

SECTION 01030 SPECIAL REQUIREMENTS AND PROVISIONS

1.01 Purpose

This specification section provides information regarding the following special subjects:

- A. Procedures for Contract Execution receipt of Notice to Proceed.
- B. Early Occupancy.
- C. Special Provisions
 - 1. Toxic Substance
 - 2. Smoking
 - 3. I.D. Badges
 - 4. Appropriate Attire
 - 5. Fraternalization with staff and students

1.02 Construction Start-Up Administration Procedures

The following sequence of events is generally adhered to in the completion of early contract administration details.

- A. After the Bid opening, the Board requires a period of time for the administrative process of issuing a Notice of Award, i.e., Board consideration and possible approval, Contract preparation, etc.
- B. Upon issuance of a Notice of Award, the Contractor will have 10 days to:
 - 1. Execute the Contract (Construction Contract).
 - 2. Provide Performance and Material Payment Bond.
 - 3. Provide Complete Subcontractor Listing for all subcontracts.
 - 4. Submit Certificate of Insurance and Indemnification Receipt.
- C. After Executing Contract and Prior to Starting Actual Work
 - 1. Begin shop drawing submittal and sample procurement.

2. Submit Construction Schedule within ten (10) days after Notice to Proceed.
 3. Submit Schedule of Values within ten (10) days after Notice to Proceed.
- D. Upon receipt of the Executed Contract and other documents in paragraph 1.02 B above, the Owner will issue a Notice to Proceed.
1. Contract Time starts the day the Notice to Proceed is issued - not the day it is received by the Contractor.
 2. Coordinate closely with the Owner (Facilities Division) to determine date of commencement in the Notice to Proceed.
 3. Extensions of Contract Time will not be granted as a result of the normal administrative delay in actual receipt of the Notice to Proceed unless the Notice to Proceed is significantly delayed.

1.03 Owner's Occupancy

- A. The Contractor shall coordinate his efforts and concentrate his work forces where Contract Documents indicate that certain portions of the Work be completed ahead of others.
- B. Where certain portions of the Work are completed in advance of their scheduled date, the Owner shall reserve the right to take possession.
- C. In either of the two above cases where the Owner desires to take partial possession of a construction project, the following considerations apply:
 1. The taking possession of and use of part of the Work shall not be deemed as acceptance of any work not completed in accordance with the Contract Documents.
 2. The Owner, ARCHITECT/ENGINEER and Contractor shall inspect the particular portion completed to determine its degree of completion prior to use or possession.
 3. A Certificate of Substantial Completion shall be issued by the ARCHITECT/ENGINEER which defines the extent of the portion of work inspected and of

which possession is to be taken or use established and shall establish the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance.

4. The Owner reserves the right to occupy any portion of the space at its discretion under any of the following conditions:
 - (a) Project is past Contract Time without reaching Substantial Completion; or,
 - (b) Space was scheduled for occupancy after date of Substantial Completion.
 - (c) A Certificate of Occupancy has been issued for the occupied space.

If, in the opinion of the ARCHITECT/ENGINEER, the space to be occupied is safe for occupancy but has not reached a level of completion to be judged Substantially Complete, the Owner, at its discretion, may not issue a Certificate of Substantial Completion for the occupied space until such time as the work has reached a level to be considered so.

Should the Owner occupy a portion of the project and the remainder has not reached Substantial Completion in accordance with the Contract requirements, the delay damages to the Owner shall be prorated representing a sum for the total remaining work.

1.04 Special Provisions

A. Toxic Substances:

In accordance with Chapter 87-202, Laws of Florida (CS/HB 8020), all toxic substances on the Florida substance list that are used in the repair, construction or maintenance of educational facilities are subject to certain provisions:

1. The Contractor shall notify the Duval County School Board Facilities Division (Owner) in writing five (5) working days prior to the intended use of the substance.

2. The notification shall contain:
 - a. Name of substance.
 - b. Where substance is to be used.
 - c. When substance is to be used.

B. Smoking:

Smoking is prohibited on school property including all buildings and grounds.

C. I.D.:

I.D. Badges and/or company logos on shirts or hats are required of all Contractors personnel.

D. Attire:

Proper attire shall be worn at all times.

1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
3. Shorts will not be permitted.
4. Proper shoes to insure the individual's safety shall be worn at all times.

E. Fraternalization:

Contractor staff shall not fraternize with school staff or students. Contractor shall not make payments or contributions to School Board staff, Design Professionals or consultants nor impart anything of value in excess of twenty-five (\$25) dollars.

END OF SECTION