFORMATION

7.1 Information from Owner

The Owner shall provide the Builder with information reasonably necessary to assist the Builder in performing its services including, if applicable and available:

- (i) the Site legal description and any required survey;
- (ii) all written and tangible material of which it informs Builder concerning conditions below ground at the Site;
- (iii) if the Project involves an existing structure, all as-built drawings, record drawings, plans, specifications, and structural information; and
- (iv) the Owner's pertinent Project dates and key milestone dates.

7.2 Resolution of Questions

The Builder shall resolve all questions concerning the Construction Documents with the Professional(s) who prepared the documents.

7.3 Processing of Documents

When requested to do so by the Owner, the Builder shall process documents and provide other reasonably required drawings, services, and certifications necessary to enable the Owner to (i) obtain permits or other approvals not otherwise required to be obtained by Builder and (ii) represent that the Work complies with the requirements of Authorities Having Jurisdiction.

7.4 Sufficiency of Owner Information

The furnishing of information by the Owner to the Builder shall not relieve the Builder of responsibilities contained elsewhere in the Contract for Construction to evaluate information and documents provided by the Owner. The Builder shall timely notify the Owner in writing of any additional information needed or services required from the Owner in order for the Builder to perform the Work.

ARTICLE 8 – SUBMITTALS

8.1 Submittal Schedule

The Builder shall timely prepare and transmit to the Professional a schedule for provision of all anticipated submittals and shop drawings. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; (iii) be coordinated with the Construction Schedule; and (iv) set forth specific dates for submission of the listed submittals.

8.2 Processing of Submittals

The Builder shall in timely fashion review, approve or reject as necessary, and forward approved submittals to the Professional for review and approval along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

8.2.1 Submittals and shop drawings shall be provided in electronic format – searchable PDF for product data and other submittals; DWG, RVT, or other Navisworks-compatible software for shop drawings.

8.2.2 The Professional is responsible to the Owner, but not to the Builder, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Contract for Construction.

8.2.3 All Work shall be performed in accordance with approved submittals. Approval of submittals by the Professional shall not relieve the Builder from complying with the Contract for Construction, including all plans and specifications, addenda thereto, and approved Change Orders.

8.2.4 Re-submittals required to correct errors, omissions, or invalid substitutions by the Builder or its subcontractors shall not constitute an excusable or compensable delay.

8.3 Record Documents

The Builder shall provide to Owner final and complete electronic copies of all submittals and shop drawings, updated and annotated as needed to illustrate the products, equipment, and materials actually installed.

ARTICLE 9 – BUILDER’S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

9.1 Rejection and Correction of Work In Progress

During the course of Project, the Builder shall inspect and promptly reject any Work that (i) does not conform to the Construction Documents or (ii) does not comply with any applicable law, statute, building code, rule, or regulation of any governmental, public, and quasi-public authorities or Authorities Having Jurisdiction.

- 9.1.1 The Builder shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Builder shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.
- 9.1.2 The Builder shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or other trade contractors or subcontractors caused by the Builder's correction or removal of rejected Work.

9.2 Covered or Concealed Work

If a portion of the Work has been covered, the Builder shall, if notified to do so by the Owner or the Professional, uncover the designated portion for observation and then replace it.

- 9.2.1 If the designated portion of the Work was covered contrary to the request of the Owner or the Professional, or to requirements specifically expressed in the Construction Documents, the Builder shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.
- 9.2.2 If the designated portion of the Work was covered prior to a specific request by the Owner or the Professional that it remain uncovered, the Builder shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

ARTICLE 10 – CHANGE ORDERS, CHANGES TO THE WORK, AND CHANGED CONDITIONS

10.1 Change Order Proposals and Requests

Builder may propose, and Owner or the Professional may request, changes to the Work, compensation, or applicable schedules.

- 10.1.1 With respect to Builder's proposals for changes, the Builder shall prepare and submit change order proposals to the Professional, together with appropriate back-up documentation.
- 10.1.2 With respect to Owner's and/or the Professional's requests for changes, the Builder shall promptly review and respond to such requests provided by the Owner or the Professional.
- 10.1.3 When requested to do so, the Builder shall prepare and submit to the Professional drawings, specifications, detailed cost estimates as prescribed below, or other data in support of a change order proposal or request.
- 10.1.4 Each Builder-submitted change order proposal shall include any and all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project, together with substantiating back-up documentation.

10.2 Owner-Directed Changes

The Owner may unilaterally direct the Builder to implement changes in the Work so long as the Work the Owner is requiring is not outside of the general scope of the Contract for Construction, and the Builder, upon written direction from the Owner, shall proceed with such change.

10.3 Professional-Directed Changes

The Professional, without the Owner's prior approval, may authorize or direct the Builder to make minor changes in the Work that are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, scope, or approved design elements. Any such minor changes shall be implemented by written field order or supplemental instruction from the Professional and executed promptly by the Builder.

10.4 Administration of Changes

The Professional will administer and manage all change orders and change order proposals or requests – including claims for additional compensation, time, or both – and will prepare required drawings, specifications, and other supporting data in connection therewith.

10.5 Compensation for Changes

With respect to all change order proposals or requests involving credit to the Owner or additional compensation to the Builder, the Builder shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable and detailed price quotation to the Professional.

10.5.1 If Professional determines price quotations for change order proposals or requests are unreasonable, the Builder shall, in writing, justify said quotations or provide additional back-up documentation. If, after review of the additional information, the Professional determines the quotation is unreasonable, the Owner may require the subject Work be performed on a time and material basis.

10.5.2 The Builder and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees, or expenses incurred in performing services already required by the Contract for Construction, and shall not be entitled to additional reimbursement for home office, other non-jobsite or indirect overhead expenses, or tools necessary for construction.

10.5.3 It is the responsibility of the Builder to review and approve all pricing of additional work required of its subcontractors and suppliers.

10.6 Concealed and Unforeseen Conditions

If (i) the Builder encounters concealed or unforeseen conditions of an unusual nature that affect performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the Builder, the Builder shall promptly, but in no event later than seven (7) calendar

days after first observance of the conditions, notify the Professional and the Owner before conditions are disturbed and give the Professional or the Owner opportunity to observe the condition in its undisturbed state.

10.6.1 Owner and Professional shall promptly investigate the conditions. If Owner and Professional determine, within their discretion, that the conditions (i) differ substantially from those indicated in the Construction Documents and (ii) cause a material increase or decrease in the Builder's cost of, or time required for, performance of the Work, then compensation and/or time for performance will be equitably adjusted.

10.6.2 All adjustments in compensation or extensions of time shall be by change order. Change order proposals or requests shall be submitted within fourteen (14) calendar days of the date of observation of the changed or unknown conditions.

10.6.3 The Builder's failure to notify the Professional and Owner as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

10.7 Performance of Changes

Upon Builder's receipt of an executed change order or approved change order proposal, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents.

10.8 Disputes Regarding Changes

10.8.1 Regardless if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the Owner so directs. No claim shall be prejudiced by performance of the Work so long as the Owner is notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the Owner recites the reasons for its dispute in the written notice. Failure to notify the Owner in writing shall constitute a waiver of any claim resulting from the change.

10.8.2 In the event a change order proposal is approved by the Owner in the absence of an agreement as to cost, time, or both, the Professional will (i) receive and maintain all documentation pertaining thereto; (ii) examine such documentation on the Owner's behalf; (iii) take such other action as may be reasonably necessary or as the Owner may request; and (iv) make a written recommendation to the Owner concerning any appropriate adjustment in the Construction Price or time.

10.9 Necessity for Signature Approval

No act, omission, or course of dealing shall alter the requirement that change orders shall be in writing and signed by the Owner, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The Builder understands and agrees, on behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

ARTICLE 11 – OWNER’S CONSULTANT(S) AND CONSTRUCTION ADMINISTRATION

11.1 Owner’s Designated Professional Representative

Unless otherwise directed by the Owner, the Professional shall act as the Owner’s agent for design-related issues, interpretation of the Construction Documents, and other matters described in these General Terms & Conditions.

11.1.1 The Professional will be the Owner’s design representative during performance of the Work and will consult with and advise the Owner on all design and technical matters.

11.1.2 The Professional will act as initial interpreter of the requirements of the Contract for Construction and as the Owner’s advisor on claims.

11.2 Professional Site Visits

The Professional will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) the Contract for Construction; (ii) approved shop drawings and other submittals; (iii) the Construction Schedule; and (iv) applicable laws, statutes, building codes, rules, or regulations of all governmental, public, and quasi-public authorities or Authorities Having Jurisdiction.

11.3 Professional Rejection of Work

The Professional may disapprove or reject Work which does not comply with (i) the Contract for Construction; (ii) approved shop drawings and other submittals; or (iii) applicable laws, statutes, building codes, rules, or regulations of any governmental, public, and quasi-public authorities and Authorities Having Jurisdiction.

11.4 Professional Evaluations

11.4.1 The Professional will review and evaluate the results of all inspections, tests, and written reports required by the Contract for Construction and by any governmental entity having or asserting jurisdiction over the Project. The Professional will take appropriate action, if necessary, arising from such evaluations, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional. The Professional will promptly reject Work which does not conform to and comply with testing requirements.

11.4.2 The Professional may require inspection or testing of any Work in addition to that required by the Contract for Construction or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed, or completed. The Professional will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional.

11.5 Professional Submittal Activities

The Professional will review and approve, reject, or take other appropriate action on submittals such as shop drawings, product data, samples, proposed equal materials or

equipment, and requested substitutions not more than fourteen (14) calendar days after receipt, and will not approve any submittals unless such submittals conform to the Construction Documents. The Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment prove to be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The Builder remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

11.6 Professional Interpretations

The Professional will, when requested to do so in writing by the Builder, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Professional's interpretations and decisions relating to aesthetic or artistic effect shall be final if not inconsistent with the Contract for Construction.

11.7 Professional Pay Application Activities

The Professional will review applications for payment, including such accompanying data, information, and schedules as the Professional requires, to verify the amounts due to the Builder and shall authorize payment by the Owner to the Builder in writing. After the Work is determined to be Finally Complete by the Professional, the Professional will certify to the Owner in writing that the Builder is entitled to final payment and submit the pay application to the Owner for final approval.

11.8 Professional Relationship to Builder

The duties, obligations, and responsibilities of the Builder under the Contract for Construction shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of any Professional. The Builder shall not be a third-party beneficiary of any agreement by and between the Owner and any Professional. The duties of the Builder to the Owner shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the Owner.

11.9 Commissioning Consultant

The Owner may also employ an independent Commissioning consultant to verify performance and/or quality of certain building systems or components. The Builder shall coordinate the Work and its schedule and activities with the Commissioning consultant and shall act upon the observations and recommendations of same, provided such action does not conflict with the Contract for Construction or specific direction by the Owner or the Professional.

The Builder shall perform functional performance testing of items being commissioned under the supervision of the Owner's Commissioning consultant.

ARTICLE 12 – SUBSTANTIAL AND FINAL COMPLETION

12.1 Substantial Completion

12.1.1 When the Builder believes that the Work is Substantially Complete, it shall notify the Owner and the Professional that the Work is ready for a Substantial Completion inspection. The Builder shall endeavor to give the Owner and the

Professional notice two (2) weeks prior to the predicted Substantial Completion inspection date(s).

- 12.1.2 Upon receipt of notification from the Builder, the Professional will coordinate with the Owner and the Builder date(s) for inspection(s) of the Work to determine whether the Work is Substantially Complete.
- 12.1.3 Prior to such inspections, the Builder shall develop a comprehensive list of known discrepancies, deficiencies, or incomplete Work (i.e., the “punchlist”).
- 12.1.4 At inspection(s) to determine whether the Work is Substantially Complete, the Professional, the Commissioning consultant(s), the Owner, and other governing or concerned entities will:
 - (i) inspect the Work;
 - (ii) create or append punchlists;
 - (iii) review the overall status of the Work and any outstanding or deficient issues; and
 - (iv) determine whether Substantial Completion of the Work has occurred.
- 12.1.5 If the Work is determined not to be Substantially Complete, the Work shall be prosecuted until the Work is Substantially Complete and the inspection process shall be repeated at no additional cost to the Owner until the Work is determined to be Substantially Complete. Builder will be responsible for costs of the Owner’s consultants associated with premature or failed inspections.
- 12.1.6 On or prior to the required date of Substantial Completion, the Builder shall deliver to Owner reports, extra materials, and other necessary documents and items for the Owner’s occupancy and use of the Work for its intended purpose. These documents and items are enumerated on the Owner’s website (www.facilities.ufl.edu). The Professional will review such documentation and items, and will inform the Owner and the Builder of any deficiencies.
- 12.1.7 When the Owner, the Builder, and the Professional agree that the Work has passed Substantial Completion inspection(s) and the Builder has produced the required Substantial Completion documentation and items, they shall each sign the Owner’s standard Certificate of Substantial Completion form, declaring the Work Substantially Complete and establishing the actual date of Substantial Completion. The Certificate of Substantial Completion shall also be accompanied by a final, consolidated punchlist.
- 12.1.8 If the Work is commissioned through the services of a Commissioning consultant, such Commissioning – including functional performance tests – shall be completed as a pre-requisite to the Work being declared Substantially Complete, provided Builder shall not be responsible for delays in Commissioning not the fault of Builder.

- 12.1.9 The Builder shall provide the Owner with operation and maintenance documents not less than forty-five (45) calendar days prior to the required date of Substantial Completion to allow adequate time for review, correction, and training of the Owner's personnel prior to Commissioning and the Owner's occupancy of the Project.
- 12.1.10 The Builder shall meet with the Owner's personnel prior to the required date of Substantial Completion to familiarize and train them with respect to maintenance and use of the Project. All training sessions shall be recorded (audio and visual), with copies provided to the Owner.
- 12.1.11 The date of Substantial Completion shall fix the commencement date of warranties and guaranties and allocate between the Owner and the Builder responsibility for security, utilities, damage to the Work, and insurance.

12.2 Final Completion

- 12.2.1 When the Builder believes the Work has achieved Final Completion (including correction of all punchlist items), the Builder shall notify the Owner and the Professional that the Work is ready for Final Completion inspection.
- 12.2.2 Upon receipt of such notification from the Builder, the Professional will coordinate with the Owner and the Builder a date for inspection of the Work to determine whether the Work has achieved Final Completion.
- 12.2.3 At the Final Completion inspection, the Owner and the Professional will:
- (i) inspect the Work;
 - (ii) determine whether all punchlist items have been satisfactorily completed and corrected;
 - (iii) determine whether the Work complies with (a) the Contract for Construction; (b) applicable laws, statutes, building codes, rules, or regulations of all governmental, public, and quasi-public authorities or Authorities Having Jurisdiction; and (c) applicable installation and workmanship standards;
 - (iv) determine whether required inspections and approvals by the official(s) having or asserting jurisdiction over the Project (including, but not limited to, the AHJ) have been satisfactorily completed; and
 - (v) confirm receipt of the deliverables listed below.
- 12.2.4 If Final Completion has not been achieved, the Builder shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the Owner, until Final Completion is achieved.
- 12.2.5 On or prior to the date of Final Completion, the Builder shall deliver to the Owner the following documentation and items:

- (i) Certificate of Final Completion – executed on Owner’s standard form;
- (ii) all operation and maintenance manuals not previously produced;
- (iii) one (1) set of as-built plans and specifications;
- (iv) record copies of BIM files as required by the project-specific BIM Execution Plan, if applicable;
- (v) certification and affidavit that all insurance required of the Builder beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner;
- (vi) written consent of the surety(ies), if any, to final payment;
- (vii) full, final, and unconditional waivers of mechanics or construction liens, from each contractor, subcontractor, supplier, or other person or entity who has or might have a claim;
- (viii) full, final, and unconditional certification and affidavit that all of the Builder’s obligations to contractors, subcontractors, suppliers, and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;
- (ix) all written warranties and guarantees relating to the labor, goods, products, materials, equipment, and systems incorporated into the Work, endorsed, countersigned, and assigned as necessary;
- (x) affidavits, releases, bonds, waivers, permits, and other documents necessary for final close-out of Work;
- (xi) a list of any item(s) due but unable to be delivered and the reason for non-delivery; and
- (xii) any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Work, including those items enumerated on the Owner’s website (www.facilities.ufl.edu).

12.2.6 The Professional will review and determine the sufficiency of all such documentation and items and will immediately inform Owner and the Builder of any deficiencies and omissions.

ARTICLE 13 – BUILDER’S WARRANTIES AND GUARANTEES

13.1 One-Year Warranty

In addition to the warranties and guarantees set forth elsewhere in the Contract for Construction, the Builder, upon request by the Owner or the Professional, shall promptly correct all failures or defects in the Work for a period of one year after the actual date of Substantial Completion, or the date of acceptance by the Owner, whichever is later.

13.1.1 The Builder shall schedule, coordinate, and participate in a walk-through inspection of the Work one month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professional, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection is to determine if there are defects or failures requiring correction.

13.1.2 Should the Builder fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Builder shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Builder's failure to correct the failure or defect.

13.2 Post-Completion Commissioning Activities

The Builder and its subcontractors shall participate in Commissioning activities following Substantial Completion as prescribed in the Construction Documents, the purpose of which is to confirm and optimize performance of the commissioned systems. Such participation may include the need for the Builder to perform corrective work if deficiencies in the Work are revealed.

13.3 Express Warranties and Guarantees – Builder

In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:

- (i) that the Work will comply with the Construction Documents and all applicable laws, statutes, building codes, rules, and regulations of all governmental, public, and quasi-public authorities or Authorities Having Jurisdiction;
- (ii) that all goods, products, materials, equipment, and systems incorporated into the Work will conform to applicable specifications, descriptions, instructions, drawings, data, and samples;
- (iii) that all goods, products, materials, equipment, and systems incorporated into the Work will be new (unless otherwise specified or permitted) and without apparent damage or defect; of quality equal to or higher than that required by the Construction Documents; and merchantable; and
- (iii) that all management, supervision, labor, and services required for the Work will comply with the Contract for Construction and will be performed in a workmanlike manner.

13.4 Express Warranties and Guarantees – Subcontractors and Suppliers

The Builder shall require that all of its subcontractors and suppliers provide written warranties, guarantees, and other undertakings to the Owner and the Builder in a form identical to the warranties, guarantees, and other undertakings set forth in the Contract for Construction, including the warranties, guarantees, and undertakings set forth in this Article, which warranties, guarantees, and undertakings shall run to the benefit of the Owner as well as the Builder.

13.5 Non-Exclusivity and Survival

The warranties and guarantees set forth in this Article shall be in addition to all other warranties – express, implied, or statutory – and shall survive the Owner's payment,

acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

13.6 Non-Limitation

Nothing contained in Paragraph 13.1 shall be construed to establish a period of limitation with respect to the Builder's obligations under the Contract for Construction. Paragraph 13.1 relates only to the Builder's specific obligations with respect to the Work, and has no relationship to the time within which the Builder's contractual obligations under the Contract for Construction may be enforced, nor to the time within which proceedings may be commenced to establish the Builder's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

13.7 Commencement of Obligations

Unless otherwise specified, all of the Builder's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

ARTICLE 14 – OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

14.1 Timely Compensation of Builder

The Owner shall, in a timely manner, compensate the Builder in accordance with the Contract for Construction.

14.2 Owner Review of Documents

The Owner shall review documents prepared by the Builder in a timely manner and in accordance with schedule requirements. Review by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent. No review of such documents shall relieve the Builder of any of its responsibilities. In addition, the Owner's review of documents for purposes of issuing a building permit shall not relieve the Builder of any of its responsibilities.

14.3 Status of Owner

The Owner shall not have control of, or responsibility for, construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work, nor shall the Builder, for any of the foregoing purposes, be deemed the agent of the Owner.

ARTICLE 15 – BUILDER'S COMPENSATION

15.1 Schedule of Values

15.1.1 Prior to submitting its first application for payment for the Work, the Builder shall prepare and present to the Owner and Professional for approval a schedule of values (SOV) using the Owner's form.

15.1.2 For construction management projects, this SOV shall be based on the draft schedule of values submitted with the GMP proposal, adjusted to account for the final subcontract award amounts.

15.1.3 Allowances for un-awarded trade subcontracts may be included in the SOV.

15.1.4 The Builder shall not imbalance or artificially inflate any element in the SOV.

15.1.5 Upon the Owner's acceptance, the SOV shall be used to process and pay the Builder's payment requests.

15.1.6 The Builder shall comply with the Trench Safety Act (Chapter 553, Part VI, Florida Statutes), which requires that builders delineate in their Schedules of Values the cost of compliance with applicable trench safety standards.

15.2 Unit Prices

If any portion of the Construction Price is determined by the application of unit prices, the number of units contained in the Schedule of Values is an estimate only, and compensation to the Builder shall be determined by the actual number of units incorporated in, or required by, the Work.

15.3 Invoicing Procedures

In accordance with the procedures and requirements set forth in the Owner's policies, the Builder shall invoice the Owner and the Owner shall pay the Builder the amount due subject to the following and the Contract for Construction.

15.3.1 The Builder shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the Owner or the Professional requests and shall at a minimum state:

- (i) the total original Construction Price and total current Construction Price;
- (ii) the amount due for properly provided labor, materials, and equipment properly incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the Owner), be accompanied by written proof that the Owner has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;
- (iii) a breakdown of the various phases, bid packages, or parts of the Work as related to the Construction Price in accordance with standard Construction Specifications Institute (CSI) format;
- (iv) the value of the various phases, bid packages, or parts of the Work actually performed;
- (v) previously invoiced amounts and credit payments made;
- (vi) the total amount due, less any agreed retainage; and
- (vii) a summary of change orders to date.

Applications for payment shall also include such lien waivers and other documentation verifying the Builder's payment to subcontractors and suppliers as the Owner or Professional may request.

15.3.2 Goods and materials procured through the Owner Direct Purchase process shall be invoiced separately in accordance with Owner's policies.

15.4 Payment Procedures

15.4.1 Within seven (7) days of receipt, the Professional will review the Builder's applications for payment, including such accompanying data, information, and schedules as the Professional requires, to determine the amounts due to the Builder and, based upon such review, together with its inspections of the Work, shall authorize payment by the Owner to the Builder in writing. Such authorization will constitute the Professional's certification to the Owner that:

- (i) the Work described in the Builder's invoice has progressed to the level indicated and has been performed in accordance with the Contract for Construction;
- (ii) all necessary and appropriate lien waivers have been submitted;
- (iii) the "as-built" record documents are current and up-to-date; and
- (iii) the amount requested is currently due and owing to the Builder.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.5 Owner's Right to Refuse Payment

The Professional's approval of the Builder's invoice shall not preclude the Owner from exercising any of its remedies under the Contract for Construction. In the event of a dispute, payment shall be made within the timeframe(s) prescribed herein for amounts not in dispute, subject to any exceptions claimed by the Owner. The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of all or a portion of the amount previously paid to the Builder due to:

- (i) the Builder's failure to perform the Work in compliance with the requirements of the Contract for Construction or any other agreement between the parties;
- (ii) the Builder's failure to correctly and accurately represent the Work performed in a payment request, or otherwise;
- (iii) the Builder's performance of the Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;
- (iv) the Builder's failure to use funds previously paid the Builder by the Owner to pay the Builder's Project-related obligations including, but not limited to, the Builder's subcontractors, materialmen, and suppliers;

- (v) claims made, or likely to be made, against the Owner;
- (vi) loss caused by the Builder or the Builder's subcontractors or suppliers; or
- (vii) the Builder's failure or refusal to perform any of its obligations to the Owner.

15.6 Builder's Right to Refuse Performance for Non-Payment

If – within twenty (20) calendar days of Owner's receipt of the Builder's application for payment properly prepared in accordance with Owner's policies and approved and executed by the Professional – the Owner, without cause or basis hereunder, fails to pay the Builder any amounts then due and payable to the Builder, the Builder shall have the right, in addition to all other rights and remedies contained herein, to cease performance of the Work until receipt of proper payment after first providing fourteen (14) calendar days written notice to the Owner of its intent to cease work.

15.7 Correction of Past Payments

All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent payment by the date due, the Owner shall notify the Builder in writing of such defect or impropriety. Any disputed amounts determined by the Owner to be payable to the Builder shall be due thirty (30) calendar days from the date the dispute is resolved.

15.8 Invoice Warranties and Guarantees

The Builder expressly warrants and guarantees to the Owner that:

- (i) title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the Owner either by incorporation into the Work, or upon receipt of payment by the Builder, whichever occurs first;
- (ii) all goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests, or encumbrances; and
- (iii) no goods, products, materials, equipment, or systems covered by an invoice have been acquired by the Builder or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Builder or its subcontractors or suppliers.

15.9 Builder's Signature

The signature of the Builder on any invoice constitutes the Builder's certification to the Owner that (i) the Builder's services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract for Construction; (ii) the Builder has paid its subcontractors and suppliers their proportional share of all previous payments received from the Owner; (iii) the amount requested is currently due and owing; and (iv) all subcontractors performing the Work for which payment is made hold all necessary State of Florida licenses.

15.10 Taxes and Owner Direct Purchase Program

15.10.1 The Builder shall incorporate into the Construction Price, and pay, all sales, consumer, use, and similar taxes for goods, products, materials, equipment, and

systems incorporated into the Work that were legally required at the time of execution of the Contract for Construction, whether or not yet effective or merely scheduled to go into effect.

15.10.2 For construction management projects, the Owner may elect to implement a direct purchase program, whereby eligible materials or equipment included in a subcontractor's bid are purchased by the Owner directly from the supplier in order to achieve sales tax savings.

15.10.3 Such direct purchases shall not relieve the Builder and/or its subcontractors of their responsibility to ensure the materials and equipment meet the specifications and requirements of the Contract for Construction.

15.10.4 When Builder's Risk insurance is furnished by the Builder (see Article 19), such insurance shall name the Owner as the insured or an additional insured and shall include coverage of such materials in transit or stored offsite. Builder shall in any case be responsible for safeguarding such materials on the project Site on the Owner's behalf.

15.10.5 The Owner's written policy on direct purchases shall govern. See www.facilities.ufl.edu.

15.11 Compensation of Builder's Subcontractors and Suppliers

15.11.1 Not less than forty-five (45) days after satisfactory completion of their portion of the Work, subcontractors may invoice Builder for remaining unpaid Work, including the full value of the retainage related to such Work less the value of any contested item(s), and provided each such subcontractor has provided Builder with all required close-out documentation. Builder shall include subcontractor pay requests in the Builder's application for payment. No later than ten days (10) after receipt of payment from the Owner, the Builder shall pay each of its subcontractors and suppliers out of the amount received by the Builder on account of such subcontractor's or supplier's portion of the Work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the Builder on account of such entity's portion of the Work, if any.

15.11.2 The Owner shall have no obligation to pay, and shall not be responsible for payments to, the Builder's subcontractors or suppliers. However, the Owner reserves the right, but has no duty, to make payment jointly to the Builder and to any of its subcontractors or suppliers in the event that the Owner becomes aware that the Builder fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

15.12 Retainage

Subject to other provisions herein, and pursuant to Section 255.078, Florida Statutes, Owner will withhold and release retainage from each payment to Builder in accordance with the following:

- 15.12.1 Owner will withhold as retainage from each progress payment made to the Builder an amount equal to ten percent (10%) of the payment until the Work is fifty percent (50%) complete.
- 15.12.2 After the Work is fifty percent (50%) complete, Owner shall reduce the amount of retainage withheld from each subsequent progress payment made to the Builder to five percent (5%) of the amount of the payment.
- 15.12.3 After the Work is fifty percent (50%) complete, the Builder may present to the Owner a payment request for up to one-half of the retainage held by Owner, and Owner shall make payment to the Builder unless the Owner has grounds for withholding the payment of retainage (e.g., all or a portion of the retainage is the subject of a good faith dispute or a claim brought by Owner).
- 15.12.4 After the Work is fifty percent (50%) complete, the Builder may elect to withhold retainage from payments to its subcontractors at a rate higher than five percent (5%). The specific amount to be withheld must be determined on a case-by-case basis and must be based on the Builder's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the Builder's ability to rely on other safeguards. The Builder shall notify the subcontractor, in writing, of its determination to withhold more than five percent (5%) of the progress payment and the reasons for making that determination, and the Builder may not request the release of such retained funds from the Owner.

15.13 Final Payment

Prior to being entitled to receive final payment, and as a condition precedent thereto, the Builder must achieve Final Completion. The Owner shall, subject to its rights set forth above in this Article, make final payment of all sums due the Builder within twenty (20) calendar days of Owner's receipt of the Builder's application properly prepared in accordance with Owner's policies and approved and executed by the Professional.

ARTICLE 16 – SCHEDULE REQUIREMENTS

16.1 Construction Schedule

The Construction Schedule shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the Owner, the Builder shall – within fourteen (14) calendar days of the "Notice To Proceed" – prepare a critical path method schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of offsite requirements and tasks, so that the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion. When preparing the schedule, Builder shall consider and account for Owner's operational needs on the Site and adjacent thereto, particularly with regard to utility interruptions and access restrictions.

16.1.2 The Construction Schedule shall depict all activities necessary for, or incidental to, performance of the Work, showing the logic (sequence, dependency), duration,

and “float” of each activity, with the critical path highlighted and shall include (i) the required dates of commencement, Substantial Completion, and Final Completion; (ii) any guideline and milestone dates required by the Owner; (iii) any applicable subcontractor and supplier sub-schedules; (iv) coordination with the submittal schedule which allows sufficient time for review of documents and submittals; (v) allowances for procurement, fabrication, and delivery of materials, especially “long lead” items; (vi) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; (vii) the time required for testing, inspections, and Commissioning, if applicable; (viii) time for schedule constraints, such as holidays and events on Owner’s property and adverse weather conditions which are normal and may be reasonably anticipated; and (ix) required decision dates.

16.1.3 By reviewing the Construction Schedule, the Owner and Professional do not assume any of the Builder’s responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion, or any milestone dates required by the Owner.

16.1.4 The Builder shall periodically and in all instances when the Builder anticipates that performance of the Work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction Schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule, including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the Owner, if any.

16.2 Delay in Performance

If at any time the Builder anticipates that performance of the Work will be delayed or in fact has been delayed, the Builder shall (i) immediately notify the Owner and Professional of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and (ii) take all corrective actions reasonably necessary to deliver the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the Owner, if any.

16.3 Early Completion

The Builder may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the Builder’s sole convenience and shall not create any additional Builder rights or Owner obligations under the Contract for Construction, nor shall it change the required dates of Substantial Completion or Final Completion. The Owner shall not pay the Builder any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the Owner owe the Builder any compensation should the Owner

cause the Builder not to achieve Substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

16.4 Document Review

The Builder shall provide documents to the Owner and Professional(s) for review in accordance with schedule requirements and with sufficient lead time to allow the Owner and Professional reasonable time for review.

ARTICLE 17 – TIME OF PERFORMANCE

17.1 Time of the Essence

The parties hereto mutually understand and agree that time is of the essence in the performance of the Contract for Construction and that the Owner will incur damages if the Work is not completed on time. The Builder shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete its services so that (i) the Work progresses in accordance with the Construction Schedule; (ii) the Work is Substantially Completed by the required date of Substantial Completion; and (iii) the Work is Finally Complete by the date of Final Completion.

17.2 Modifications of Time for Performance

The Builder may submit delay claims or otherwise propose modifications to the dates for Substantial Completion, Final Completion, or other milestones required by the Owner, if any. However, such claims shall be submitted in writing and supported by evidence that the delay was excusable, critical, and, if applicable, compensable. The Builder shall determine and promptly notify the Owner and the Professional in writing when it believes such adjustments are necessary, but no such adjustments shall be effective unless approved in writing by the Owner and Professional.

17.2.1 Extensions of time will be granted only to the extent that equitable time adjustments for the impacted activity or activities exceed the total float along the network paths involved. Such claims shall include an estimate of cost, if any, and substantiate the projected impact on the overall critical path schedule of the Project. In the case of a continuing delay, only one claim is necessary.

17.2.2 Modification(s) of the required dates of Substantial Completion or Final Completion shall be accomplished only by duly authorized and accepted change order stating the new date(s) with specificity and reciting that all references in the Contract for Construction to the required dates of Substantial Completion or Final Completion shall thereafter refer to the date(s) as modified, and all rights and obligations, including the Builder's liability for actual damages, delay damages and liquidated damages, shall be determined in relation to the date(s) as modified.

17.2.3 If adverse weather conditions are the basis for a delay claim, the claim shall be documented by data substantiating that: the weather conditions were abnormal for the given location and period of time; the weather conditions could not have been reasonably anticipated; and that the weather conditions had an adverse effect on the overall critical path of the schedule. Delays caused by adverse weather conditions are not compensable.

17.3 Compensable Delay

If the Builder is delayed at any time in the progress or performance of the Work by (i) acts or omissions of the Owner or Professional; (ii) major changes ordered by the Owner in the scope of Work; or (iii) any other cause which the Owner determines may justify the compensation of the Builder for the delay, the Builder's compensation shall be equitably adjusted to cover the Builder's actual and direct increased costs attributable to such delay.

17.4 Excusable Delay

If the Builder is delayed at any time in the progress or performance of the Work by (i) acts or omissions of the Owner or Professional; (ii) major changes ordered by the Owner in the scope of Work; (iii) fire; (iv) unusual delays in transportation; (v) adverse abnormal weather conditions that Builder could not have reasonably anticipated; (vi) unavoidable casualties; (vii) causes beyond the Builder's control which the Owner agrees in writing are justifiable; or (viii) any other cause that the Owner determines may justify the delay, Owner may extend the time for performance to allow for a demonstrated increase in overall construction duration, which may or may not be equal to the length of such delay, but only if (a) such delay is not concurrent with other, inexcusable delay(s); (b) such delay impacts the critical path; (c) such delay is not in any way caused by default or collusion on the part of the Builder or by any cause which the Builder could reasonably control or circumvent; (d) the Builder would have otherwise been able to timely perform all of its obligations under the Contract for Construction but for such delay; and (e) immediately but not later than fourteen (14) calendar days after the beginning of any such delay the Builder gives notice of its delay claim to the Owner. Such delay claims shall be submitted as a change order proposal. All such claims will be reviewed by the Professional within seven (7) days of submission. Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the Builder or its subcontractors and suppliers is not the responsibility of the Owner and will result in time extensions only if agreed to in writing by the Owner at the time such events arise.

17.5 Critical Delay

Additional work, unforeseen conditions, and other factors may result in one or more schedule activities being delayed. If, however, the critical path is not impacted and the overall construction duration and completion date(s) remain the same, the delay is not critical.

ARTICLE 18 – PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

18.1 Nature and Use of Information

All information, documents, and electronic media furnished by the Owner to the Builder (i) belong to the Owner; (ii) are proprietary and confidential; (iii) are furnished solely for use on the Owner's Project; (iv), shall be kept confidential by the Builder; and (v) shall not be used by the Builder on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the Owner hereunder is specifically authorized in writing by the Owner in advance or is required by law. The Owner hereby grants to the Builder a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the Work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

18.2 Ownership of Information

All information, documents, and electronic media prepared by or on behalf of the Builder for the Project are the sole property of the Owner, free of any retention rights of the Builder. The Builder hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, any information, documents or electronic media prepared by or on behalf of the Builder for the Project, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.

18.3 Disclosure of Information

The Builder shall not disclose any information it receives from the Owner to any other person or entity except to the extent necessary to allow it to perform its duties under the Contract for Construction or as required by law.

18.4 Instructions to Employees

Because it is difficult to separate proprietary and confidential information from that which is not, the Builder shall instruct its employees and agents to regard all information not in the public domain as information that is proprietary and confidential.

18.5 Non-Publication

Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the Owner's common law copyrights or other reserved rights.

ARTICLE 19 – INSURANCE REQUIREMENTS

19.1 Basic Insurance Requirements

The Builder shall obtain and maintain the policies of insurance set forth in this Article with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A, XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents. The insurance policies shall require that the insurer shall provide at least thirty (30) days written notice to Owner if a policy is to be canceled or the coverage thereunder reduced before the expiration date thereof and Builder shall provide Owner with a copy of an endorsement to the policy evidencing the same. The insurance required hereunder shall be carried by Builder at least until the Project has achieved Final Completion and has been accepted by Owner. At the Owner's sole discretion, the Owner may require the Builder and/or its subcontractors to carry additional types and amounts of insurance it deems appropriate given the nature and size of a particular Project. In such case, Owner shall notify Builder within a reasonable period of time prior to the commencement of the Work of such additional requirements.

19.1.1 Liability Insurance

19.1.1.1 Commercial General Liability Insurance.

The Builder shall obtain and maintain a commercial general liability insurance policy with limits of not less than the following:

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for bodily injury, property damage, personal and advertising injury liability
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for products and completed operations liability
- \$50,000 fire legal liability

Builder's commercial general liability policy must include coverage for contractual liability, independent contractors, and contain no exclusions for explosion, collapse, or underground damage. The University of Florida Board of Trustees and its officials, employees, and volunteers shall be covered as an additional insured with a form *CG-20-26-04-13 Additional Insured – Designated Person or Organization* or equivalent endorsement. The Builder's insurance coverage shall be primary insurance with respect to the Owner, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, employees, or volunteers shall be in excess of Builder's insurance and shall be non-contributory. Builder's insurance policy shall protect Builder from claims which may arise whether such claims may arise out of the operations of the Builder or by anyone directly or indirectly employed by the Builder. If Builder is performing asbestos-related work, the policy shall also contain a pollution liability endorsement with limits of not less than \$1,000,000 per occurrence.

19.1.1.2 Automobile Liability Insurance.

Builder shall obtain and maintain automobile liability coverage, including coverage for all Owned vehicles, hired, and non-owned vehicles, for bodily injury and property damage with not less than a \$500,000 combined single limit for each accident. The University of Florida Board of Trustees shall be covered as an additional insured with a form *CA-20-48* or similar endorsement on such policy.

19.1.1.3 Deductibles.

Deductibles under these liability policies shall not exceed \$25,000. Owner shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Builder and/or subcontractor providing such insurance.

19.1.2 Worker's Compensation

Builder shall obtain and maintain worker's compensation coverage applicable to all Builder's employees at statutory limits in compliance with applicable state and federal laws. If any operations are to be undertaken on or about navigable waters, coverage must be included in accordance with the US Longshoremen & Harbor Workers Act.

Such coverage shall include employer's liability limits of not less than \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

The Builder and its insurance carrier waive all subrogation rights against the Owner for all losses, damages, and/or events that occur while the Contract for Construction is in effect, regardless of whether suit is actually brought during such period or at a later date. The Owner requires all worker's compensation policies to be endorsed with form *WC00-03-13 Waiver of Right to Recover from Others* or equivalent.

19.1.3 Builder's Risk Insurance

The Builder shall obtain and maintain builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on an all-risk

coverage form including flood and windstorm coverage, and shall include coverage for reasonable compensation for the Professional's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Builder, subcontractors, and sub-subcontractors in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project Site, other than any of Builder's office trailer(s). In addition, such insurance shall cover portions of the Work stored offsite (if Owner approves such storage) and materials and equipment in transit. The University of Florida Board of Trustees shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interests endorsement, and shall also include a waiver of occupancy clause allowing the Owner to occupy the subject facility during construction, if necessary.

The deductible under the policy shall not exceed \$25,000. Owner shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Builder.

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

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

Alternatively, the Owner may elect to obtain and directly pay for Builder's Risk insurance through Owner's statewide program.

19.2 Certificates of Insurance

19.2.1 Certificates of insurance and/or evidence of insurance for all insurance policies required under this Article, together with certified copies of the insurance policies (including required endorsements), shall be filed with and approved by the Owner prior to commencement of the Work.

19.2.2 Such certificates of insurance shall be dated and show the name of the insurer, the number of the policy, its effective date, and its termination date.

19.2.3 Certificates of insurance evidencing the renewal of all insurance required to be carried under this Article shall be provided to Owner at least thirty (30) days prior to the date each applicable insurance policy is scheduled to expire.

19.2.4 Certificates must provide for thirty (30) days' prior written notice to Owner of any policy cancellation or material change in coverage.

19.2.5 Owner's review, inspection, or approval of Builder's insurance shall not relieve Builder of its responsibility for providing the insurance required hereby nor constitute a waiver of any such requirements.

19.2.6 Owner will not issue a “Notice To Proceed” for the Work until Builder has complied with this Article and Builder shall not be entitled to an extension of time or to compensation which may result from delays in the issuance of a “Notice to Proceed” caused by its failure to provide the foregoing certificates and policies in a timely manner.

19.3 Effect of Insurance

Compliance with insurance requirements shall not relieve the Builder of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of the Contract for Construction, and the Owner shall be entitled to pursue any remedy in law or equity if the Builder fails to comply with the contractual provisions of the Contract for Construction. Indemnity obligations specified elsewhere in the Contract for Construction shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

19.4 Waiver of Subrogation

The Builder's insurers shall agree to waive all rights of subrogation against the Owner and the Owner's Related Parties. The Builder hereby releases and discharges the Owner and the Owner's Related Parties of and from all liability to the Builder, and to anyone claiming by, through, or under the Builder, by subrogation or otherwise, on account of any damage or loss, whether to persons or property, however caused.

ARTICLE 20 – GENERAL BOND REQUIREMENTS

20.1 General Bond Requirements

Recognizing the Project is a public project with a Construction Price which exceeds \$200,000, and as such is required to be bonded pursuant to 255.05, Florida Statutes, the Builder shall furnish payment and performance bonds on Owner's standard form covering the full and faithful performance of the Contract for Construction and the payment of obligations arising hereunder. Such bonds shall, in all respects, comply with Section 255.05, Florida Statutes.

20.2 Delivery of Bonds

The Builder shall deliver required bonds and powers of attorney to the Owner prior to commencement of the Work.

20.3 Requests for Copies of Bonds

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract for Construction, the Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 21 – OWNER'S RIGHT TO STOP WORK

21.1 Cease and Desist Order

If the Builder fails or refuses to perform or fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract for Construction,

the Owner may, by written notice, order the Builder to cease and desist in performing the Work or any portion of the Work until the cause for the order has been eliminated to the satisfaction of the Owner. Upon receipt of such instruction, the Builder shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's order has been corrected, no longer exists, or the Owner instructs that the Work may resume.

21.1.1 The Builder shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the Builder.

21.1.2 The right of the Owner to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Builder or others.

21.1.3 In the event the Owner issues instructions to cease and desist, and in the further event that the Builder fails and refuses with seven calendar days to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another builder, and the Builder shall be responsible for the cost of performing such Work by the Owner.

21.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Builder.

ARTICLE 22 – TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION

22.1 Termination for Cause by Owner

22.1.1 The Owner may terminate the Contract for Construction for cause if the Builder materially breaches the Contract for Construction by:

- (i) refusing, failing, or being unable to properly manage or perform on any Project;
- (ii) refusing, failing, or being unable to supply the Project with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (iii) refusing, failing, or being unable to make prompt payment to subcontractors or suppliers;
- (iv) disregarding laws, ordinances, rules, regulations, or orders of any public authority or quasi-public authorities or Authorities Having Jurisdiction;
- (v) refusing, failing, or being unable to substantially perform in accordance with the terms of the Contract for Construction as determined by the Owner, or as otherwise defined elsewhere herein; or

- (vi) refusing, failing, or being unable to substantially perform in accordance with the terms of any other agreement between the Owner and Builder.

22.1.2 Upon the occurrence of any of the events described in Paragraph 22.1.1, the Owner may give written notice to the Builder setting forth the nature of the default and requesting cure within seven calendar days from the date of notice. At any time after issuance of such notice, if the Builder fails to initiate the cure or if the Builder fails to expeditiously continue such cure until complete, the Owner may give written notice to the Builder of immediate termination, and the Owner, without prejudice to any other rights or remedies, may take any or all of the following actions:

- (i) complete all or any part of the Work, including supplying workers, material and equipment which the Owner deems expedient to complete the Work;
- (ii) contract with others to complete all or any part of the Work, including supplying workers, material, and equipment which the Owner deems expedient to complete the Work;
- (iii) take such other action as is necessary to correct such failure;
- (vi) take possession of all materials, tools, construction equipment, and machinery on the Site owned or leased by the Builder;
- (v) directly pay the Builder's subcontractors and suppliers compensation due to them from the Builder;
- (vi) finish the Work by whatever method the Owner may deem expedient; and
- (vii) require the Builder to assign the Builder's right, title and interest in any or all of Builder's subcontracts or orders to the Owner.

22.1.3 If the Owner terminates the Contract for Construction for cause, and the Owner takes possession of all materials, tools, construction equipment, and machinery on the Site owned or leased by the Builder, the Builder's compensation shall be increased by fair payment, either by purchase or rental at the election of the Owner, for any materials, tools, construction equipment, and machinery items retained, subject to the Owner's right to recover from the Builder the Owner's damages resulting from the termination.

22.1.4 If the Owner terminates the Contract for Construction for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience as set forth in Paragraph 22.3.

22.2 Termination for Cause by Builder

22.2.1 The Builder may terminate the Contract for Construction for cause if the Owner materially breaches the Contract for Construction by:

- (i) refusing, failing, or being unable to make prompt payment to the Builder without just cause;
- (iv) disregarding laws, ordinances, rules, regulations or orders of any public authority of quasi-public authority or Authorities Having Jurisdiction; or
- (v) refusing, failing, or being unable to substantially perform in accordance with the terms of the Contract for Construction.

22.2.2 Upon the occurrence of any of the events described in Paragraph 22.2.1, the Builder may give written notice to the Owner setting forth the nature of the default and requesting cure within seven calendar days from the date of notice. If the Owner fails to cure the default within seven calendar days, the Builder, without prejudice to any rights or remedies, may give written notice to the Owner of immediate termination.

22.3 Termination or Suspension for Convenience

The Owner may at any time give written notice to the Builder terminating the Contract for Construction or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner suspends the Project for convenience, the Builder shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension.

22.4 Builder's Compensation When Builder Terminates for Cause or Owner Terminates for Convenience

If the Contract for Construction is (i) terminated by the Builder pursuant to Paragraph 22.2; (ii) terminated by the Owner pursuant to Paragraph 22.3; or (iii) suspended more than three months by the Owner pursuant to Paragraph 22.3, the Owner shall pay the Builder specified amounts due for Work actually performed prior to the effective termination date and reasonable costs associated with termination. The Owner may agree to additional compensation, if any, due to the Builder. Absent agreement on the additional amount due the Builder, the Owner shall pay the Builder:

- (i) reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Builder's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Builder would not have profited or would have sustained a loss if the Work had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any; and
- (ii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include amounts paid in accordance with other provisions hereof.

22.5 Builder's Compensation When Owner Terminates for Cause

If the Contract for Construction is terminated by the Owner for cause pursuant to Paragraph 22.1, no further payment shall be made to the Builder until Final Completion of the Project. At such time, the Builder shall be paid the remainder of the Construction Price less all costs and damages incurred by the Owner as a result of the default of the Builder,

including liquidated damages applicable thereto. The Builder shall additionally reimburse the Owner for any additional costs or expenses incurred.

22.6 Limitation on Termination Compensation

Irrespective of the reason for termination or the party terminating, the total sum paid to the Builder shall not exceed the Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of the Contract for Construction, and shall in no event include duplication of payment.

22.7 Builder's Responsibility upon Termination

Irrespective of the reason for termination or the party terminating, if the Contract for Construction is terminated, the Builder shall, unless notified otherwise by the Owner,

- (i) immediately stop work;
- (ii) terminate outstanding orders and subcontracts;
- (iii) settle the liabilities and claims arising out of the termination of subcontracts and orders; and
- (iv) transfer title and deliver to the Owner such completed or partially completed Work, and, if paid for by the Owner, materials, equipment, parts, fixtures, information and such contract rights as the Builder has.

22.8 Lack of Duty to Terminate

The right to terminate or suspend the Work shall not give rise to a duty on the part of either the Owner or the Builder to exercise that right for the benefit of the Owner, the Builder or any other persons or entities.

22.9 Limitation on Termination Claim

If the Builder fails to file a claim within one year from the effective date of termination, the Owner shall pay the Builder only for services actually performed and expenses actually incurred prior to the effective termination date.

ARTICLE 23 – DISPUTE RESOLUTION

23.1 Mutual Discussion

In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of the Contract for Construction or the breach thereof, the parties shall first attempt resolution through mutual discussion.

23.2 Facilitative Mediation

If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of the Contract for Construction or the breach thereof through mutual discussion, the parties may in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.

- 23.2.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.
- 23.2.2 The parties shall not be required to mediate for a period greater than ninety-one calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses otherwise incurred.
- 23.2.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.
- 23.2.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.
- 23.2.5 The Owner, the Professional, the Builder, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation or administrative action, provided that they have signed the Contract for Construction or an agreement that incorporates the Contract for Construction by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.
- 23.2.6 The mediation shall be conducted in Alachua County, Florida, unless agreed otherwise by the parties.

23.3 Conflicting Dispute Resolution Provisions

Neither party to the Contract for Construction shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

23.4 Arbitration Preclusion

In case of a dispute relating to the Project, or arising out of the Contract for Construction, no party to the Contract for Construction shall be required to participate in or be bound by, any arbitration proceedings.

23.5 Performance during Dispute Resolution

The Owner and the Builder agree that pending the resolution of any dispute, controversy, or question, the Owner and the Builder shall each continue to perform their respective obligations without interruption or delay, and the Builder shall not stop or delay the performance of the Work.

23.6 Litigation/Administrative Action

Disputes, claims, questions or disagreements involving monetary claims of \$200,000.00 or less may be conducted, at the Owner's option, pursuant to the Administrative Procedures Act, Chapter 120 Florida Statutes. All other claims, disputes and other matters shall be determined under the judiciary system of the State of Florida.

ARTICLE 24 – DAMAGES AND REMEDIES

24.1 Builder's Repair

The Builder shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in the Contract for Construction, or any other applicable warranty or guarantee.

24.2 Reimbursement

The Builder shall promptly reimburse the Owner for any expenses or damages incurred by the Owner as a result of (i) the Builder's failure to substantially perform in accordance with the terms of the Contract for Construction; (ii) deficiencies or conflicts in the Construction Documents attributable to the Builder or of which the Builder was or should have been aware; (iii) breach of the warranties and guarantees set forth in the Contract for Construction or any other applicable warranty or guarantee; or (iv) other acts or omissions of the Builder. Reimbursements to the Owner made in accordance with this Article are separate and distinct from the assessment of liquidated damages, if any, as defined elsewhere in the Contract for Construction.

24.3 General Indemnity

Pursuant to Section 725.06(2), Florida Statutes, the Builder shall indemnify and hold Owner (including its officers and employees) and Owner's Related Parties harmless from and against all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Builder and persons employed or utilized by the Builder in the performance of the Work or under the Contract for Construction.

24.4 Intellectual Property Indemnity

To the fullest extent permitted by law, the Builder shall defend, protect, hold harmless, and indemnify the Owner and Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner or Professional(s) in writing. However, if the Builder has reason to believe the use of a required design, process, or product is an infringement of a patent, copyright, or other intellectual property right, the Builder shall defend, protect, hold harmless, and indemnify the Owner and Owner's Related Parties as stated above, unless the Builder promptly notifies the Owner of that belief.

24.5 Non-Exclusivity of Owner's Remedies

The Owner's selection of one or more remedies for breach of the Contract for Construction contained herein shall not limit the Owner's right to invoke any other remedy available to the Owner under the Contract for Construction or by law.

24.6 Waiver of Damages

The Builder shall not be entitled to, and hereby waives, any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect or consequential damages.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Integration

The Contract for Construction represents the entire and integrated agreement between the Owner and the Builder, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Contract for Construction may be amended only by written instruments signed by both the Owner and the Builder.

25.2 Severability

If any provision of the Contract for Construction, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

25.3 Waiver

No provision of the Contract for Construction may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of the Contract for Construction.

25.4 Strict Compliance

No failure of the Owner to insist upon strict compliance by the Builder with any provision of the Contract for Construction shall operate to release, discharge, modify, change or affect any of the Builder's obligations.

25.5 Third-Party Beneficiaries

The Contract for Construction shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as otherwise specifically provided in the Contract for Construction, nothing contained in the Contract for Construction is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the Owner or the Builder.

25.6 Assignment of Anti-Trust Claims

In consideration for the Contract for Construction, the Builder hereby conveys, sells, assigns and transfers to the Owner all of its right, title and interest in and to any and all causes of action it may now have or may hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the goods or services purchased or acquired by the Owner under the Contract for Construction.

25.7 Drug Free and Tobacco-Free Workplace

Pursuant to 440.102(15), Florida Statutes, Builder shall implement, and cause its applicable subcontractors to implement, a drug-free workplace program. Additionally, the Builder shall enforce the Owner's tobacco-free policy.

25.8 Survival

All provisions of the Contract for Construction which contain continuing obligations shall survive its expiration or termination.

25.9 Independent Contractor

Builder is an independent contractor to Owner.

25.10 Public Records

Any books, documents, records, correspondence, or other information kept or obtained by the Owner or furnished by Builder to Owner in connection with the services contemplated herein are property of Owner.

25.10.1 Builder acknowledges and agrees that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes

25.10.2 Builder agrees to promptly comply with any order of a Court having competent jurisdiction that determines that records maintained by Builder are "public records," which must be available to the public.

25.10.3 Builder acknowledges and agrees that any and all such books, documents, records, correspondence, or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes.

25.10.4 The Contract for Construction may be unilaterally canceled by the Owner for refusal by the Builder to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Builder in conjunction herewith.

25.11 Governing Law and Venue

The Contract for Construction shall be governed by, and construed under, the laws of the State of Florida, without regard to its choice of law provisions, and venue shall lie in the courts of Alachua County, Florida.

25.12 Sovereign Immunity

Builder acknowledges and agrees that nothing contained in the Contract for Construction shall be construed or interpreted as (i) denying to Owner any remedy or defense available to it under the laws of the State of Florida; (ii) consent of the Owner or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of sovereign immunity of the Owner or of the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.

01014 Builder's Use of the Premises

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.
- B. Refer to section 01016 for information regarding utility outages and dig permits.
- C. Refer to section 01310 for requirements regarding the coordination of work with the University of Florida Schedule.
- D. Refer to section 01500 for requirements related to Temporary Facilities & Controls.

1.2 DESCRIPTION OF WORK INCLUDED

This Section applies to situations in which the Builder or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the University's property certify their awareness of and familiarity with the requirements of this Section.
- C. Builder shall strictly enforce the University's **Tobacco Free** policy.

1.4 TRANSPORTATION FACILITIES

- A. See section 01500 for information on the maintenance of safe and accessible paths of travel in and around the job site.
- B. Builder's Vehicles:
 - 1. Builder's vehicles, vehicles belonging to employees or subcontractors of the Builder, and all other vehicles entering the Owner's property in performance of the Work shall only use agreed-upon access route(s).
 - 2. All vehicles parked on campus (including construction sites) must have a valid parking permit issued through Transportation and Parking Services in accordance with University of Florida Police Department (UFPD) requirements. Permits –

for remote/offsite worker parking, onsite staff parking, and remote/offsite storage containers – shall be requested through the University Project Manager.

- (a) Remote/offsite worker parking is provided at a paved lot near the Hilton on SW 34th Street. See map on the “Forms & Standards” page of the Planning Design & Construction website (www.facilities.ufl.edu).
 - (b) Trailer/storage containers parked in an assigned/approved remote/offsite by permit shall be clearly marked with the following information: Project Number, Project Name, Company Name, and Phone Number.
 - (c) Remote parking and trailer/storage container area must be kept clean and free of debris at all times. All trailers/storage containers must be removed prior to completion of the projects.
 - (d) See part 1.10 of this Specification regarding home football game weekends.
 - (e) Vehicles not following this policy may be ticketed or towed.
3. Within the University approved fenced-in construction site area, the Builder shall manage all site use, including parking by construction staff and employees (if approved). Do not permit vehicles to park on any street or other area of the Owner's property except in areas designated by the University.
 - (a) Within the approved fenced area, the number of vehicles will be limited and be a function of the size of the project. The number of vehicles allowed will be discussed as part of the site utilization plan with the UF Project Manager and in consultation with the University Transportation & Parking Services and Facilities Services Grounds Department.
4. Absolutely no parking is permitted outside the designated construction site area and all University regulations regarding parking and accommodations for pedestrian use shall be strictly enforced.
5. Exceptions for temporary parking for construction delivery and construction access on curb side, walkways, vehicular parking, roadways and service drives that restricts or impedes normal traffic flow or use must be obtained from UF Transportation & Parking Services through the University Project Manager. This exception is granted only for construction vehicles, not for private passenger vehicles. Any temporary use of pedestrian pathways that exceeds 24 hours duration will require provision for equal alternate pathways around the impediments and UFPD review. In addition, any temporary use of the site (exceeding 24 hours duration) that impedes building occupant egress must be reviewed by UF Environmental Health & Safety (EH&S) prior to implementation.
6. The University Project Managers shall not seek waivers of any sort for ticketed and towed vehicles in violation of the University parking regulations. Knowledge of the University Parking Regulations is the personal responsibility every individual who commutes to and works on campus.

7. Provide adequate protection for curbs, sidewalks, pavers and landscape over which trucks and equipment must pass to reach the job site.

1.5 INSPECTIONS and TESTS

- A. Facilities Services inspections shall be requested by 7 am the day of inspection through Facilities Services Operations Engineering. The inspection request form and supporting checklists can be found on the “Forms & Standards” page of the Planning Design & Construction website (www.facilities.ufl.edu). Inspection checklists shall be tailored by the Owner and Builder to the specific requirements of the project.
- B. Environmental Health & Safety (EH&S) inspections shall be requested 24 hours in advance. Also see section 01060.
- C. Office of Information Technology (OIT): Contact Telecommunications and Infrastructure (TNI) 24-48 hours in advance to request inspections for all telecom, cabling, and network infrastructure work. The inspection checklist – with notification timeframes and contact information – can be found on the “Forms & Standards” page of the Planning Design & Construction website (www.facilities.ufl.edu).
- D. HealthNet: For Health Science Center projects only, contact HealthNet 24-48 hours in advance to request inspections for all telecom, cabling, and network infrastructure work. The inspection checklist – with notification timeframes and contact information – can be found on the “Forms & Standards” page of the Planning Design & Construction website (www.facilities.ufl.edu).
- E. Office of Academic Technology (OAT): Where applicable, contact OAT 48 hours or more in advance to request inspections for all work related to classroom audio/visual systems. The inspection checklist – with notification timeframes and contact information – can be found on the “Forms & Standards” page of the
- F. University of Florida Police Department (UFPD): UFPD must verify construction fencing, exterior lighting, landscaping, and other items during construction and closeout.
- G. State Elevator Inspector inspections – see technical specification (insert 14xxx section number). The State inspector will report to the construction manager.
- H. Architect / Engineer inspections – (to be completed by A/E)
- I. Tests
 1. The Builder shall notify Facilities Services and EH&S of all scheduled tests at least 24 hours in advance.
 2. Properly completed test reports shall be provided at the conclusion of each test. It is the responsibility of the Builder to maintain such reports through

Final Completion, at which point they shall be submitted with other closeout materials, such as Operation & Maintenance manuals.

1.6 SECURITY

- A. Construction sites located on the University of Florida campus fall under the jurisdiction of the UFPD. Any incident requiring police service should be immediately reported to the UFPD at (352) 392-1111.
- B. Builders and employees are to obey all laws and rules of the State of Florida and the University of Florida when on University property.
- C. Students, faculty, and staff shall not be harassed, disturbed, or in any way disrupted in their lawful pursuits. Sexual harassment shall be reported to the University's Title IX Coordinator and Deputy Title IX Coordinator for Students as per the following policy: <https://titleix.ufl.edu/>
- D. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the access route and to the actual site of the Work. Employees are not permitted to enter University buildings unless such entry is directly related to their job duties.
- E. Restrict activities of employees to authorized areas. Employees shall not be allowed to mingle in student or public areas.
- F. Builders and employees shall secure all property to reduce theft or damage to equipment or property. Builders shall work with the UFPD as necessary and participate in crime prevention efforts.
- G. The Builder shall at all times guard against damage or loss to the property of the University or other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damaged property through negligence of the successful bidder or his agents

- H. The Builder shall provide identification badges for all personnel working on the site and shall require continuous use (wearing) of same at all times. Badge shall display photograph, name of employee, and company for which employee works.
- I. The Builder shall keep a daily log of all employees, visitors, and other personnel that enter the Project site. Said log shall be accessible to UFPD upon request.
- J. Items that could be used as projectiles, rocks, bricks, other masonry, should be stored in a secure location.

1.7 PERSONNEL SCREENING

The following requirements are to be met by Builders and their subcontractors and vendors while engaged in construction projects at the University of Florida:

- A. A criminal history check shall be performed on all jobsite personnel, including subcontractors and temporary day laborers, at least once every two years. Prior to personnel entering the Project site, an initial criminal history background check shall be submitted to and performed by a private company trained to perform employment screening. The results of each criminal history check shall be reported to the Builder, which shall screen the results for the following disqualifying offenses to determine a person's eligibility to work on the University of Florida campus.
 - 1. Drug distribution activity or felony drug possession
 - 2. Sexual offenses, including, but not limited to, indecent exposure and voyeurism
 - 3. Crimes of violence involving physical injury to another person
 - 4. Murder
 - 5. Kidnapping
 - 6. Felony theft
- B. The following searches shall be performed to document types of convictions listed above that will render an individual ineligible to perform work on campus unless a waiver is granted:
 - 1. SSN Trace plus address history
 - 2. Sexual Offender database check
 - 3. National Criminal Database search
 - 4. 7-year County Court Check in the employee's County of residence
- C. Entities seeking to use an employee with one or more revealed convictions must apply for a written waiver from the UFPD Chief at (352) 392-1111 or updinfo@admin.ufl.edu.
- D. The UFPD Chief will consider the following factors when determining whether or not a waiver will be granted:

1. The nature and gravity of any criminal offense(s);
2. The individual's age at the time of the offense(s);

3. The number and type of offense (felony, misdemeanor, traffic violations, etc.);
 4. The sentence or sanction for the offense and compliance with the sanction(s);
 5. The amount of time that has passed since the offense and/or completion of the sentence(s);
 6. Whether there is a pattern of offenses;
 7. Whether the offense arose in connection with the individual's prior employment or volunteer activities;
 8. Information supplied by the individual about the offense(s);
 9. Work record and references after the offense(s);
 10. Subsequent criminal activity; and
 11. Truthfulness of the individual in disclosing the offense(s).
- E. Builders shall certify that all personnel have been subject to a criminal background check and shall continuously track, monitor, and re-certify throughout construction as new trades and personnel begin work.
- F. The cost of the criminal background check shall be borne by the Builder, but is compensable as a General Conditions expense for CMs and D/Bs.
- G. The Builder shall maintain copies of background checks at their home office, with background checks electronically accessible at the Project site. The names and pertinent information of all screened and approved employees shall be posted to the PD&C Sharepoint site at: <https://uflorida.sharepoint.com/sites/pdc/prj/Lists/Background%20Checks/AllItems.aspx>

1.8 WORK HOURS

- A. Regular work hours shall be between 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays.
- B. Work outside these hours must be requested in writing and approved by the Owner.
- C. other project-specific direction on work hours

1.9 UNMANNED AIRCRAFT

- A. The use of unmanned aircraft systems (e.g., drones or model aircraft) over University property is prohibited without the written approval of UF EH&S.
- B. For a complete explanation of the policy, procedures, and requirements, see <http://www.ehs.ufl.edu/?s=unmanned+aircraft+systems&sa.x=0&sa.y=0>

1.10 HOME FOOTBALL GAME WEEKENDS

- A. Approximately 100,000 people converge upon the campus on each of 6-7 Fall weekends for Gator football games. To safeguard both the public and the Work,

jobsites on campus shall be secured, left clean, and free of safety hazards by 4:00 PM Friday on such weekends, with no work taking place on or around the site until Monday morning.

- B. Likewise, remove all vehicles parked at the paved remote lot near the 34th Street Hilton by 4:00 PM Friday on such weekends and do not permit parking there again until Monday morning.
- C. See www.gatorzone.com for the football game schedule and incorporate these dates into the construction schedule.
- D. The Builder may request special exceptions to this policy with written justification at least one week in advance, but the Owner is under no obligation to approve such requests.

1.11 PRE-CONSTRUCTION MEETING

- A. Prior to commencing Work at the site, the Builder shall attend a pre-construction conference with the University Project Manager, the Design Professional(s), other UF officials, and external agency representatives, if applicable (such the District Engineer on a Federally-funded project).
- B. Builder attendees shall include all field staff (project manager, superintendent(s), project engineer(s), and clerical assistants), plus major trade subcontractors as directed by the University Project Manager.
- C. The parties will discuss the administrative, logistic, fiscal, and procedural requirements for the Work, and for work in general at the University of Florida.
- D. The template agenda for the meeting shall be provided by the University Project Manager, who shall also arrange for attendance by other UF officials and outside agencies, if any. The Builder shall record and distribute minutes.

END OF SECTION

01016 Utility Outages and Dig Permits

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.
- B. Refer to Section 01310, Construction Schedule for related requirements regarding the coordination of utility outages with the University of Florida Schedule.

1.2 UTILITIES OUTAGES

- A. Planned utility outages are occasionally required for repairs, maintenance or construction. In order to avoid unexpected inconveniences, property damage, safety hazards, or loss of information or research, the Facilities Services Division has instituted a utility outage notification system.
- B. When the Work requires an outage, the Builder shall submit – at least ten (10) business days for major project outages and five (5) business days for minor project outages. – a written request to Facilities Services via the University Project Manager on an Owner-furnished form. Outages shall not proceed until authorized by Facilities Services.
- C. Utility outages will be performed by Facilities Services Systems personnel. The project will pay the applicable costs. However, the costs associated with an outage that becomes necessary to correct deficient work performed during a previous outage will be back-charged to the Builder. Contact Facilities Services Operations Engineering as necessary to determine these costs.
- D. Unplanned utility outages occur on occasion as the unwelcome result of repair, maintenance, or construction activities. Report all unplanned utility outages immediately to the Facilities Services Work Management Center (Telephone: 392-1121) and to the University Project Manager.
- E. For any projects within the Health Science Center, IFAS, Housing Divisions, the construction manager shall coordinate well in advance of 10 days prior to any outage request with the project manager and the appropriate divisions and coordinate those planned outages.

For off-campus projects involving GRU, replace A-E above with the following:

- A. Planned utility outages are occasionally required for repairs, maintenance or construction. In order to avoid unexpected inconveniences, property damage, safety hazards, or loss of information or research, the Builder shall plan, coordinate, and

request/communicate utility outages with both the Owner and Gainesville Regional Utilities (GRU).

- B. Demolition of utilities or utility outages during construction must be coordinated with GRU, contact GRU New Services, Jeanice Morris, at (352) 393-1414. Utility outages shall not affect other GRU customers.

1.3 DIG PERMITS

- A. All trenching, excavation, digging operations, or other penetration of the ground within the confines of the University campus or in any area for which the University has responsibility, requires the Builder to obtain a Dig Permit, Facilities Services Form 611, which can be retrieved from the Facilities Services website at www.facilitieservices.ufl.edu .
- B. The person, Builder, agency, or organization that will be performing the trenching, excavation, digging, or other ground-penetrating activity is responsible for requesting and obtaining permission to perform that activity.
- C. All Dig Permits shall be applied for 72 hours prior to the start of any work that penetrates the ground. Contact the Dig Permit Office at (352) 392-5781 located at Utilities and Energy Services 902 Magnolia Drive, Building 702, Rm 130G in the Utilities Department, Gainesville, Florida 32611- 7700. The CM Representative will need to meet with a Line Locate Technician to discuss the exact request and to present a sketch or picture what is being requested to determine if a permit will be required or what other steps may be needed.

If a permit is required, the construction manager will need to call the Sunshine State One-Call (811) with the dig information. Sunshine State One-Call (811) will coordinate with the Dig Permit Office to locate utilities not under control of the Dig Permit Office and they will notify the Dig Permit Office of their utilities information.

The Dig Permit Office will have 2-3 business days to respond to this request. Once notification has been received from Sunshine State One-Call (811), the Dig Permit Office will send an email notification with application and requirement information to the construction manager. The construction manager shall read the Dig Permit Procedures for complete definitions and procedures.

To complete the Dig Permit application, the construction manager shall have the sunshine state ticket number that was provided when called available for this application in order to complete the Dig Permit application form. This form is available electronically and the form will need to be signed and submitted electronically with a valid digital signature. Facilities Services is no longer accepting handwritten applications. Please note that the application is not a valid permit until it is signed by the Dig Permit Office. The Line Locate

Technician will mark the location and will complete the application form and email it to the contact information provided. Construction manager will need to call the Dig Permit office to meet at the jobsite prior to the work beginning. The Dig Permit must be visible at all times at the work site.

- D. Sunshine State One-Call (800-432-4770) shall be utilized for utilities owned by others, including Cox Cable, and Gainesville Regional Utilities (GRU) and others communications firms.

For off-campus projects involving GRU, re-title 1.3 as “PERMITS” and replace A-D above with the following:

- A. A GRU Utility Construction Permit (UCP) is required for all utility work associated with the project.
- B. The Builder shall contact the GRU Water/Wastewater Inspector prior to beginning any utility work to schedule a pre-construction meeting.

END OF SECTION

01060 Regulatory Requirements

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.

1.2 BUILDING CODE ENFORCEMENT PROGRAM

- A. TITLE XLVIII (Florida K-20 Education Code) and Chapter 553.80(6) F.S. assign responsibility to the State University System for the enforcement of the Florida Building Code and the Florida Fire Prevention Code during building construction and renovation at State universities. At the University of Florida, the Environmental Health and Safety Division (EH&S) has been assigned the responsibility to implement and administer the Building Code Permit and Inspection Program. Program compliance requires that construction plans/specifications and permit application documents be submitted to the UF Building Code Administrator (EH&S) for review. Construction shall not begin on the project until a building permit has been issued by EH&S and the permit posted at the construction site.
- B. A more complete description of the University of Florida's Building Code Enforcement Program may be obtained from the University's Building Code Administrator.

EH&S Building Code Enforcement

Building 179, 916 Newell Drive, P.O. Box 112190, Gainesville, FL, 32611-2200

Phone: (352) 392-1591; Fax (352) 392-3647

Internet: www.ehs.ufl.edu

C. RESPONSIBILITIES

1. The duly licensed State of Florida contractor shall apply to the UF Division of Environmental Health & Safety for a building permit. At the time of application for a permit, the Builder shall provide two sets of signed and sealed construction documents and specifications, a list of all subcontractors with appropriate license numbers and proof of Worker's Compensation insurance, and the "letter of code compliance" indicating the plans have been reviewed by EH&S and all outstanding code and safety-related items have been resolved. If a "letter of code compliance" has not been issued by EH&S, two copies of the final construction (bid) documents and specifications must

accompany the application. A building permit will be issued after the documents have been reviewed for code compliance by the Building Code Administrator/staff. One of the submitted sets of plans and specifications will be returned with the building permit placard and shall be stamped by EH&S stating "Reviewed for Code Compliance." This set of documents shall be protected and kept on site by the contractor for use by EH&S code enforcement.

2. When the contractor has completed the project per the permit documents and submitted all required tests and reports, their authorized representative shall request in writing a certificate of completion or certificate of occupancy from the UF/EH&S Building Code Administrator as required by the Florida Building Code.

1.3 LIFE SAFETY & FIRE SAFETY PLAN REVIEW

- A. In conjunction with review of plans for Building Code Compliance EH&S has been assigned the duty of life safety & fire safety plan review and inspection of UF construction projects.
- B. Plan review shall be conducted as each project is submitted for building code compliance review. A separate submission will not be required for this review phase as it will be conducted simultaneously with the building code compliance review.
- C. Inspections of life safety items shall be scheduled through EH&S's normal inspection process.
- D. Prior to issuance of the certificate of occupancy or completion EH&S's fire plans reviewer and inspector shall certify that the project meets or exceeds all life and fire safety minimum codes and standards.

1.4 FLORIDA PRODUCT APPROVAL

As required by Florida Statutes, the Builder shall provide information on certain structural and building envelope products and components. See "Florida Product Approval Info Sheet" on the "Forms" page of the EH&S Building Code Enforcement website (www.ehs.ufl.edu/buildcode).

END OF SECTION

01310 Construction Schedules

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.
- B. Refer to Section 01016, Utility Outages, for related requirements regarding the pre-planning of utility outages.
- C. Comply with pertinent provisions of Section (insert Submittals spec section#).

1.2 QUALITY ASSURANCE

- A. Employ, if necessary, a scheduler who is thoroughly trained and experienced in compiling construction schedules, and in preparing and issuing periodic reports as required.

PART 2 – PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by bar chart the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Builder in coordination with all subcontractors whose work is shown on the diagram.
- B. Highlight the “critical path” through the schedule to illustrate those inter-dependent activities that cannot be delayed without impacting the overall completion time.
- C. Builder shall coordinate the Work with the University of Florida schedule. The Work shall be scheduled and carried out such that the normal operations of the University are given first priority. This applies particularly to outages of utilities and restrictions of access. The University may require such construction operations to be executed outside of normal working hours and by overtime, weekend, and holiday working. It shall be the Builder's responsibility to provide for this in the Cost of Work.
- D. See Section 01014 for information on home football game restrictions, and account for same in the construction schedule.

- E. Incorporate commissioning requirements and milestones.
- F. Provide amplifying information as needed, such as reports on “float,” or as requested by the Owner or Professional.
- G. Project-specific schedule requirements: (insert as needed or state NONE)

END OF SECTION

01352 Requirements for Sustainability Certification

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.

1.2 SUMMARY

A. Seeking high performance, energy-efficient, and sustainable buildings, and in compliance with State law (F.S. 255.252), the University of Florida requires new construction and certain addition or renovation projects to be designed and constructed to achieve certification by one of (3) “green” rating systems:

1. Leadership in Energy and Environmental Design (LEED) by the United States Green Building Council (USGBC)
2. Green Globes by the Green Building Initiative
3. Florida Green Building Coalition (FGBC)

B. Each of these rating systems provide a complete framework for assessing building performance and meeting sustainability goals, with a specific focus on strategies for site development, water savings, energy efficiency, material specifications and procurement, and indoor environmental quality.

C. This section includes general requirements and procedures for compliance with certain prerequisites and credits needed to obtain certification under any of the (3) rating systems listed above.

1. Certain prerequisites and/or credits needed to obtain certification depend upon material selection and procurement. Compliance with requirements needed to obtain certification prerequisites and/or credits should be considered in the evaluation of substitution requests or comparable product requests.

2. Certain other prerequisites and/or credits needed to obtain certification depend upon the design professionals’ design; established systems and protocols at the University of Florida; and other aspects that are not part of the Work.

3. Owner shall register the project with, apply for certification to, and pay all registration and certification fees owed to, the certifying entity.

4. Owner will administer the certification process.

5. Builder shall assign a representative – preferably someone with sustainability certification experience and/or accreditation – to serve as the primary point of contact, “champion,” and coordinator of all construction-phase certification efforts by the builder and its subs.
6. Builder shall participate in sustainability certification-related meetings with the Owner and design professional(s) monthly during construction, or as needed.
7. Builder shall communicate all certification-related requirements to potential subcontractors and bidders as part of the pre-qualification, selection, and procurement process.
8. Builder shall review certification requirements, milestones, and action items with its sub-contractors during weekly sub-contractor meetings.
9. Failure to provide timely submittals related to certification may result in additional retainage being withheld.
10. Builder shall compile, document, calculate, and otherwise complete all construction-related certification documentation prior to Owner’s determination of project Final Completion. This includes providing electronic copies of certification-related submittals, reports, and other documents via Sharepoint and other online platforms such as LEED Online as needed to quantify and illustrate construction-phase credits.
11. Owner will provide certification-related training for the Builder and its subs as needed and requested.

1.3 DEFINITIONS

- A. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.
- B. Environmental Product Declaration (EPD): A transparent and objective report that communicates what a product is made of and how it impacts the environment across its entire life cycle. EPDs are required to meet one of the following standards ISO 14021-1999, ISO 14025-2006, or ISO 21930-2007.
- C. Extended Producer Responsibility: Measures undertaken by the maker of a product to accept its own and sometimes other manufacturers products as

postconsumer waste at the end of the products useful life. Producers recover and recycle the materials for use in new products of the same type.

D. Forest Stewardship Council (FSC – www.fscus.org): Non-profit organization devoted to encouraging the responsible management of the world's forests.

E. Health Product Declaration: The end use product has a published and complete and full disclosure of known hazards in compliance with the Health Product Declaration open Standard.

F. Lifecycle Assessment (LCA): A cradle to grave or cradle to cradle analysis technique to assess environmental impacts associated with all states of a project's life, which is from raw materials extraction through materials processing, manufacture, distribution, and use. LCA provide global impact results including potentials in acidification, eutrophication, global warming, ozone depletion, smog formation, etc. Consider use of software such as Athena or Tally (REVIT plug-in) to conduct an LCA.

G. Rapidly Renewable Materials: Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

H. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within a certain distance from the project site (distance varies depending on the rating system). If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value. Mechanical, electrical, plumbing, and specialty items shall be excluded from this calculation.

I. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).

1. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.

2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Specifically, discarded materials from one manufacturing process that are used as constituents in another manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

3. Recycled content value is determined by multiplying the recycled fraction of the assembly (by weight) by the cost of assembly.

J. Red List Building Materials: Organized through the International Living Future Institute (ILFI), the Red List contain chemicals that have been designated as harmful to living creatures, including humans, or the environment. These products are expected to be phased out of production due to health concerns. Consider utilizing the [Declare Product Database](#) to identify if a product contains any red list materials.

1.4 SUBMITTALS

A. General: Provide additional submittals as required by other sections, highlighting or annotating as needed to illustrate the sustainability-related information.
01352-4

B. Certification-related submittals may be in addition to other submittals. Reference and comply with guides published for the particular certification being pursued (LEED, Green Globes, or FGBC).

C. Project Materials Cost Data: Provide a statement indicating the total cost for materials used (excluding labor, overhead, and profit). Include breakout of costs for the following categories of items:

1. Fixed/permanent furnishings
2. Plumbing
3. Mechanical
4. Electrical
5. Specialty items such as elevators and equipment
6. Wood construction materials

D. Environmental Product Declarations (EPD): Provide at least 20 EPDs for the building assembly and interiors to include any of the following options

- a. Industry wide (Generic) EPDs: 3rd party verified Type III EPDs
- b. Product Specific Declaration: 3rd party verified Type III EPDs
- c. 3rd party certified life cycle product assessment based upon ISO 14040 and 14044, including a cradle to gate scope
- d. 3rd party certifications based upon a multiple attribute standard developed by a consensus based process from an approved standard development organization (i.e. NSF sustainability assessment standards, UL Environment sustainability standards, sustainable forestry certifications, etc.)

E. Health Product Declarations (HPD): Provide at least 20 HPDs for the building assembly and interiors to include any of the following options

- a. HPD Open Standard documentation
- b. Cradle to Cradle certification
- c. Declare product label as either Red List Free or Declared
- d. ANSI/BIFMA e3 Furniture Sustainability Standard
- e. NSF/ANSI 336: Sustainability Assessment for Commercial Furnishings Fabric

F. Progress Reports: Concurrent with each application for payment, submit a report explaining the status of certification-related efforts and documents.

PART 2 – PRODUCTS

A. To reduce a building's carbon footprint, regionally extracted, assembled and manufactured building materials are expected to have a precedent over other non-regional building materials.

2.1 RECYCLED CONTENT OF MATERIALS

A. Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 25 percent of cost of materials used for the Work.

1. Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.

2. Cost of pre-consumer recycled content of an item shall be determined by dividing weight of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
3. Do not include furniture, plumbing, mechanical and electrical components, and specialty items such as elevators and equipment in the calculation.

2.2 CERTIFIED WOOD (may or may not be applicable)

A. If applicable, provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1. Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:

- (a) Rough carpentry
- (b) Miscellaneous carpentry
- (c) Heavy timber construction
- (d) Wood decking
- (e) Metal-plate-connected wood trusses
- (f) Structural glued-laminated lumber
- (g) Finish carpentry
- (h) Architectural woodwork
- (i) Wood paneling
- (j) Wood veneer wall covering
- (k) Wood flooring
- (l) Wood lockers
- (m) Wood cabinets

2.3 LOW-EMITTING MATERIALS

A. Internal and external building materials are expected to minimize materials off gassing of chemicals that cause harm to both building occupants and construction tradespeople.

1. PERFORMANCE: Volatile organic chemical (VOC) limits, measured in grams/liter (g/l), have been established based on the product use type:

1. Adhesives and Sealants – Reduce VOC limits below SCAQMD Rule 1168, Adhesive and Sealant Applications emission requirements.
2. Carpet, Carpet adhesives, Flooring, and Floor Coverings - VOC not more than 50 g/L.
3. Interior Paints and Coatings – Reduce VOC content below California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the South Coast Air Quality Management District (SCAQMD) Rule 1113,
4. Do not use composite wood (including structural wood) or agrifiber products or adhesives that meet California Air Resources Board ATCM for formaldehyde requirements for ultra-low-emitting formaldehyde (ULEF)
5. Use building insulation materials that are formaldehyde free

2. PRESCRIPTION Alternatively, products can obtain 3rd party certification showing compliance to predetermined indoor air quality standards including the following;

i. EcoLogoM (Paints & Adhesives) – Environmental Choice

1. EcoLogo Standard for Adhesives – CCD-046
2. EcoLogo Standard for Paints – Architectural Surface Coatings CCD-047
3. EcoLogo Standard for Recycled Paints – Architectural Surface Coatings – Recycled Water-bourne CCD-048

ii. Green Seal ® (Paints & Adhesives)

1. Green Seal Environmental Standard for Paints and Coatings, GS-11
2. Green Seal Environmental Standard for Commercial Adhesives, GS-36

iii. GREENGUARD Environmental Institute

1. “Program Manual for GREENGUARD product Certification Programs” GG.PM.01.2009
2. GREENGUARD Environmental Institute: Standard Method for Measuring and Evaluating Chemical Emissions From Building Materials, Finishes and Furnishings Using Dynamic Environmental Chambers (GGTM.P066.R8 10-29-2008)

iv. Indoor Advantage Gold™ - Scientific Certification systems.

1. California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions Sources Using Small Scale Environmental Chambers (CA/DHS/EHLB/R-174, July 15,2004 with Addendum 2004-01)
2. SCS-EC10.2-2007, Environmental Certification Program – Indoor Air Quality Performance, May, 2007

v. Carpet & Rug Institute’s “Green Label Plus” program for floor coverings

vi. Floorscore Certification for hard flooring surfaces

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT

A. All construction projects are to develop a project specific construction waste management plan. Include at least 5 different waste streams to divert from our local landfills. This plan is to highlight either an onsite separation or commingled collection approach. The plan ought to include opportunities for source reduction such as prefabrication, modular construction or incorporate standard material lengths or sizes into project’s design to eliminate waste.

B. If project scope includes demolition, conduct a walkthrough with project manager and include a list of materials to be salvaged for

1. Reuse – either through UF’s Property Surplus services or shared with other UF department
2. Repurpose – collected and be donated to local non-profit or governmental entity
3. Recycled – large amounts of single type material to be shipped back to company for recycling (approximately 30,000sf of used carpet squares, approximate 16,000sf of acoustic ceiling tile)

C. Recycle and/or salvage at least 75% of construction, demolition, and land-clearing waste. Track and record waste streams by weight, and otherwise comply with Section 01505. A waste-to-energy incineration is not considered a viable approach.

3.2 SITE DISTURBANCE

A. Implement the erosion & sedimentation control plan required by the drawings and/or specification section 01500 and provide photos of in-place measures.

B. Limit site disturbance – including earthwork and clearing of vegetation – to 40 feet beyond the building perimeter, 5 feet beyond primary roadway curbs, walkways and main utility branch trenches, and 25 feet beyond constructed areas with permeable surfaces.

3.3 INDOOR-AIR-QUALITY MANAGEMENT DURING CONSTRUCTION

A. Develop and implement an Indoor Air Quality (IAQ) Management Plan to protect the HVAC system, control pollutant sources, and interrupt contamination pathways for the construction and pre-occupancy phases of the building.

01352-8

1. Meet or exceed the recommended approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings under Construction, 1995, Chapter 3.

2. Sequence the installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile and gypsum wall board.

3. Protect stored on-site or installed absorptive materials from moisture damage.

4. Control and remove contaminants on the work site, including dust, dirt, spills, and other accumulated moisture.

5. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 shall be used at each return air grill, as determined by ASHRAE 52.2-1999. The use of this filtration will be inspected during Facilities Services inspections.

6. Replace all AHU filtration media immediately prior to occupancy. Filtration media shall be the same as used in the AHU's by Facilities Services.

a) . If the equipment has been contaminated with dust, moisture or other contaminants, all HVAC equipment must be steam cleaned and soft surfaces, such as duct work, must be brushed, dusted and vacuumed.

7. Provide 18 photographs (six photographs taken on three different occasions during construction), along with identification of the SMACNA approach featured by each photograph, in order to show consistent adherence to the protection requirements.

3.4 INDOOR-ENVIRONMENTAL-QUALITY TESTING

A. For new projects, major renovations, or remodel projects involving modifications to the HVAC system, projects are expected to meet EH&S Indoor Environmental Quality Policy OR comply with building flush-out requirements.

1. Indoor Air Quality Testing - Allocate enough time in construction schedule for indoor air quality testing and testing results to be presented prior to obtaining either a certificate of occupancy or temporary certificate of occupancy. Area testing may include multiple test per project size.

2. Building Flush-out - Specific requirements for building flush-out can be found in 3rd party sustainable building certification. To prove adequate flush out has occurred, ensure building automated system is trending points for outdoor air temperature, outdoor air humidity, outside air damper position, outdoor air flow rate, supply air temperature, and supply air humidity.

END OF SECTION

01500 Temporary Facilities and Controls

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.
- B. Utility outages and dig permits are covered in Section 01016. Permanent installation and hookup of the utility lines are described in the University of Florida Design and Construction Standards.

1.2 DESCRIPTION

A. WORK INCLUDED

Provide temporary facilities and controls needed for the Work, including, but not necessarily limited to:

1. Temporary utilities such as water, electricity, and telephone;
2. Field offices and sanitary facilities for the Builder's personnel;
3. Enclosures such as tarpaulins, barricades, and canopies; traffic control and pedestrian control devices;
4. Erosion control measures; and
5. Directional and informational signage.

B. WORK NOT INCLUDED

1. Except for the requirement that equipment furnished by subcontractors shall comply with pertinent safety regulations, such equipment as normally furnished by the individual trades in execution of their own portions of the Work, is not part of this Section.
2. The permanent installation and hookup of utility lines are described in other sections and are not part of this Section except as related to the metered cost of such utilities once established.

1.3 PRODUCT HANDLING

Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

1.4 SUBMITTALS

- A. The Builder shall present a jobsite management plan in the form of a scaled, marked-up site plan for the Owner's review at or prior to the Pre-Construction Conference. This drawing shall identify, at a minimum:
1. Temporary fencing with gated point(s) of access
 2. Materials delivery & storage areas
 3. Field office or storage trailers
 4. Temporary accessibility features including paved or unpaved roads, sidewalks, bicycle paths, ramps, curb cuts, canopies, barricades, or other means of maintaining safe and ADA-accessible routes through or around the site
 5. Waste collection (dumpsters)
 6. Signage and striping
 7. Paths for emergency egress
 8. Onsite staff parking
 9. Tree protection
 10. Restricted access routes for vehicles and equipment belonging to the Builder and its subcontractors, vendors, and employees entering upon the UF Campus
- B. As construction progresses, the Builder shall identify any required disruptions or restrictions of roads, sidewalks, bicycle lanes, or other means of access. Approval for such disruptions shall be secured prior to scheduling related work by submitting a written request to the University project manager. This request shall be accompanied by a site sketch, start and end dates, an explanation of the reasons(s) for the request, and an illustration or description of the temporary controls to be used to maintain safe access. The full closing of vehicular roads (i.e., all lanes) on the UF campus shall be planned several weeks in advance of planned scheduled restrictions and has gone through the approval process by the University project manager.
- C. A formal traffic control plan – including credentials of plan developer – shall be submitted for review when lane closures are anticipated. See paragraph 3.1 of this section.

PART 2 – PRODUCTS

2.1 TEMPORARY UTILITIES

- A. USAGE, ESTABLISHMENT, and COST
1. The Builder shall include in the Cost of Work both the installation of any temporary utilities and the (monthly) usage fees for same. This includes, but

is not limited to: potable water for drinking and/or construction trailers; water for cleaning, construction, flushing, commissioning, and testing of plumbing and mechanical systems; convenience power for tools, lighting, and/or construction trailers; temporary power for construction and testing; telecommunications lines for phone, fax, or Internet service. Current Facilities Services utility rates can be viewed at <https://www.facilitieservices.ufl.edu/information/rates.shtml>.

2. For use of University-owned utilities, the Builder shall establish an account with Facilities Services by contacting Facilities Services Billing at (352) 294-0628 to learn the process for creating the account.
3. Prior to beginning work that involves connections to the University's utilities systems, the Builder shall submit – at least 48 hours in advance – a work request to Facilities Services Work Management (392-1121) for installation of temporary meter(s) by Facilities Services Utility Services.

B. WATER

1. The point(s) of connection shall be designated by Facilities Services.
2. A temporary potable water meter will be furnished and installed by Facilities Services Water Distribution group when water connection is to a Fire Hydrant.
3. All other water connections will be billed off existing meters.
4. Builder shall furnish and install all necessary temporary piping and water supply and, upon completion of the Work, remove same.

C. ELECTRICITY

1. The point(s) of connection shall be designated by Facilities Services.
 - (a) **PLEASE NOTE:** Any remodeling/renovation or project that requires Temporary Power for contractor's trailers onsite it is Mandatory that Facilities Services Utilities Department shall be contacted for requirements for metering, no other entity shall decide or grant if meter is required!
2. A temporary electric meter will be furnished by Facilities Services Utility Services, which shall also energize service, but installed by the Builder. Allow 14 days lead time for the Owner-furnished meter. The Builder shall furnish and install all necessary related accessories (CTs, compatible meter socket/can, etc.).
 - (a) All Accessories (CT's, Compatible meter socket/can) to be designated exclusively any Facilities Services Meter Department prior to installation of any electric metering equipment.

3. Builder shall furnish and install all necessary temporary wiring and, upon completion of the Work, remove same.
 - (a) Facilities Services Meter Department shall be notified prior to temp Electric meter being removed from service and once removed shall be returned to Facilities Services Meter Department
 - (b) All temporary wiring provided by the Builder must conform to the requirements of the National Electric Code (NEC), the Industrial Safety Commission, and local requirements. In addition, all wire used shall be fused to adequately protect that wire according to the NEC.
 - (c) The Builder shall have an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection.
 - (d) Where temporary lighting is used, outlets shall consist of a weatherproof socket properly insulated and provided with a locking type wire guard.
 - (e) All devices shall be properly grounded.
4. Provide area distribution boxes located such that the individual trades may furnish and use extension cords 100 feet in length (maximum) to obtain power and lighting at points where needed for work, inspection, and safety.
5. Temporary electric facilities shall be inspected and approved by Facilities Services and EH&S prior to energizing by Facilities Services Utility Services.
6. In keeping with UF sustainability policies, and to minimize the cost of utility services, the Builder shall minimize the use of temporary or permanent lighting, particularly when the jobsite is inactive. The use of energy efficient lamps is encouraged if the energy savings justifies any additional expense.

D. TELEPHONE and INTERNET

1. The Builder shall make arrangements with UF Information Technology (UF IT) or HealthNet – as applicable – or the local utility for temporary phone, fax, and/or Internet service lines.

E. SANITARY FACILITIES

1. Furnish and install temporary sanitary facilities for use by all construction personnel.
2. The Builder shall provide and maintain in a neat and sanitary condition such accommodations for the use of employees and subcontractors as may be necessary to comply with the regulations of the State Board of Health.

3. Unless expressly allowed by the Owner, existing sanitary facilities may not be used by construction personnel, subcontractors, or vendors.

For off-campus projects involving GRU, replace A-E above with the following:

A. USAGE, ESTABLISHMENT, and COST

1. The Builder shall include in the Cost of Work both the installation of any temporary utilities and the (monthly) usage fees for same. This includes, but is not limited to: potable water for drinking and/or construction trailers; water for cleaning, construction, flushing, commissioning, and testing of plumbing and mechanical systems; convenience power for tools, lighting, and/or construction trailers; temporary power for construction and testing; telecommunications lines for phone, fax, or Internet service.
2. For establishment of a billing account, contact GRU New Services, Jeanice Morris, (352) 393-1414.

B. WATER

1. The existing meter may be used for temporary water during construction. Temporary water service needs must be coordinated through GRU New Services, Jeanice Morris, (352) 393-1414.

C. ELECTRICITY

1. For temporary electric service, contact GRU New Service, Jeanice Morris, (352) 393-1414. EH&S Electrical Inspector must provide written proof of inspection and release from liability to GRU.

D. TELEPHONE and INTERNET

1. The Builder shall make arrangements with a local service provider such as AT&T or Cox for temporary phone, fax, and/or Internet service lines. Contractor to utilize contacts provided by Sunshine One Call to establish temporary services.

E. SANITARY FACILITIES

1. The existing sewer connection/clean-out may be used for temporary sewer service. Temporary sewer service needs must be coordinated through GRU New Services, Jeanice Morris, (352) 393-1414.

2.2 PERMANENT (BUILDING) UTILITIES

Once permanent power, chilled water, and other permanent metered utilities are established, the cost of such utilities shall be borne by the Builder as a cost of the Work.

Utility services will not be provided until new meters are installed and certified to be operating properly by Facilities Services Utility Services.

For off-campus projects involving GRU, delete second sentence above.

2.3 FIELD OFFICES AND SHEDS

A. TRAILERS – Office and Storage

1. Provide stairs and railings as required by OSHA.

2.4 ENCLOSURES

- A. GENERAL: Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.
- B. DUMPSTER ENCLOSURES: For all projects requiring dumpsters, where the dumpster is located within the geographical area of campus bounded by SW 13th Street, West University Avenue, Gale Lemerand Drive, and Stadium Road, the dumpster shall be enclosed by a solid wooden fence installed around the entire perimeter. This fence shall be a minimum of 6' high and shall be constructed of vertical 1 x 6's on a 2 x 4 frame. Pre-fabricated sections are acceptable.
 - 1. Protection of all hardscape and landscape must be provided for the storage and removal of all dumpsters.
- C. TREE PROTECTION: See tree protection guidelines, Appendix I, University of Florida Construction Standards, Volume 1. Tree protection applies for all trees, weather they are inside or outside any fenced areas.

2.5 TEMPORARY FENCING

- A. Provide and maintain for the duration of construction a temporary fence to prevent entry of the public into the jobsite. Fencing shall be six-foot high chain link fencing with dark green-colored inlaid fabric mounted on fixed posts of metal for temporary parking and work area. Open trenches and other hazards shall be enclosed in a fixed wire fence with flashing lights.
- B. Maintain the security, lighting and appearance of fencing throughout construction.

2.6 EROSION and SEDIMENTATION CONTROL

- A. The Builder shall develop a "Sedimentation and Erosion Control Plan" per the UF Design & Construction Standards (Appendix C).
- B. This plan shall be submitted for review and approval prior to beginning any onsite work or applying for dig permits.
- C. The Builder shall erect and maintain control measures as outlined in the plan throughout construction. Such measures may include gravel "wash-down stations" at jobsite entry and exit points, silt fencing, and temporary grass seeding.
- D. See Section (insert applicable Div. 2 spec section #) for more information.

2.7 SIGNAGE

- A. Install and maintain the appearance of the standard University of Florida Board of Trustees Project Sign in a location directed by the University Project Manager.

- B. Florida Statutes 812.014 and 810.09 require that construction fences be adorned with the following sign: "**WARNING** (*red on white*) - **This area is a designated construction site. Anyone trespassing on this property shall, upon conviction, be guilty of a felony.**" (*black on white*) Signs shall be approximately 14" x 18".
- C. Post the following notice on each leg of construction fencing:
"Immediately report sexual harassment from anyone at this construction site. Students contact the Deputy Title IX Coordinator for Students (352.392.1261). All others contact the Title IX Coordinator (352) 273-1094."
- D. Provide way-finding, directional, and other informational signage as needed to safely accommodate the public's need to pass around or through the Work. This shall include, as needed, directional assistance for ADA-compliant paths of travel throughout the duration of construction.
- E. No other signs or advertisements are permitted.

2.8 CLEANLINESS

The Builder shall keep the premises free from accumulation of waste material and rubbish, and shall remove from the premises all rubbish, implements, surplus materials, and temporary facilities provided during the course of the Work, leaving spaces broom clean.

2.9 OTHER

- A. (add project-specific requirements as needed)
- B. (add project-specific requirements as needed)

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The Builder shall not mobilize and/or erect temporary facilities until the jobsite management plan has been reviewed and approved by the Owner.
- B. Prior to erection of fencing, the Builder shall review the proposed fencing plan onsite with the University Project Manager and representatives of EH&S, UFPD, Facilities Services and the Americans with Disabilities Act Office.
- C. Directional signage shall be installed simultaneously with fencing and/or temporary roads or paths.

- D. Traffic maintenance devices and procedures (signage, barricades and cones, flagmen, etc.) shall be per Florida Department of Transportation (FDOT) standards (2003 Edition, Manual on Uniform Traffic Control Devices (MUTCD), with Revision No. 1 Incorporated, dated November 2004). Work zone traffic control schemes and devices shall only be implemented or installed in the field by or under the direct supervision of a person who has satisfactorily completed the training requirements prescribed by FDOT Topic No: 625-010-010-f, “MAINTENANCE OF TRAFFIC TRAINING,” Work Zone Traffic Control and Maintenance of Traffic Intermediate or Advanced Level as appropriate for the project. All flagmen shall have successfully completed the Work Zone Traffic Control and Maintenance of Traffic - Basic Level.

3.2 WEATHER PROTECTION

- A. Take necessary precautions to ensure that roof openings and other critical openings in the building are secured. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.
- B. When a warning of gale force (or higher) winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Owner property. Precautions shall include, but are not limited to, closing openings; removing loose materials, tools, and equipment from exposed locations; removing or securing scaffolding and other temporary work; and arranging for all dumpsters to be emptied.

3.3 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe, compliant, and proper completion of the Work.
- B. Remove temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Owner.
- C. Replace any trees, shrubs, lawns, or plantings damaged by Builder or its subcontractors or vendors during work of this project within two (2) weeks of occurrence.
- D. Grassed areas generally have irrigation systems below grade; verify location of these systems and all underground utilities in work or staging areas prior to start of construction.
- E. Repair utilities damaged by work of this project.

END OF SECTION

01505 Construction Waste Management

PART 1 – GENERAL

1.1 RELATED SECTIONS:

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.
- B. Comply with LEED requirements, if applicable. See specification section 01352.

1.2 HAZARDOUS SUBSTANCES

- A. The builder is responsible for proper management of hazardous substances used, stored, handled, generated, or disposed of by his own construction activities (e.g., excess or unwanted hazardous construction-related materials, including, but not limited to: equipment lubricants, used oil filters, aerosols, paints, activators, adhesives, caulks, and other hazardous wastes). In no case shall such construction hazardous waste be commingled with demolition hazardous waste. In no case shall such construction hazardous waste be commingled with non-hazardous construction or demolition waste.
- B. For renovation or demolition projects, hazardous wastes shall be segregated, collected, labeled, and disposed of via UF Environmental Health & Safety (EH&S). These include light fixture ballasts (PCB and non-PCB), mercury thermostats, and batteries. See www.ehs.ufl.edu/programs/chemrad_waste.
- C. Evaluation, on-site storage, transportation, disposal and other aspects of Hazardous Waste Management shall comply with applicable Federal, State, and local laws.
- D. Refer to the General Terms & Conditions for requirements related to the discovery of environmental contamination, including, but not limited to, Hazardous Substances.

1.3 CONSTRUCTION WASTE MANAGEMENT

NOTE: This section only applies to projects with a construction cost of \$500,000 or more.

In support of Florida Statute 403.7032 and the University's Zero-Waste Goal, the University of Florida requires that its builders maximize the diversion of construction and

demolition (C&D) material from landfills. Faculty and students from the UF School of Building Construction and the College of Design, Construction, and Planning may interact with the Builder to facilitate, coordinate, and document such efforts and/or to conduct research.

- A. Beyond the provisions for such work in either the basic scope of work or bid alternates, the builder shall salvage materials for reuse, resale, or recycling to the maximum extent possible. Typical designated waste streams include land clearing debris, concrete and masonry, metals and appliances, dimensional wood & lumber, wooden pallets, gypsum wallboard (unpainted), paper and cardboard, packaging, and asphalt roofing shingles. Depending on the project, other large volume wastes may be included (e.g., bricks, asphalt, carpeting and pad, plastic, glass, beverage containers).
- B. For projects seeking a 3rd-party sustainable building certification, the Builder shall establish and adhere to program-specific waste diversion and recycling goals.
- C. Prior to mobilization, the Builder shall submit a project-specific Solid Waste Management Plan to the University Project Manager for review by the University Solid Waste Coordinator and Sustainable Building Coordinator. This plan shall include the following elements:
 - 1. An explanation of how C&D waste will be recycled or reused – by source separation, time-based separation, or commingled for delivery to an offsite separation facility.
 - 2. A list of materials targeted for recycling and reuse, their estimated quantities, and the predicted end use of the recycled materials, along with a separate list of recyclable or otherwise recoverable materials that must be landfilled.
 - 3. The overall diversion goal (percentage of waste to be diverted from land-filling or incineration).
 - 4. The facilities to be used, both landfills and recycling facilities, indicating which of the targeted wastes are to be received, projected quantities, facility addresses and phone numbers, and documentation of the facilities' permit status.
- D. Builder shall designate an onsite representative to distribute and implement the approved plan, instruct workers, and provide instruction and supervision on separation, handling, and recovery methods. The onsite representative shall also ensure proper labeling of waste collection receptacles and otherwise monitor compliance with the project-specific Solid Waste Management Plan.

E. Reporting

1. Submit monthly progress reports using Owner's form (see sample Waste Reporting Log at the end of this specification) to quantify the total amount of collected waste and the percentage recycled.
2. Maintain accurate records of the final destination of all waste, including manifests, weight tickets, and receipts. Manifests shall be from recycling and disposal site operators who can legally accept the materials for the purpose of reuse, recycling, or disposal. Submit all such records at the end of construction or upon request.

1.4 RECYCLING INITIATIVES

For renovation and demolition projects, the builder and its subcontractors shall cooperate with, and participate in, materials-specific recycling initiatives hosted or supported by the University as required by the UF Design & Construction Standards. See plans and/or technical specifications for more information.

END OF SECTION

UF Waste Reporting Log

Project Name:											Date:				
MONTH	Landfilled Waste (tons)	RECYCLED WASTE								E-Waste (tons)	MISC. (tons)	Total Recycled Tons	Total Waste Tons	Percent Recycled	#DIV/0!
		Paper and Cardboard (tons)	Metals (tons)	Concrete, Asphalt, Masonry (tons)	Comingled Cans & Bottles (tons)	Land Clearing Debris (tons)	Pallets (tons)	Wood (tons)							
	white and craft	metal and wire	asphalt, concrete, brick, CMU, etc.		trees, limbs, landscape, sod, rocks etc	recyclable products			controls, panels, machinery	shingles, drywall, ceiling tile, plastics etc					
January	0.00														
February	0.00														
March	0.00														
April	0.00														
May	0.00														
June	0.00														
July	0.00														
August	0.00														
September	0.00														
October	0.00														
November	0.00														
December	0.00														
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Minimum 75% required per F.S. 403.7032															
Builder shall submit this form on or around the 15th of each month to PPD Grounds (damorris@ufl.edu and amasters@ufl.edu), with a copy to the UF PM.															

01700 Project Closeout

PART 1 – GENERAL

1.1 RELATED SECTIONS:

Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the technical plans and specifications.

1.2 CERTIFICATE OF OCCUPANCY

Prior to occupancy of a new building, the Division of Environmental Health & Safety (EH&S) shall issue a Certificate of Occupancy (CO). The CO will state the building is complete, constructed in accordance with the plans and specifications, and meets the minimum code requirements at the time of issuance of the building permit. Project must achieve at least a temporary CO in order to achieve this requirement for the Substantial Completion.

1.3 SUBSTANTIAL COMPLETION

Separate and distinct from completion requirements related to life safety and building codes is the contractual obligation to achieve Substantial Completion on or before the specified date. Refer to the “Construction Inspection and Closeout” link under “Forms & Standards” on the Planning Design & Construction website (www.facilities.ufl.edu). Checklists and forms related to closeout shall be tailored by the Owner and design professional (A/E) to the specific needs of the project.

1.4 AS-BUILT DOCUMENTS

See the General Terms & Conditions and certain technical specifications for more information regarding as-built / record documents.

1.5 O&M MANUALS

- A. Builder shall provide draft operation and maintenance (O&M) manuals and other documents for review by UF (Facilities Services), the A/E, and the CxA prior to manufacturer startups, Cx Functional Performance Testing, and Owner training.
- B. Builder shall tailor the O&M documents to the project, excluding or striking through models/types not installed and otherwise including only information pertinent to the products, materials, equipment, or components actually installed. Builder shall clearly identify each item, with references to the construction documents as needed.

- C. Builder shall augment O&M documents with the final approved versions of any submittals, shop drawings, or other system/product data not already included.
- D. Builder shall finalize turnover/closeout documents (including O&Ms) by addressing review comments and incorporating missing or finalized documents, test reports, and other relevant information.
- E. See 1.9 below for content and format requirements.
- F. Asset Tagging – Builder shall identify and work with UF to ensure all assets are in Owner CMMS prior to Substantial Completion.

1.6 UTILITY VIDEOS

When required by the technical specifications, television camera videos of underground utility lines shall be provided to the engineer of record and the Owner in MPEG or AVI format.

1.7 OWNER TRAINING

- A. Training on building systems, equipment, and materials, the specific requirements for which are outlined in the technical specifications, shall be completed prior to Substantial Completion, at which point the Owner assumes the responsibility for operation and maintenance of the facility.
- B. Builder shall coordinate the schedule for training with UF and provide a comprehensive schedule for all training sessions at least 30 calendar days prior to the first scheduled session.
- C. Builder shall provide – at least two weeks in advance of each scheduled session – a syllabus, outline, or agenda for each training session for review by UF, the A/E, and (for commissioned systems) the CxA.
- D. Training shall be conducted with the (draft) O&M manuals in hand – preferably in conjunction with commissioning activities – and shall be videotaped and turned over to the Owner in MPEG format.

1.8 ATTIC STOCK

Coordination of the physical storage location of “attic stock” items shall be made with the building operation & maintenance entity prior to Substantial Completion, and the items and quantities of same (as outlined in the technical specifications) shall be on hand as a requirement of Substantial Completion. The Builder shall develop a spreadsheet itemization of attic stock and other items to be turned over to the Owner, tracking the type and quantity of material, date(s) of turnover, and other relevant information.

- A. If attic stock is used during the closeout or warranty period. The Builder must replace

these materials prior to the 12 month warranty sign off.

1.9 ENERGY REBATE PROGRAM

Builder shall gather product data and other information as needed to assist Owner with its application for energy rebates based on the materials and products installed in the facility.

1.10 PRE-CONCEALMENT PHOTOS

- A. For all new construction and for renovation major projects involving utility/systems infrastructure that will ultimately be concealed behind walls, above removable or hard ceilings, or beneath raised flooring – digital photographs of the infrastructure shall be taken prior to concealment as part of the completion / closeout documents. This will be determined in a project by project basis, but by default, it shall be included unless told otherwise.
 - 1. Images shall be captured after all infrastructure work for the area being photographed is complete and inspected, prior to concealment
- B. Images shall be captured for each room constructed or renovated, including common & support spaces, corridors, stairwells, etc.
 - 1. For areas that cannot be captured with a single image, multiple images or panoramic views shall be provided.
- C. Images shall be named, organized, and correlated with floor plans as needed to make clear what each image is actually depicting. Alternatively, images may be linked from to the as built design model or 2D (PDF) floor plan(s).

1.11 CLOSEOUT DOCUMENTS and OTHER DELIVERABLES

- A. The final version of all O&M manuals and other turnover/closeout documents shall be provided in electronic (searchable PDF) form prior to Final Completion, including a Table of Contents for each discreet manual. Provide these to UF, the A/E, and the CxA on CD-ROM or through a file-sharing platform (e.g., Sharepoint), assembled and organized in electronic folders as follows:

010000 – General Requirements (*with subfolders for pre-concealment photos and other general information such as a complete list of subcontractors with contact information, a list/inventory of attic stock, and a final list/inventory of all colors & finishes*)

030000 – Concrete

040000 – Masonry

050000 – Metals

060000 – Wood and Plastics

070000 – Thermal and Moisture Protection (*including roofing*)

080000 – Doors and Windows

090000 – Finishes

100000 – Specialties (*e.g., lockers, window treatment, acoustic wall panels, operable partitions, toilet accessories, fire extinguisher cabinets, mobile storage systems, etc.*)

110000 – Equipment

120000 – Furnishings (*e.g., fixed tables/seating, lab casework, marker boards, foot grilles, etc.*)

130000 – Special Construction

140000 – Conveying Systems

- 210000 – Fire Protection
- 220000 – Plumbing
- 230000 – HVAC
- 250000 – BAS and Controls
- 260000 – Electrical
- 270000 – Telecommunications
- 274000 – Audio-Visual Systems
- 280000 – Security & Access Control
- 283000 – Fire Detection & Alarm
- 310000 – Earthwork
- 320000 – Exterior Improvements
- 330000 – Utilities

- B. Other than 010000, each e-folder listed above, where applicable, shall include the following sub-folders to consistently organize the documents and material:

1. IOM Documents and Product Data
{NOTE: IOM = Installation Operations & Maintenance}
2. Shop Drawings
3. Training *(including training agendas, sign-in sheets, and videos)*
4. Warranty Documents
5. Other *(e.g., test reports, underground utility videos, Master UL labels, meter data sheets, 3rd party certifications or inspections)*

2.0 PROJECT-SPECIFIC CLOSEOUT REQUIREMENTS

(insert project-specific closeout requirements or write NONE)

END OF SECTION

01800 General Commissioning Requirements

Notes to PM, Professional, and Cx Consultant:

1. *This template shall be tailored by the Commissioning Consultant as needed for the specific project, particularly those passages written in blue font.*
2. *Delete this "text box" and any other prompts or notes-to-author prior to finalization of this specification.*

PART 1 – GENERAL

1.1 RELATED SECTIONS and DOCUMENTS

- A. Documents affecting the work of this Section include other elements of the Contract for Construction, including the Owner/Builder Agreement or Owner/Design-Builder Agreement, the General Terms & Conditions, other sections of the Division 0 and Division 1 non-technical specifications, and the following technical plans and specifications:
- (1) Division 3 – Concrete
 - (2) Division 4 – Masonry
 - (3) Division 7 – Thermal and Moisture Protection
 - (4) Division 8 – Doors and Windows
 - (5) Division 9 – Finishes
 - (6) Division 22 – Plumbing
 - (7) Division 23 – HVAC
 - (8) Division 25 – BAS / Controls
 - (9) Division 26 – Electrical
 - (10) Division 28 – Security and Access Control
- B. A project-specific Commissioning Plan is typically developed upon completion of the submittal and shop drawing process, but a template/example Commissioning Plan may be made available to bidders upon request.

1.2 DEFINITIONS

- A. **Acceptance Phase:** Phase of construction after startup and initial checkout when FPT, O&M documentation review, and facility and user training occurs.
- B. **Basis of Design (BOD):** Documentation of the primary assumptions and rationale behind design decisions that are made to meet the Owner's intent and project requirements. The BOD describes the assumptions used for sizing and selecting systems and components; site and environmental conditions or constraints; and other factors that led to decisions (e.g., codes, standards, operating conditions, functional goals, interior environmental criteria).
- C. **Building Envelope:** The assembly of floor, wall/skin, and roof system components that are designed and intended to reduce the transfer of thermal energy and water vapor and to help eliminate water intrusion.

- D. **Commissioning (Cx):** *(per the National Conference on Building Commissioning)* A systematic process of assuring by verification and documentation, from the design stage to a minimum of one year after construction, that facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the owner's operational needs, including preparation of operation personnel.
- E. **Commissioning Consultant (CC):** The professional consultant responsible to UF for facilitating the Cx program, directing/coordinating day-to-day Cx activities, and verifying that the design intent of the facility is satisfactorily achieved.
- F. **Commissioning Plan (CP):** The project-specific document prepared by the CC that describes all aspects of the commissioning process including roles & responsibilities, documentation requirements, and communication structures. At least two CPs shall be developed – one for building envelope systems and one for MEP systems.
- G. **Deferred FPT:** FPT performed after Substantial Completion due to conditions that preclude the test from being performed in normal sequential order of project delivery.
- H. **Design Professional (A/E):** The team of design professionals responsible to the Owner for creating the Basis of Design and translating it into Construction Documents.
- I. **Functional Performance Test (FPT):** System-level test to verify integration, functionality, and/or operation using direct observation or other monitoring methods to assess system performance in comparison with the Basis of Design. The CC develops FPT procedures and coordinates, witnesses, and documents the testing, which is typically performed by the installing subcontractor or vendor after pre-functional checklists and start-ups are complete. *NOTE: FPTs are tailored to the actual equipment and products to be installed, so their development is contingent upon completion of the submittal review process.*
- J. **Construction Checklist (CL):** List of tasks and elementary component tests that must be completed to ensure proper installation of products and equipment. CLs – which are prepared by the CC, completed by the installing subcontractor or vendor, verified by the Builder, and reviewed by the CC – are primarily static inspections and procedures to prepare equipment or systems for initial operation, coordinated to represent the efforts of the Builder and all subcontractors. CLs shall include manufacturer startup checklists where applicable.
- K. **Systems Manual:** The Systems Manual provides operating staff information needed to understand and optimally operate commissioned MEPF (Mechanical,

Electrical, Plumbing, Fire Protection) systems. The Systems Manual focuses on operation, rather than maintenance, at a systems level – particularly the interactions between equipment.

1.3 SUMMARY and DESCRIPTION OF WORK INCLUDED

- A. The University of Florida’s use of commissioning recognizes the integrated nature of building systems and the importance of a waterproof building envelope in today’s complex facilities. The performance of these systems impacts operating cost, efficiency and sustainability, indoor air quality, comfort and productivity in the workplace or classroom/lab, and security. The goal of commissioning is to help deliver facilities that meet or exceed expectations for these factors. Strategies include periodic direct observation of envelope system construction and operation of dynamic building systems through their full range of intended and failure-mode operation.
- B. The specific building systems to be commissioned on this project are:
 - (1) BUILDING ENVELOPE (including masonry, curtainwall/storefront and glazing, exterior walls & cladding, flashings & sealants, exterior drainage systems, and roofing)
 - (2) PLUMBING (including domestic water, drainage systems, specialty gases)
 - (3) HVAC (including building entrance of distributed utilities, air handling units, terminal devices, general and hazardous exhaust systems, laboratory fume hoods, return air system, chillers, pumps, VFDs, cooling towers, boilers, heat exchangers, associated or supporting equipment, and TAB)
 - (4) ELECTRICAL (including motors, grounding, lighting controls, emergency power supply system, lighting protection system)
 - (5) LOW VOLTAGE (including DDC Building Automation System, security and access control, audio/visual)
 - (6) (other system to be commissioned, such as process utilities or house gases)
 - (7) (other system to be commissioned)

1.4 SUBMITTALS

- A. The CC shall be provided with one copy of all submittals, shop drawings, operation and maintenance (O&M) manuals, Test Adjust & Balance (TAB) reports, other tests conducted outside of the Cx process, and Owner training plans related to the systems being commissioned for review concurrent with the design professionals (A/E).
- B. The Builder shall provide documentation required for Cx activities to CC at least two work days in advance of scheduled Cx activity and include same in O&M manuals. Such project-specific documentation shall include manufacturer and model number of all equipment and components, manufacturer’s printed installation and detailed start-up procedures, full sequences of operation, O&M data, performance data, any performance test procedures, control drawings,

startup plan(s), installation & checkout materials shipped inside equipment, and checkout forms used by factory or field technicians.

- C. See specification 01300 and the technical specifications for other submittal requirements.

PART 2 – PRODUCTS

2.1 TEST EQUIPMENT

- A. The Builder or its subcontractors shall provide all specialized tools, test equipment, and instruments required to execute startup, checkout, and FPT of systems and equipment.
- B. Test equipment shall be of sufficient quality and accuracy to test and/or measure system performance according to specified tolerances.
 - (1) Test instruments shall bear a valid NIST-traceable calibration stamp.
 - (2) Frequency of calibration shall be in accordance with applicable NEBB or AABC requirements.
 - (3) See the technical specifications for amplifying information.

2.2 (other Part 2 Cx requirements)

PART 3 – EXECUTION

3.1 ROLES and RESPONSIBILITIES

- A. The CC shall:
 - (1) develop the CP(s);
 - (2) develop a spreadsheet-form itemized list of all products and equipment comprising the systems to be commissioned;
 - (3) review and respond to Cx-related Requests For Information concurrently with the A/E design professionals;
 - (4) review completed CLs, perform random verification of checklist items, and make recommendation to Owner to proceed with FPT;
 - (5) write, oversee execution of, and document FPTs;
 - (6) recommend acceptance of performance and functionality or remedial action and retesting;
 - (7) maintain and distribute lists of deficiencies and/or action items related to Cx activities;
 - (8) review, along with the design engineer(s), Owner training plan(s) provided by the Builder;
 - (9) produce draft and final Cx reports;

- (10) plan, coordinate, and oversee periodic post-construction Cx testing, inspection, and troubleshooting – typically on a quarterly basis – during the 12-month “warranty” period following Substantial Completion; and
- (11) produce the Systems Manual.

B. The Builder and its subcontractors shall:

- (1) provide submittals and other documents as outlined below;
- (2) provide samples and/or mockups as required by the technical specifications;
- (3) verify installation, documenting via CLs as construction progresses;
- (4) perform equipment start-up;
- (5) verify the functional readiness of systems to be tested prior to scheduling FPTs;
- (6) schedule FPTs by submitting completed CLs;
- (7) conduct FPT in the presence of the CC;
- (8) troubleshoot and correct deficiencies;
- (9) perform FPT retests as needed (note: the costs for such retests, including those incurred by the CC, design A/E, and Owner, shall be borne by the Builder and not charged to the Owner);
- (10) coordinate Cx activities with Building Automation System work and/or other tests related to the systems being commissioned, such as HVAC Test & Balance, tests by factory representatives, or envelope-related tests;
- (11) finalize the products/equipment list drafted by the CC, augmenting the spreadsheet to indicate each component’s manufacturer and model/type, dates for submittal approval and startup, and other relevant information;
- (12) prepare an Owner training plan to include the time & date, duration, content, and proposed instructors for each session;
- (13) conduct Owner training; and
- (14) participate in the post-construction Cx activities outlined above and perform corrective measures as required.

3.2 MEETINGS

- A. At least (two) onsite Cx kickoff meetings – one for building envelope systems and one for MEP systems – shall be conducted by the CC and Builder for the purpose of reviewing the purpose, extent, and procedures for commissioning with the Builder, its subcontractors, the design professionals (A/E), and the Owner. These kickoff meetings shall be held upon completion of the submittal review process.
- B. Other Cx meetings for coordination, clarification of requirements & procedures, or problem resolution shall be chaired by the CC and held periodically as determined by the CC. Attendance by the Builder and its subcontractors is mandatory.
- C. (insert other meeting requirements as needed)

3.3 SCHEDULE

- A. The Builder and its subcontractors shall account for startup, Cx activities, testing, and training in the schedule.
- B. As per the UF General Terms & Conditions, satisfactory completion of commissioning and training activities is a pre-requisite for overall project Substantial Completion.
- C. (insert other schedule notes or requirements as needed)

3.4 CONSTRUCTION CHECKLISTS (CLs)

- A. Pre-functional checklists provide a means to confirm that equipment and systems are completely installed, integrated with other building components and systems, and operational. They ensure that functional performance testing may proceed without unnecessary delays. Pre-functional testing for a given system must be successfully completed prior to functional performance testing of the equipment or subsystems of that given system.
- B. CC-specific or project-specific requirements or procedures
- C. CC-specific or project-specific requirements or procedures

3.5 FUNCTIONAL PERFORMANCE TESTS (FPTs)

- A. CC-specific or project-specific requirements or procedures
- B. CC-specific or project-specific requirements or procedures
- C. CC-specific or project-specific requirements or procedures

3.6 O&M MANUALS

- A. CC Review and Approval: Prior to Owner training and Substantial Completion, the CC will review the Operation and Maintenance (O&M) manuals, documentation, “redline” as-builts, and warranty information for all commissioned systems. Deficiencies will be communicated to UF and the A/E for consolidation with other review comments and resolution/correction by the Builder.
- B. CC-specific or project-specific requirements or procedures
- C. CC-specific or project-specific requirements or procedures

3.7 SYSTEMS MANUAL

- A. The CC facilitates and coordinates the development of the Systems Manual and its contents, but the A/E, Owner, Builder, and subcontractors shall actively participate in the development of this manual. Specific Builder and subcontractor deliverables and responsibilities include, but are not limited to:

- (1) Equipment start-up, shutdown, and restarting instructions (*mechanical, BAS, and electrical subcontractors*).
 - (2) As-built single-line diagrams for all commissioned systems (*mechanical, BAS, and electrical subcontractors*).
 - (3) Record documents of Building Automation System, including Sequences of Operation, a list of as-built set points, descriptions of set point purpose(s), recommended adjustable ranges, and reset schedules (*BAS subcontractor*)
 - (4) Building automation logic flow diagram or code flow diagram (*BAS subcontractor*).
 - (5) Trending checklist with a list of all points trended, including sample rates (*BAS subcontractor*).
 - (6) Recommended re-commissioning interval, including set-points assessment, operational schedule assessments, and testing schedules (*BAS subcontractor*).
 - (7) Equipment manufacturer's recommended schedule and instructions for recalibration of sensors, transmitters, and actuators (*mechanical, BAS, and electrical subcontractors*).
 - (8) List of diagnostic tools for systems commissioned to maintain efficient operation of the equipment and system (*mechanical, BAS, and electrical subcontractors*).
- B. CC-specific or project-specific requirements or procedures
- C. CC-specific or project-specific requirements or procedures

3.8 (other Part 3 Cx requirements ... if any)

- A. CC-specific or project-specific requirements or procedures
- B. CC-specific or project-specific requirements or procedures
- C. CC-specific or project-specific requirements or procedures

END OF SECTION

Exhibit 2: Work Order (Sample)

WORK ORDER, NOTICE TO PROCEED

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR: _____

CONTRACTOR'S ADDRESS: _____

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, set out in the certain Agreement of _____ between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days of this Work Order with Final Completion occurring _____ (____) calendar days after Substantial Completion.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a fixed fee basis
- (b) The Contractor shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____). In no event shall the Contractor be paid more than the Fixed Fee Amount.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any Services by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

WORK ORDER NO: _____

CONTRACTOR:

Witness

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

ALACHUA COUNTY, FLORIDA:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 2A: Work Order Amendment (Sample)

AMENDMENT # _____
 NTP/Project # _____
 Date Issued: _____
 Professional: _____
 Invoicing Reference # _____
 Contract Manager: _____
 Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: _____ (_____ days after issuance of
 this Work Order)
 New Completion Date: _____ (_____ days after issuance of
 this Work Order)
 Not valid until signed by County

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit 3: Pricing Schedule

**ITB20KO-109 JOB ORDER CONTRACTING - ELECTRICAL CONTRACTORS
LOT 1 - GAINESVILLE**

LIST OF UNIT PRICES			
ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	Dollars
1710	CLEANING		
1711	STRIPPING OF VINYL FLOORING AND APPLICATION OF 3 COATS OF HIGH QUALITY COMMERCIAL FLOOR POLISH; L/M	S.F.	\$ 0.18
1712	FINAL CLEANING PER SPECIFICATIONS	S.F.	\$ 0.01
1760	INSTALLED CONSTRUCTION PROTECTION		
1761	TEMPORARY 2 X 4 AND ½" PAINTED PLYWOOD PARTITION; L/M	S.F.	\$ 1.25
1762	ORANGE PLASTIC GRID BARRIER W/ SUPPORT DEVICES; L/M	L.F.	\$ 0.01
2210	DEMOLITION		
2111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	\$ 0.01
2112	DUMP FEES	TON	\$ 0.01
2127	DEMOLITION OF EXPOSED CONDUIT/WIREMOLD & WIRE; L/	L.F.	\$ 0.28
2128	REMOVAL OF 2' X 4' FLUORESCENT LIGHT FIXTURE FROM SUSP. ACOUST. CEIL'G; L/	EACH	\$ 36.50
2129	REMOVAL OF INCANDESC. LIGHT FIXTURE FROM PLASTER OR DRYWALL CEIL'G; L/	EACH	\$ 36.50
13850	DETECTION AND ALARM		
13851	RELOCATE EXISTING HEAT OR SMOKE DETECTOR (WITHIN 15' OF EXISTING LOCATION), INCLUDING CERTIFICATION; L/M	EACH	\$ 34.36
13852	SIMPLEX MAPNET II PHOTOELECTRIC SMOKE DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	\$ 112.52
13853	SIMPLEX RATE OF RISE HEAT DETECTOR, INCLUDING CERTIFICATION; L/M	EACH	\$ 85.82
13854	COMBINATION HORN AND STROBE DEVICE, INCLUDING CERTIFICATION; L/M	EACH	\$ 133.30
15900	CONTROLS		
15901	RELOCATE THERMOSTAT - PNEUMATIC L/M	L.F.	\$ 1.19
15902	RELOCATE THERMOSTAT - ELECTRICALLY WIRED; L/M	L.F.	\$ 1.52
15903	REPLACE EXISTING THERMOSTAT WITH JOHNSON T-4000; L - (Installation of appropriate device)	EACH	\$ 34.76
16120	WIRE & CABLE		
16121	1/2" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 0.43
16122	3/4" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 0.68
16123	1" E.M.T. IN NEW CONSTRUCTION; L/M	L.F.	\$ 1.25
16124	#8 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.26

16125	#10 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.16
16126	#12 WIRE PULLED INTO CONDUIT; L/M	L.F.	\$ 0.15
16130	OUTLET BOXES		
16131	SINGLE SWITCH/ OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	\$ 4.72
16132	DOUBLE SWITCH/OUTLET CONDUIT BOX WITH CONNECTION; L/M	EACH	\$ 6.79
16133	ROUGH-IN ELECT. "J" BOX FOR LIGHT FIXTURE; L/M	EACH	\$ 4.54
16134	ROUGH-IN ELECT. "J" BOX FOR ELECTRICAL JUNCTIONS; L/M	EACH	\$ 4.54
16135	PLASTER RING IN 5/8" DRYWALL FOR DATA, PHONE OUTLET, SWITCH, ETC; L/M	EACH	\$ 2.56
16136	3/4" FLEXIBLE CONDUIT FROM ELECT. "J" BOX TO DEVICE BOX; L/M	EACH	\$ 3.00
16140	SWITCHES AND RECEPTACLES		
16141	1-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	\$ 4.62
16142	3-WAY ELECTRICAL SWITCH IN WIREMOLD, SURFACE MOUNT BOX WITH COVER; L/M	EACH	\$ 6.47
16143	1-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 4.00
16144	3-WAY ELECTRICAL SWITCH IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 6.00
16145	DUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	\$ 6.55
16146	QUADRUPLEX OUTLET IN WIREMOLD, SURFACE MOUNT BOX W/ COVER; L/M	EACH	\$ 6.97
16147	DUPLEX OUTLET IN EXISTING CONDUIT BOX W/COVER; L/M	EACH	\$ 4.24
16148	QUADRUPLEX OUTLET IN EXISTING CONDUIT BOX W/ COVER; L/M	EACH	\$ 4.49
16149	SURFACE MOUNTED WIREMOLD RACEWAY; L/M (800 series)	L.F.	\$ 2.48
16150	PANELBOARDS		
16151	200 AMP 120/208 Volt Interior panelboard, 42 pole, Main Lugs Only, 3 Phase	EACH	\$ 224.00
16152	200 AMP 120/208 Volt Interior Disconnect Switch, 3 Pole, 3 Phase Heavy Duty, Fused. w/Fuses	EACH	\$ 627.00
16153	200 AMP, 277/480 Volt Interior Disconnect Switch, 3 Pole, 3 Phase Heavy Duty, Fused. w/Fuses	EACH	\$ 657.00
16154	4" PVC U/G CONDUIT If trenched 24"	L.F.	\$ 13.00
16155	6" PVS U/G CONDUIT If trenched 36"	L.F.	\$ 18.99
16510	LIGHTING FIXTURES		
16511	12" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 70.00
16512	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 75.00
16513	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 80.25

16514	24" X 48" RECESSED PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 76.18
16515	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP & 6 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 47.47
16516	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS & 12 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 63.43
16517	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS & 18 CELLS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M		\$ 80.25
16518	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PARABOLIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS & 24 CELLS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 138.60
16519	12" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 1 T-8 LAMP, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 62.97
16520	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 2 T-8 LAMPS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 65.90
16521	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 3 T-8 LAMPS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 68.92
16522	24" X 48" SURFACE MOUNT (ON GWB/PLASTER) PRISMATIC FLUORESCENT FIXTURE W/ 4 T-8 LAMPS, 2 BALLASTS, LITHONIA OR EQUAL; 120 OR 277 VOLT; L/M	EACH	\$ 82.59
16523	7" DIAM. RECESSED FLUORESCENT DOWNLIGHT W/ 2 - 9 WATT DL COMPACT FLUORESCENT LAMPS; L/M (Layin ceiling)	EACH	\$ 68.71
16524	EXIT SIGN WITH VOLTAGE SURGE PROTECTOR, COMPUTER POWER, INC. "ILLUMINATOR - XD" SERIES; L/M	EACH	\$ 153.51

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

ITEM	HOURLY LABOR (ELECTRICAL CONTRACTOR)	UNIT	
0001	SUPERINTENDENT	HOUR	\$ 70.00
0002	ELECTRICIAN	HOUR	\$ 60.00
0003	ELECTRICIAN'S HELPER (APPRENTICE)	HOUR	\$ 35.00
0004	LABORER	HOUR	\$ 25.00

Exhibit 4: Insurance

**TYPE "A" INSURANCE
REQUIREMENTS "ARTISAN
CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave S, 5th Floor St. Petersburg FL 33701	CONTACT NAME: PHONE (A/C No. Ext): 727-522-7777		FAX (A/C, No): 727-521-2902	
	E-MAIL ADDRESS: certificates@w3ins.com			
INSURED Base 3, LLC dba Gibson Electric 2695 NW 4th St Ocala FL 34475	FACIPER-01	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Ins. Co.		16535
		INSURER B: American Guarantee & Liability Ins. Co.		26247
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1256215997

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO047105001	5/22/2022	6/22/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP047105101	5/22/2022	6/22/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 100,000
							BODILY INJURY (Per accident)	\$ 300,000
							PROPERTY DAMAGE (Per accident)	\$ 50,000
							PIP	\$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			SXS975636601	5/22/2022	6/22/2023	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alachua County Board of County Commissioners is additional insured on a primary and non-contributory basis with respect to General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy. Alachua County Board of County Commissioners is additional insured on a primary and non-contributory basis with respect to Auto Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners Risk Management 12 SE 1st Street 3rd Floor Gainseville FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ZURICH®

Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 0471051-01

Effective Date: 05/22/2022

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law:
 - (1) Any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including
 - (2) Those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you,
 provided the "accident" arises out of operations governed by such contract or agreement.

This applies only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in driver safety program events. This includes events such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in driver safety program events. This includes events such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

D. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

E. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

F. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

G. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

H. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

I. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

J. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

K. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

L. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. (1)** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to:
 - (a)** You (if you are an individual);
 - (b)** A partner (if you are a partnership);
 - (c)** A member (if you are a limited liability company); or
 - (d)** An executive officer or insurance manager (if you are a corporation).

The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

(2) Include, as soon as practicable:

- (a) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (b) The "insured's" name and address; and
- (c) To the extent possible, the names and addresses of any injured persons and witnesses.

(3) If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Autos Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0471050-01	05/22/2022	05/22/2023	06/22/2023	84420000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: FACILITY PERFORMANCE, LLC

Address (including ZIP Code):

2695 NW 4TH ST

OCALA, FL 34475-6038

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	CONTACT NAME: Robin Simmons PHONE (A/C, No, Ext): (352) 732-5010 E-MAIL ADDRESS: Robin.Simmons@bbrown.com	FAX (A/C, No): (352) 732-5344	
	INSURER(S) AFFORDING COVERAGE INSURER A: FFVA Mutual Insurance Co.		NAIC # 10385
INSURED Base 3 LLC dba Gibson Electric 2695 NW 4th Street Ocala FL 34475	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** Base 3 LLC**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC84000356792023A	05/22/2023	05/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Work Comp covers employees hired in Florida, Georgia, North Carolina and South Carolina. The Work Comp policy contains a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners Risk Management 12 SE 1st Street 3rd Floor Gainesville FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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