

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
BALANCED MECHANICAL & PLUMBING SERVICES, LLC
FOR ON-CALL MECHANICAL SERVICES, NO. 14169**

This Agreement (referred 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 Balanced Mechanical & Plumbing Services, LLC, a Florida limited liability company 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 mechanical 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 processes 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 Mechanical Contractor services to the University of Florida following a competitive procurement process completed by the University (Invitation to Bid, FY24-ITB-009), a copy of which incorporated herein and attached hereto as **Exhibit 1** (the “UF Agreement”); 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 mechanical 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 all materials, supplies, equipment, supervision, and labor necessary for Mechanical 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, new construction, renovation, remodeling, consultation, troubleshooting, installation, replacement, modification, upgrade, alteration, fabrication, extension, maintenance and repair of any interior or exterior HVAC system equipment, and components thereof, including, but not limited to: packaged cooling units; power ventilators; ductwork (as limited by license), grilles, registers and diffusers; pneumatic controls; cooling towers; chilled/hot water piping; rigging; air handlers; balancing of systems; mechanical system; split system heat pumps, straight cool and self-contained; unit ventilators; oil/gas furnaces; pumps; variable frequency drives; chillers and all related equipment; and, cast iron sectional and tube type boilers and all related equipment including

controls. As part of the services, the Contractor shall have the ability to accurately analyze and troubleshoot HVAC systems using current diagnostic equipment and shall also be responsible for refrigerant handling. Overall Services are those commonly encountered in the mechanical trade, and other mechanical related services referenced in the UF Agreement, attached hereto as **Exhibit 1** (FY24-ITB-009).

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) 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, apply to the “Contractor”. References in or attachments to the UF Agreement regarding the provisions of UF Design Standards and the provisions for Inspections and Test, Security, Game Weekends, Signage, Waste Reporting, and UF Building Permits in Non-Technical Specifications Division 1 referenced 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 Contractors 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**. 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) 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 in an amount up to \$200,000.00. A Work

Order greater than \$200,000 shall be presented to the Board of County Commissioners for approval.

- 3) 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.
- 4) 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.
- 5) 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:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour/

\$19.00 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) 384-3132 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:

Balanced Mechanical & Plumbing
Services, LLC
1865 NE Jacksonville Rd
Ocala, FL 34470
rboyer@balancedmech.com

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

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.

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

License No.: CMC1250649

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: _____

Mary C. Alford, 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

{Copy attached and incorporated herein FY24-ITB-009 UF Agreement with Balanced Mechanical & Plumbing, Inc for Small Minor Mechanical Non-Tech Specs }



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

November 27, 2023

Balanced Mechanical & Plumbing Services
Robert Boyer
1865 NE Jacksonville Road
Ocala, FL 34470
rboyer@balancedmech.com

Dear Robert,

Balanced Mechanical & Plumbing Services has been awarded FY24-ITB-009 Small Minor Projects – Mechanical Contractors. The initial contract term is December 1, 2023, through November 30, 2024, with the option to renew the contract for three (3) additional one (1) year periods upon mutual acceptance by both parties.

Your Contract will consist of the Purchase Order for an individual project 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 in the Bid Documents. Pricing for any projects quoted under this contract shall not exceed the pricing submitted with your bid.

Please indicate your acceptance by signing below and returning to me at kolitsk@ufl.edu no later than November 30, 2023.

Sincerely,

Karen Olitsky
Procurement Manager

Signature

Robert M. Boyer

Printed Name

President

Title

11/30/23

Date

Small Minor Projects - Mechanical Contractors

The purpose of this contract is to simplify and expedite the execution of small mechanical construction projects at the UF Gainesville Campus, St. Augustine properties, and IFAS facilities.

Open	10/2/2023 12:00 PM EDT	Type	Invitation To Bid
Close	11/1/2023 3:00 PM EDT	Number	FY24 -ITB-009
		Currency	US Dollar

Contacts

Karen Olitsky

kolitsk@ufl.edu

Phone +1 352-294-1163

Commodity Codes

None Added

Description

INTRODUCTION

The purpose of this contract is to simplify and expedite the execution of small mechanical construction projects at the University of Florida Gainesville Campus, St. Augustine properties, and IFAS research facilities and extension services in every county in the State of Florida. The intent of this contract is to establish a pool of Mechanical 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).

This contract will be effective from December 1, 2023, through November 30, 2024, with an option to renew the contract for three (3) additional one-year periods if acceptable by both parties.

Contract award will be made to a pool of Mechanical Contractors who have best complied with the qualifications and have the lowest pricing, both described later in this Bid Document. It will be up to the discretion of the University which of the awarded 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 any project.

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.

A single point of contact for each awarded contract will be required. Phone number 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.

SCHEDULE OF EVENTS


ITB Release: 10/2/2023


[Non-mandatory Virtual Pre-bid Meeting](#): 10/12/2023 at 2:00 PM

Contractor Questions Due: 10/19

ITB Closes (Bids Due): 11/1 at 3:00 PM

Bid contents will not be reviewed at the bid opening. 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.

 Required to View Event

 Required to Enter Bid

Prerequisites

There are no Prerequisites added to this event.

Buyer Attachments

1. [Electronic Submission Instructions.docx](#)
2. [Small Minor Mechanical Non-Tech Specs.pdf](#)

Group 1: General

Instructions:

- 1.1 Contractor certifies 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. ★
- 1.2 Contractor agrees to abide by all terms and conditions contained in the Bid Documents and I certify that I am authorized to sign this bid for the Contractor and that the Contractor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. ★
- 1.3 Provide Contractor's primary contact's name, phone and email address. ★
- 1.4 List of service areas (cities and/or counties) in Florida. ★

Group 2: Qualifications

Instructions:

- 2.1 Proof of applicant's Class A Air-Conditioning Contractor (CA) license or Mechanical Contractor (CM) license in good standing. ★
- 2.2 Proof of Insurance. General Liability at least \$1,000,000.00 per occurrence with UF named additional insured. Automobile liability at least \$500,000 per occurrence with UF named additional insured. Worker's Compensation Chapter 440, Florida Statutes. ★
- 2.3 References: List and briefly describe three (3) projects of similar complexity described in the General Description of Projects (Item 1.1 of the Non-Technical Specifications) that have been completed within the last three (3) years. Include location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners. ★
- 2.4 Provide a statement confirming past participation or willingness to discuss participation in UF's Mentor Protégé Program.

Product Line Items

★ Product Line Items

1 Regular Time Hourly Rates

#	Item Name, Commodity Code, Description	★	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Controls Technician (Regular Time)	★		1	HR - Hour	
P2	Journeyman HVAC Mechanic (Regular Time)	★		1	HR - Hour	
P3	Apprentice HVAC Mechanic (Regular Time)	★		1	HR - Hour	
P4	HVAC Trades Helper (Regular Time)	★		1	HR - Hour	

2 Nights/Weekends Hourly Rates

#	Item Name, Commodity Code, Description	★	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Controls Technician (Nights/Weekends)	★		1	HR - Hour	
P2	Journeyman HVAC Mechanic (Nights/Weekends)	★		1	HR - Hour	
P3	Apprentice HVAC Mechanic (Nights/Weekends)	★		1	HR - Hour	
P4	HVAC Trades Helper (Nights/Weekends)	★		1	HR - Hour	

3 Materials Markup

#	Item Name, Commodity Code, Description	★	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Materials Markup Percentage	★		1	P1 - Percent	

Service Line Items

★ Service Line Items

There are no Items added to this event.

FY24-ITB-009 SMALL MINOR PROJECTS – MECHANICAL CONTRACTORS
NON – TECHNICAL SPECIFICATIONS

1.1 GENERAL DESCRIPTION OF PROJECTS:

Typical projects assigned under this contract may include new construction, renovation, remodeling, consultation, troubleshooting, installation, replacement, modification, upgrade, alteration, fabrication, extension, maintenance and repair of any interior or exterior HVAC system equipment, and components thereof, including, but not limited to: packaged cooling units; power ventilators; ductwork (as limited by license), grilles, registers and diffusers; pneumatic controls; cooling towers; chilled/hot water piping; rigging; air handlers; balancing of systems; mechanical system; split system heat pumps, straight cool and self-contained; unit ventilators; oil/gas furnaces; pumps; variable frequency drives; chillers and all related equipment; and, cast iron sectional and tube type boilers and all related equipment including controls. As part of services, respondent shall have the ability to accurately analyze and troubleshoot HVAC systems using current diagnostic equipment and shall also be responsible for refrigerant handling. Projects may be located on the University of Florida main campus, St. Augustine historic buildings, or at other UF and IFAS facilities throughout the State of Florida. The maximum per-project construction cost is \$200,000.00. Contractor 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.

1.2 NON-MANDATORY PRE-BID CONFERENCE:

A Non-Mandatory Pre-Bid Conference will be held virtually on October 12, 2023, at 2:00 PM, at <https://ufl.zoom.us/j/91659082935>, for the purpose of considering questions posed by respondents for interested parties. Attendance is strongly encouraged.

1.3 QUALIFICATION OF BIDDERS:

- A. For the purpose of determining qualification of bidders, bid response should include the following documentation:
1. Proof of bidder's Class A Air-Conditioning Contractor (CA) license or Mechanical Contractor (CM) license in good standing, pursuant to Section 489, Florida Statute.
 2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.
 - a. General Liability \$1,000,000.00 per occurrence – UF must be named additional insured
 - b. Automobile liability at least \$500,000 per occurrence – UF must be named additional insured
 - c. Worker's Compensation – per Chapter 440, Florida Statutes
 3. References: List and briefly describe three (3) projects of similar complexity described above in 1.1 that have been completed within the last three (3) years. Include location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners.
 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 the Hourly Labor Rates.

Controls Technician shall have the knowledge, skills and ability to correctly and efficiently perform work in the installation, maintenance, modification, overhaul, service and repair of various types of HVAC control systems, specifically Johnson Controls or Siemens or Automated Logic Controls. It shall be required that *Controls Technician* meet the following minimum training requirements, experience and certification.

- Minimum 5 years of experience of “hands on” field experience working within the HVAC trade;
- Minimum 2 years of experience of “hands on” field experience maintaining, repairing, installing and calibrating instrumentation and programs of energy management control systems and associated direct digital control network devices in central plants and buildings.

Journeyman HVAC Mechanic shall have the knowledge, skills and ability to correctly and efficiently perform work in the installation, maintenance, modification, overhaul, service and repair of various types of heating, ventilating, and air conditioning systems and equipment. It shall be required by *Journeyman Mechanic* meet the following minimum training requirements, experience and certification:

- Competency Card (Journeyman) issued by a recognized state or municipal regulatory authority as certification of qualifications. Card shall be current;
- Comprehensive knowledge of, and minimum five (5) years continuous “hands-on” field experience working within the HVAC trade;
- EPA Certified;
- Class attendance and certification (as applicable) in the operation, service and maintenance of type or similar HVAC equipment currently represented in District.

As part of qualifications, it shall be required that each *Journeyman Mechanic* have:

- Extensive commercial/industrial work experience;
- Ability to troubleshoot DDC and pneumatic controls as referenced in the scope of this bid;
- Ability to recognize the cause of faulty equipment and make repairs on large complex systems that provide for a variety of air conditioning functions such as heating, cooling, humidifying, dehumidifying, cleaning, filtering, and circulating;
- Considerable knowledge of applicable rules, regulations, and codes governing work;
- Considerable knowledge of the hazards and safety precautions of the work;
- Skill in the use and care of the tools, materials, and equipment of the trade;

It is recognized certain complex HVAC systems may occasionally require the utilization of *Journeyman Mechanics* that have specific manufacturer training and certification. In such case, the Owner reserves the right to require only assigned personnel meeting those qualifications as identified.

Apprentice HVAC Mechanic shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade and shall have a minimum of two (2) years verifiable field experience assisting and working under the direct, onsite and continuous supervision of a *Journeyman HVAC Mechanic*. *Apprentice* shall be currently enrolled and participating in a company, educational, union or trade association sanctioned HVAC 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 HVAC industry. This shall be considered a technical position requiring knowledge and application of standard trade practices.

HVAC Trades Helper shall have a verifiable minimum of six (6) months experience assisting and working under the direct, onsite, and continuous supervision of a *Journeyman HVAC Mechanic*. *Trades Helper* shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade.

5. Participation in the [University of Florida's Mentor Protégé Program](#) as a Mentor or Protégé is strongly encouraged. Provide a statement confirming past participation or willingness to discuss participation in UF's Mentor Protégé Program.

Please Note: No brokerage Contracts will be allowed. There will be no contract issued to "Jobbers" or "Brokers". Bidding Contractor will be the "Working" Contractor.

1.4 PRICING:

Provide an hourly labor rate for each personnel classification described above and percentage markup for materials.

1.5 QUESTIONS AND REQUESTS FOR CLARIFICATION

Contractor questions and requests for clarification related to this ITB should be submitted on the Q&A Board no later than October 19, 2023.

1.6 WITHDRAWAL OF BIDS:

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.

1.7 BID EVALUATIONS:

Bidder's hourly rates will be assigned points. The value of the points will be determined by the number of bids received, with the lowest bidder receiving highest point value and how the hourly rate compares to each corresponding hourly rate submitted by other bidders. If, for example, four bids are received, the maximum number of points given to each hourly rate category will be four points to the lowest bidder. The next lowest hourly rate in that category will be assigned three points, and so on, down to the highest hourly rate which will be assigned one point. Hourly rates answered by "no charge" (N/C) or Zero dollars (\$0.00) will be assigned the highest number of points. Hourly rates answered by "not available" (N/A) or No Response (left blank) will be given no points. It is to your advantage to fill in every line item.

1.8 AWARD OR REJECTION OF BIDS:

- A. The contract, if awarded, will be awarded to the responsible and responsive bidders who have best complied with the qualifications described in 1.3, and has the highest point score as described in 1.7.
- 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 this bid will allow UF to enter into a contract with a pool of Contractors to provide minor mechanical construction services over the contract period. Each project will have a value of less than

\$200,000.00.

- C. After award, it will be up to the discretion of the University which of the awarded Contractors will be selected to quote individual projects under this contract. Award does not guarantee work.

1.9 ESTIMATED ANNUAL CONTRACT VALUE:

There is no guarantee as to the annual construction amount that the Contract, if awarded, will result in.

1.10 EXECUTION OF AGREEMENT:

- A. The Contract will be a Purchase Order for an individual project 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. A valid certificate of insurance as described in 1.3.A.2 above, shall be provided to and approved by UF Procurement Services before a Purchase Order will be issued.

1.11 UNBONDED CONSTRUCTION CONTRACTS/PROJECTS:

- A. On all construction projects where a performance and payment bond are not required to be provided, the following procedures shall be followed to ensure that laborers, materialmen and subcontractors performing work in University projects receive the payments due to them from the contractor.

The contractor, before beginning work or within two workdays, thereafter, shall post in a conspicuous place on the project site the following notice:

"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, (name of facilities office), (address), Gainesville, Florida, 32611, 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.

1.12 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, 2024, 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 Mechanical as determined by Owner in its sole and absolute discretion. To renew this contract, Owner shall so notify the Mechanical Contractor at least thirty (30) days prior to the date the original term or renewal term expires, as applicable.

1.13 RELATED SECTIONS

- A. Other documents affecting the work include, but are not necessarily limited to, the following:
1. General Terms and Conditions
<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/GTC.pdf>
 2. Division 0 Non-Technical Specifications
<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div0NonTechSpecs.pdf>
 3. Division 1 Non-Technical Specifications
https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div1_NonTech_Specs_SEPT_2020.pdf
 4. UF Design and Construction Standards
<https://facilities.ufl.edu/projects/forms-standards/design-construction-standards/>
 5. Standards, Policies, Regulations, Forms, Guides, Inspection & Closeout and References
<https://facilities.ufl.edu/projects/forms-standards/>
- a. Other Forms:
- Dig Permits: <https://www.facilitieservices.ufl.edu/departments/utilities/dig-permits/>
 - Building Codes Enforcement Inspections: <https://www.ehs.ufl.edu/departments/facility-support-services/building-codes-enforcement/inspections/>
 - Fire Plan Review and Inspection: <https://www.ehs.ufl.edu/departments/facility-support-services/fire-safety/>

END OF SECTION

PROJECT ORDER SYSTEM

2.1 DESCRIPTION:

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.

2.2 SEQUENCE:

- A. The UF Project Manager, as the Owner's representative, having previously ascertained project scope from end 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 Mechanical Contractor will respond to the UF Project Manager, within the time specified, preferably with a computerized (or typed) quotation. The quote will include a labor and material breakdown, including hourly rates for labor and materials markup, not more than the rates submitted with the contractor's bid.
 4. If subcontractors are involved, the contractor will provide documentation as described below with their quotation.
 - a. If the Mechanical Contractor subcontracts, they must show evidence to the UF 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 Mechanical 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 Mechanical 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 Mechanical 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:
 - I. 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
 - IV. 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 the invoice to the UF Projects Manager. The invoice shall contain a detailed description of work (including separate line items for materials and labor), scheduled values for materials and labor and percentages contained herein. UF reserves the right to require additional documentation prior to paying any invoice. Additional documentation may include, but is not limited to, subcontractor invoices, materials invoices, Facilities Services and/or EHS inspection reports and permits.

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.

00810 Vendor Diversity

- 1.1 The University of Florida is an equal opportunity institution and, as such, encourages the use of small businesses, woman-owned businesses, and minority-owned businesses in the provision of construction-related services. Such businesses should have a fair and equal opportunity to compete for dollars spent by the University of Florida to procure construction-related services. Competition ensures that prices are competitive and a broad vendor base is available.
- 1.2 The Builder shall use good faith efforts to ensure opportunities are available to small, woman-owned, and minority-owned businesses on the Project.
- 1.3 Contact the UF Division of Small Business and Vendor Diversity Relations for more information.

END OF SECTION

00811 Federally Funded Projects

NOTE TO AUTHOR: Include this section only if project includes Federal funding. Edit/tailor as needed to comply with all project-specific Federal requirements.

1.1 Buy American Act Compliance

- A. Builder shall comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as the "Buy American Act"). The recipient should review the provisions of the Act to ensure that expenditures made under this award are in accordance with it.
- B. It is the sense of the Congress of the United States that only American-made equipment and products should be purchased with financial assistance provided under this award.

1.2 Davis-Bacon Wages

- A. The Builder and all subcontractors shall comply with the provisions of the Davis-Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor Regulation (29 CFR). Under this Act, Builders are required to pay wages to laborers and mechanics at a rate not less than the minimum rates in the wage determination. A current wage determination will be issued, if required, during bidding.
- B. Builder shall provide certified copies of weekly payroll indicating the Davis-Bacon job classification and that wage rates are those in effect at the time the work is performed.

1.3 Records

- A. The Builder agrees to allow duly authorized representatives of the Owner, the Department of Community Affairs, the Auditor General of the State of Florida, U.S. Department of Energy, or the Comptroller General of the United States access to any books, documents, paper and records of the Builder which are directly pertinent to this Contract for the purpose of making audits, excerpts, and examinations.
- B. The Builder shall retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

1.4 Environmental and Energy

- A. Builder shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) for contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.

- B. Builders and all subcontractors are subject to the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with The Energy Policy and Conservation Act (Pub. L. 94-163).
- C. Builder shall not use as a replacement any equipment which uses CFCs (R-11, R-12, etc.) as a refrigerant.

1.5 Equal Employment

Builder shall comply with Executive Order 11246 dated September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 dated October 13, 1967, and supplemented by Department of Labor regulation 41 CFR, Part 60. This applies only to contracts awarded in excess of \$10,000.

1.6 Notice and Assistance Regarding Patent, Technical Data, and Copyright Infringement

- A. The Builder shall report to the Owner and Architect, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Builder has knowledge.
- B. In the event of any claim or suit against the Owner on account of an alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Builder shall furnish to the Owner all evidence and information in possession of the Builder pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Owner except where the Builder has agreed to indemnify the Owner.
- C. The Builder agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services, including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services.

1.7 Miscellaneous Provisions

- A. The Builder and all subcontractors are subject to the provisions for compliance with the Copeland Anti-Kick Back Act (18 USC 874) as supplemented in 29 CFR, Part 3.
- B. Builder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). This applies to all construction contracts in excess of \$2,000.
- C. Builder and subcontractors shall certify they are not subject to debarment, suspension, ineligibility, and voluntary exclusion for all lower tier covered transactions exceeding \$25,000.

- D. The Builder shall report to the Owner and Architect, promptly and in reasonable written detail, any direct royalty payments made to facilitate the grant work called for in this Contract.
- E. The Builder agrees to indemnify the Owner, and its agents, and employees against liability, including costs and expenses, for infringement upon any United States patent arising out of performing this contract or out of the use or disposal by or for the account of the Owner of supplies furnished or work performed under this contract.

END OF SECTION

00842 Safety Requirements

1.1 Health and Safety Requirements

- A. Builders shall ensure that all activities carried out on behalf of the University or on University property are in compliance with all applicable Federal, state and local regulations (OSHA, EPA, FDEP) pertaining to worker and site safety.
- B. The Builder shall have a written health and safety program that outlines safe work practices and procedures expected to be followed by workers and shall have it available for review by the University's project manager or by representatives of the Environmental Health and Safety division upon request. Project managers and superintendents/supervisors shall have obtained an OSHA 30-hour Construction Safety Outreach Training card within 5 years of the date of the applicable project. The Builder is solely responsible for ensuring that all workers have received any required safety-related training. Training documentation shall be made available for review upon request.
- C. The Builder shall have a competent person or persons as defined by OSHA 29CFR1926.32(f) on the job site to monitor hazardous work activities such as, but not limited to, crane operations, electrical safety, excavations, fall protection, scaffolding, and confined space entry.
- D. The Builder shall have an updated Safety Data Sheet (SDS) for all chemical products used on the job site. The SDSs shall be readily accessible to all project workers and to University staff on request. If the use of any chemical product has the potential for harmful exposure to University of Florida staff, students or visitors, UF Environmental Health and Safety (EH&S) shall be notified and exposure controls will be discussed prior to the use of that chemical product.

1.2 Hazardous Substances

Refer to the General Terms & Conditions.

1.3 Trench Safety Act

It is the responsibility of the Builder to comply with F.S. 553.60.

END OF SECTION

00902 Public Entity Crimes

- 1.1 Per F.S. 287.133, any person or affiliate who has been placed on the convicted vendor list by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services – including construction, repairs, or leases – and may not be awarded or perform work as a contractor (Builder), supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

END OF SECTION

00903 Asbestos

1.1 Background

Asbestos is a confirmed human carcinogen that was previously used in many different types of building materials. It is important to note that asbestos in an undisturbed state is not considered hazardous. Due to the potential hazards associated with asbestos exposure if the material becomes airborne, Federal and State regulations are in place to control activities impacting asbestos containing materials. Various asbestos products can still be found in University of Florida buildings.

1.2 Surveys

- A. An asbestos survey meeting the requirements of Federal and State regulations shall be completed prior to the commencement of any renovation, remodeling, or demolition project involving a University-owned building, a component of a University-owned building, or a building scheduled to be purchased by the University. A survey is required regardless of the age of the building. Asbestos surveys must be conducted by a Florida Licensed Asbestos Consultant (LAC) or their appointed representative.
- B. All surveys are required to be submitted to EH&S for review prior to the start of a construction project. EH&S reserves the authority to reject a survey based on incomplete content or failure to follow regulatory requirements.
- C. A limited survey, based on a review of the project scope of work, may be authorized by UF Environmental Health and Safety (EH&S).
- D. A copy of the completed asbestos survey must be kept on site for the duration of a construction project.

1.3 Asbestos Removal

- A. Any removal or altering of asbestos containing material must be completed by a licensed asbestos abatement contractor.
- B. Asbestos-containing roofing may be removed by a State-certified or registered roofing contractor provided that all removal activities are performed under the direction of an onsite roofing supervisor. The supervisor must remain on site at all times while removal activities are taking place. The supervisor is required to have completed an approved asbestos roofing course prior to engaging in the removal of asbestos containing roofing materials, and copies of training documentation shall be provided to EH&S before job commencement.
- C. All activities involving the removal of asbestos containing materials require the submission of an Asbestos Project Notification Form (APNF) to Environmental Health and Safety at least ten days prior to the start of an asbestos project.

- D. The asbestos abatement contractor or demolition contractor actually performing the work is responsible for submitting an additional notification to the designated regulatory authority, typically either the Florida Department of Environmental Protection or the Florida Department of Business and Professional Regulation.

END OF SECTION

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 contaminates, 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								MISC. (tons)
		Paper and Cardboard (tons)	Concrete, Asphalt, Masonry (tons)	Comingled Cans & Bottles (tons)	Land Clearing Debris (tons)	Pallets (tons)	Wood (tons)	E-Waste (tons)	MISC. (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
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.										

Total Recycled Tons **0.00**

Total Waste Tons **0.00**

Percent Recycled **#DIV/0!**

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

DocuSigned by:
Robert Boyer
By: _____
CA456A76165F455...
Signature

Printed Name: Robert Boyer _____

Title: President _____

Date: 2/13/2024 _____

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

	Item Description	Catalog Number	Quantity	Unit Price
	P1.4 HVAC Trades Helper (Regular Time)		1	55.00
	P1.2 Journeyman HVAC Mechanic (Regular Time)		1	90.00
	P1.3 Apprentice HVAC Mechanic (Regular Time)		1	70.00
	P2.4 HVAC Trades Helper (Nights/Weekends)		1	82.50
	P2.3 Apprentice HVAC Mechanic (Nights/Weekends)		1	105.00
	P3.1 Materials Markup Percentage		1	20.00
	P1.1 Controls Technician (Regular Time)		1	140.00
	P2.1 Controls Technician (Nights/Weekends)		1	210.00
	P2.2 Journeyman HVAC Mechanic (Nights/Weekends)		1	135.00

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

AGENCY CUSTOMER ID: 00053865

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY LassiterWare LLC		NAMED INSURED Balanced Mechanical Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Qualifier: Robert Boyer License #CMC056944
Qualifier: Robert Boyer License #CMC1250649
Qualifier: Robert Hampton License #CFC1426507

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

- 1. A land motor vehicle;
- 2. A trailer; or
- 3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2023

Policy No. WC840-0808340-2023A

Endorsement No.

Insured Balanced Mechanical Services, LLC

Premium

Insurance Company FFVA Mutual Insurance Company

Countersigned by Mitchell Wilg

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

a. Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- (1) You do not own;
- (2) Which is not registered in your name; or
- (3) Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

b. Exclusions

With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - 1) That are, or are contained in any property that is:
 - a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - b) Otherwise in the course of transit by you or on your behalf; or
 - c) Being disposed of, stored, treated or processed into or upon the "auto";
 - 2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - 3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2** and **(3)(a)3** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (b)** Any loss, cost or expense arising out of any:
- 1)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- (4)** "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (a)** War, including undeclared or civil war;
 - (b)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (5)** "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of

liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (a)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (b)** That the insured would have in the absence of the contract or agreement.
- (6)** "Property damage" to:
- (a)** Property owned or being transported by, or rented or loaned to any insured; or
 - (b)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- (7)** **(a)** "Bodily injury" to:
- 1)** An "employee" of the insured arising out of and in the course of employment by the insured; or
 - 2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1**.
- (b)** This exclusion applies:
- 1)** Whether the insured may be liable as an employer or in any other capacity; and
 - 2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (c)** This exclusion does not apply to:
- 1)** Liability assumed by the insured under an "insured contract".
 - 2)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- c. Who Is An Insured**
With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.
SECTION II - WHO IS AN INSURED
(1) Each of the following is an insured with respect to this coverage.

- (a) You.
 - (b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (c) Your members if you are designated in the Declarations as a limited liability company.
 - (d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- (2) None of the following is an insured:
- (a) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - 1) Such person; or
 - 2) Any partner or "executive officer" of yours or a member of his or her household; or
 - 3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
 - (c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
 - (d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
 - (e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. Additional Definitions

The following definition applies to only this coverage.

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- (1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
- (a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
 - 1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
 - 2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

(1) SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions is

amended. The following exclusion is added. This insurance does not apply to:

Americans With Disabilities Act (ADA) "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
- (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
- (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
 - (a) Facilities used as, or designated or constructed for use as places of public accommodation;
 - (b) Facilities used as, or designated and constructed for use as a commercial facility;
 - (c) Telecommunication systems;
 - (d) Telephones;
 - (e) Internet;

(f) Websites; or

(g) Televisions.

(2) SECTION V - DEFINITIONS is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event

Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;

- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,

Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
 - (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
 - a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
 but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - b. This provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
 - SECTION II - WHO IS AN INSURED** is amended. Paragraph **3.** is deleted and replaced by the following paragraph.
 - 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- 11. BLANKET WAIVER OF SUBROGATION**
 - SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us.** When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under SECTION II - WHO IS AN INSURED is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. SECTION III - LIMITS OF INSURANCE is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.