



January 30, 2024

Library Restroom/Window Wall System, AA/Life Safety Project – Palatka Campus (RFQ-SJR-12-2023)

ADDENDA No. 1

All items in this Addenda are incorporated into the Contract Documents.

Item #1.

List of attendees at the Pre-Bid Meeting on January 17, 2024, at 9:30 a.m.:

Terry Thomas, St. Johns River State College
Gregg Gunderson, St. Johns River State College
Mike, Canaday, St. Johns River State College
Tom Reynolds, St. Johns River State College
Erik Kasper, Kasper Architects
April Prescott, Scorpio
Liz Stepp, ABBA Construction, Inc.
Rich Dorau, Foresight Construction
Emory Parker, Thomas May Construction

Item #2.

Questions Received after mandatory Pre-Bid Meeting:

Question #1 Per the spec, video recordings of the existing conditions is required. Is this required to be by a professional videographer? Is video documentation a requirement of this project? (Spec/Sheet 01 3233)

Answer #1: The photo/video specifications requirements can be removed from this project.

Question #2 Confirm if independent testing is required for the storefront testing or any other trade. (Spec/Sheet 01 4500)

Answer #2: No testing is required for the storefront testing or other trades in this project.

Question #3: Confirm if the temp facilities: job trailer, computer, phone line, etc. as described in section 2.2 are required for this project. Or if in an effort to reduce costs, a temp office could be set

up in a classroom or office during construction in the library building. Also confirm if project meetings could be held in the library as well. (Spec/Sheet 01 5000)

Answer #3: SJRSC will provide an office (L0126), a phone, and data port for internet access for the contractor on this project. Please note, however, the contractor should not use the restroom facilities in the building, but the contractor should provide porta-potties for their personnel.

Question #4: The permit information is not attached. Can this be distributed? (Spec/Sheet 01 3100)

Answer #4: Yes, NEFEC Permit Fee Schedule and Permit Application is attached to this addendum as Attachment A.

Question #5: Are these the waste management requirements for this project? Or is a dumpster pulled as necessary and a recycling dumpster for metal allowed? (Spec/Sheet 01 7419)

Answer #5: Dumpster can be pulled as necessary. No recycling is required.

Question #6: At the pre bid meeting it was discussed that the exterior brick on the 2nd floor would be an alternate. On page A3.1, it is shown to be included in the base bid. On the bid sheet, it is not called out as an alternate. Please confirm that all exterior paint, including all brick, should be included in the base bid. (Spec/Sheet A3.1)

Answer #6: Exterior painting for the first floor (deep navy blue) is included as Alternate #6. Please use revised Section 00 41 13 – Bid Form – Stipulated Sum (Attachment C).

Question #7: Specimen Pass Through Cabinet in spec is not shown on drawing. Please provide the location or confirm it is not to be included in this bid. (Spec/Sheet 10 2800 2.3)

Answer #7: Confirmed, do not include a pass-through cabinet in base bid.

Question #8: Both of these specs are included in the spec book. The only steel that is shown in the drawing would be for the roof fan curb. Please confirm. (Spec/Sheet 05 1000, 06 1600)

Answer #8: Confirmed, there will be no steel lintels. Refer to Addendum 02 for revised drawings.

Question #9: Details on page S2.01 are called out but there is no page S2.01 included in the drawings. Confirm if this note refers to details on S1.01. (Spec/Sheet S1.01)

Answer #9: Confirmed.

Question #10: Confirm that the owner furnished, contractor install applies to ALL acoustical tile, carpet tile, ext. paint P-2, tile base, toilet tissue holders, soap dispensers, paper towel dispensers, sanitary napkin disposal. (Spec/Sheet A9.0, A2.4)

Answer #10: SJRSC will provide the contractor with carpet tiles, toilet tissue dispenser, soap dispensers, paper towel dispensers, and sanitary napkin disposal containers. Contractor to provide and install acoustic ceiling tiles, ext. paint P-2, and tile base.

Question #11: Confirm if this project has any negative air requirements per Sec 2.3 of Spec 01 5000.

Answer #11: See Addendum 02 for revised drawings.

Question #12: Are the Indoor Air Qualities a requirement of this project? (Spec/Sheet 01 7320)

Answer #12: Yes, Indoor Air Qualities is a requirement of this project.

Question #13: Is the expectation for the TAB to be performed only in the restroom reno portion of the project? (Spec/Sheet 23 0593)

Answer #13: Yes, TAB is to be performed only in the restroom reno portion of this project.

Question #14: Please confirm if an initial TAB & Final TAB are to be included in the bid. (Spec/Sheet 23 0593)

Answer #14: Yes, an initial TAB and Final TAB are to be included in the bid.

Question #15: Are there any changes being made to Fire Protection. There are no changes shown in the drawings or in the specs. Do heads need to be turned up during construction of the restroom areas? Or can ceilings be left in place and tiles replaced as necessary per A0.8?

Answer #15: Fire Protection strobe horn/lights required per FBC.

Question #16: Per the note, all doors are to remain. Are there any doors, frames or hardware as shown in the spec book to be replaced and included in the base bid? (Spec/Sheet A7.1)

Answer #16: Drawings call for all doors to remain. Spec sections to remain in the specifications book at this time this time in case they need to be referred to at a future date.

Question #17 Will the awarded contractor be required to carry builders risk insurance on this project?

Answer #17: Yes, per Article 11.2 in Section 00 73 00 (Attachment D included in this addenda) the contractor shall purchase, maintain, and pay for the costs of Builder's Risk Insurance.

Question #18: Pg. 14 of the Spec Manual refers to section '00 73 00 Supplementary Conditions for All Insurance Requirements' however this section appears to be omitted. Can you provide this section for review?

Answer #18: Yes, please see Attachment D included in this addendum.

Question #19: Pg. 30 of the Spec Manual refers to 'Exhibit A Insurance and Bonds' however this Exhibit appears to be omitted. Can you provide this section for review?

Answer #19: Section 00 73 00 Supplementary Conditions Of The Contract contains detailed requirements for insurance and bonds. Please review and if this section does not answer this question, please let us know.

Question #20: Our continuing contract with SJRSC has a requirement for 'Owner's and Construction Manager's Protective Liability Insurance'. This requirement has been waived in the past, please confirm if it will be required for this project.

Answer #20: Section 00 73 00 Supplementary Conditions Of The Contract contains detailed requirements for the types of insurance and coverage limits for each. Please review and if this section does not answer this question, please let us know.

Question #21: Several of our subs have asked for the locations for the solar shades. Can you please clarify the locations? Are the solar shades at every curtain wall location?

Answer #21: See **Addendum 02** for revised drawings.

Item #3.

Limited Pre-Renovation Asbestos Survey Report

Attachment B

End of Addendum No. 1

NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM
BUILDING CODE SERVICES
PATERSONL@NEFEC.ORG
 352-745-1832

ST JOHNS RIVER STATE COLLEGE

Permit Fees to be paid by the contractor. Fee Schedule below.

PERMIT FEE STRUCTURES

A. VALUATION

The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, he or she can use any of the following to calculate the fee:

1. Copy of a signed contract for work to be completed under requested permit.
2. Apply the values in the most current edition of the RS Means Construction Valuation system.

The greatest of the methods of the applicant's statement of value, or (1.) or (2.) above shall be used in calculating the permit fee.

B. FEES

1. Construction cost up to \$25,000_____	\$125 + 2.5% of the construction cost
Construction cost greater than \$25,000 up to \$50,000_____	\$250 + 2.5% of the construction cost
	\$875 \$1,500
2. Construction cost greater than \$50,000 up to \$100,000_____	\$500 + 2% of the construction cost
	\$1,500 \$2,500
3. Construction cost greater than \$100,000 up to \$1,000,000_____	\$1,500 + 1% of the construction cost
	\$2,500 \$11,500
4. Construction cost greater than \$1,000,000 up to \$5,000,000_____	\$7,000 + .5% of the construction cost
	\$12,000 \$32,000
5. Construction cost greater than \$5,000,000_____	\$17,000 + .3% of the construction cost
	\$32,000

- C. Re-inspection fees to be paid by the contractor are as follows: \$50 per hour for time and travel plus \$.58 per mile for mileage.*

NFBCS

BUILDING CODE SERVICES

352-745-1832

PERMIT APPLICATION

FLORIDA BUILDING CODE
7TH EDITION (2020) IN EFFECT

8/31/2023

APPLIED DATE

N/A

PROJECT NUMBER

PROPOSED OCCUPANCY

SJRSC

COLLEGE

FACILITY NAME

JOB DESCRIPTION

JOB VALUE

SQUARE FOOTAGE

FLOORS

JOB ADDRESS

LICENSE HOLDER - NAME AS APPEARS ON LICENSE

STATE LICENSE #

BUSINESS NAME

PHONE NUMBER

ADDRESS

E-MAIL ADDRESS

QUALIFYING AGENT~BUSINESS NAME

LICENSE NUMBER

EXPIRATION DATE

ADDRESS

THIS FORM DOES NOT HAVE TO BE SIGNED!! BY INPUTTING MY NAME AND THE DATE BELOW I HERBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY STATE LAW REGULATING CONSTRUCTION OR PERFORMANCE OF CONSTRUCTION.

NAME OF PERSON FILLING OUT APPLICATION

DATE

ARCHITECT NAME

LICENSE NUMBER

PHONE NUMBER

E-MAIL ADDRESS

**LIMITED PRE-RENOVATION
ASBESTOS SURVEY REPORT**

**St. Johns River State College
Library Renovations
5001 St. Johns Avenue
Palatka, Florida 32177**

GLE Project No.: 23000-28776

Prepared for:

**Mr. Mike Canaday
St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177**

December 2023

Prepared by:



**8651 Baypine Road, Suite 115
Jacksonville, Florida 32256
904-296-1880 • Fax 904-296-1860**



December 13, 2023

Mr. Mike Canaday
St. Johns River College
5001 St. Johns Avenue
Palatka, Florida 32177

**RE: Limited Pre-Renovation Asbestos Survey Report
St. Johns River College, Library Renovations
5001 St. Johns Avenue
Palatka, Florida 32177**

GLE Project No.: 23000-28776

Dear Mr. Canaday:

GLE Associates, Inc. (GLE) performed a limited pre-renovation survey for asbestos-containing materials (ACM) on November 28, 2023, at 5001 St. Johns Avenue, located in Palatka, Florida. The survey was performed by Mr. Damien Bailey with GLE. This report outlines the sampling and testing procedures, and presents the results along with our conclusions and recommendations.

GLE appreciates the opportunity to serve as your consultant on this project. If you should have any questions, or if we can be of further service, please do not hesitate to call.

Sincerely,
GLE Associates, Inc.

Damien Bailey
Junior Project Manager

Robert B. Greene, PE, PG, CIH, LEED AP
President
Florida LAC# EA 0000009

DDB/PSZ/RBG/lr

M:\Work\Asb\2023\23000\28776 St. Johns River State College Library Renovations Limited Asbestos Survey\Report\SurveyReport.doc

GLE Associates, Inc.

8651 Baypine Road, Suite 115 | Jacksonville, Florida 32256 | 904-296-1880 | Fax: 904-296-1860
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Architecture AR 0007729 • Engineer RY 5483 • Asbestos ZA 0000034 • Geology PG 1737

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Introduction.....	1
1.2	Facility Description.....	1
2.0	RESULTS	2
2.1	Asbestos Survey Procedures.....	2
2.2	Identified Suspect Asbestos-Containing Materials.....	3
	Table 2.2-1 — Summary of Homogeneous Sampling Areas	
3.0	CONCLUSIONS AND RECOMMENDATIONS	5
4.0	LIMITATIONS AND CONDITIONS	5

APPENDICES

- APPENDIX A – Analytical Results and Chain of Custody
- APPENDIX B – Personnel and Laboratory Certifications
- APPENDIX C – Photographs

1.0 INTRODUCTION

1.1 INTRODUCTION

The purpose of this limited pre-renovation survey was to identify accessible asbestos-containing materials (ACMs) and their general locations within 5001 St. Johns Avenue, located in Palatka, Florida. The survey was limited to materials within the St. Johns River College Library Renovation; these limitations include upstairs restrooms and perimeter paneling. The survey was conducted pursuant to National Emission Standards for Hazardous Air Pollutants (NESHAP, 40 CFR 61) requirements, associated with the scheduled pre-renovation plans. The survey was performed on November 28, 2023, by Mr. Damien Bailey, an Environmental Protection Agency/Asbestos Hazard Emergency Response Act (EPA/AHERA) accredited inspector. The scope of this survey did not include demolition of any building components, evaluation of architectural plans, or the quantification of materials for abatement purposes, or removal cost estimating.

1.2 FACILITY DESCRIPTION

A summary of the facility investigated is outlined in the table below. A representative view of the facility is shown in Appendix D.

Facility Type:	College
Construction Date:	1961
Number of Floors:	2
Exterior	
Floor Support:	Concrete Slab on Grade
Wall Support:	Concrete Masonry Units (CMU)
Exterior Finish:	Brick & Mortar
Roof System Type:	Metal Deck
Interior	
Wall Substrate:	CMU
Wall Finishes:	Drywall
Floor Finishes:	Floor Tile
Ceiling System:	Suspended Ceiling System
Ceiling Finishes:	Suspended Ceiling Tiles
Mechanical/ Plumbing	
HVAC Type:	Split System
Duct Type:	Flex Duct
Pipe Insulation:	Not Observed

2.0 RESULTS

2.1 ASBESTOS SURVEY PROCEDURES

The survey was performed by visually observing accessible areas within the scope of work. An EPA/AHERA accredited performed the visual observations (refer to Appendix B for personnel qualifications).

After the overall visual survey was completed, representative sampling areas were determined. The surveyor delineated homogeneous areas of suspect materials and samples of each material were obtained, in general accordance with regulations as established by the Occupational Safety and Health Administration (OSHA) and NESHAP. The field surveyor determined sample locations based on previous experience. Both friable and non-friable materials were sampled. A friable material is one that can be crushed when dry by normal hand pressure. This survey did not include the demolition of building components to access suspect material.

After completion of the fieldwork, the samples were delivered to Arrowhead Technologies, LLC, a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis. The samples were analyzed by Polarized Light Microscopy (PLM) coupled with dispersion staining, in general accordance with EPA-600/R-93/116. Utilizing this procedure, the various asbestos minerals (chrysotile, amosite, crocidolite, actinolite, tremolite, and anthophyllite) can be determined. The percentages of asbestos minerals in the samples were visually determined by the microscopist. Please note that the EPA designates all materials containing greater than one percent asbestos as an “asbestos-containing material” (ACM).

Regulated Asbestos-Containing Material (RACM) is defined as (a) Friable asbestos materials, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Category I and Category II non-friable ACM, as defined by the EPA:

- Category I non-friable ACM means asbestos-containing packings, gaskets, resilient floor covering, asphalt roofing products, and pliable sealants and mastics that are in good condition and not friable, containing more than one percent asbestos, as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, PLM.
- Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than one percent asbestos as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763 Section 1, PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

2.2 IDENTIFIED SUSPECT ASBESTOS-CONTAINING MATERIALS

A total of 30 samples of suspect building materials were collected from the facility during the survey, representing 10 identified homogeneous areas. The results of the laboratory analyses are included in Appendix A. Photographs of the various materials sampled are included in Appendix C.

A summary of the homogenous sampling areas of suspect ACM determined to be present is outlined in the following table.

**TABLE 2.2-1: SUMMARY OF HOMOGENEOUS SAMPLING AREAS
ST. JOHNS RIVER COLLEGE LIBRARY RENOVATION, 5001 ST JOHNS AVENUE – JACKSONVILLE, FLORIDA**

HA #	HOMOGENEOUS MATERIAL DESCRIPTION	HOMOGENEOUS MATERIAL LOCATION	FRIABILITY (F/NF)	% ASBESTOS*	# OF SAMPLES COLLECTED	APPROXIMATE QUANTITY	ACM CATEGORY
CT-01	2' x 2' White Fissured Ceiling Tile	Throughout Ceilings	F	ND	3	NIS	NA
DW-01	Drywall & Joint Compound	Throughout Walls	NF	ND	3	NIS	NA
M-01	1" x 1" Bathroom Grout	Throughout Bathroom Flooring	NF	ND	3	NIS	NA
M-02	Cementitious Panels	Throughout Walls	NF	ND	3	NIS	NA
M-03	Interior Window Caulking	Throughout Interior Windows	NF	ND	3	NIS	NA
M-04	CMU Block & Mortar	Throughout	NF	ND	3	NIS	NA
M-05	Brick & Mortar Exterior	Throughout Exterior Walls	NF	ND	3	NIS	NA
M-06	Exterior Window Caulking	Throughout Exterior Windows	NF	ND	3	NIS	NA
MAS-01	White Duct Mastic	Throughout Plenums	NF	ND	3	NIS	NA
VB-01	Gray Vinyl Cove Base & Tan Mastic	Throughout walls	NF	ND	3	NIS	NA

Notes/Observations:

- No suspect pipe insulation was observed within the scope of the survey

ASBESTOS CONTENT Expressed as percent	* = The facility owner has the option of point-counting by Polarized Light Microscopy (PLM) those RACM whose asbestos content is less than 10% in order to more accurately determine the asbestos content therein.			
FRIABILITY	F = Friable Material	NF = Non-Friable Material		
ACM CATEGORY	RACM = Regulated ACM	CAT I = Category I non-friable ACM	CAT II = Category II non-friable ACM	
ABBREVIATIONS:	PC = Results based on Point-Count analysis	TEM NOB = Transmission Electron Microscopy of Non-Friable Organically Bound Material		
	NA = Not Applicable	ND = None Detected	NIS = Not in Scope	C = Chrysotile A = Amosite
	HA = Homogeneous Area	SF = Square Feet	LF = Linear Feet	CF = Cubic Feet

3.0 CONCLUSIONS AND RECOMMENDATIONS

No asbestos-containing materials were identified in the scope of this survey.

4.0 LIMITATIONS AND CONDITIONS

As a result of previous renovations, there may be hidden materials, such as floor tile, sheet vinyl flooring, insulation, etc. These materials may be found in various areas hidden under existing flooring materials or in wall cavities. Any materials found during construction activities, either not addressed in this survey report, or similar to the ACM identified in this survey report should be assumed to be ACM until sampling and analysis documents otherwise.

Because of the hidden nature of many building components (i.e. within mechanical chases), it may be impossible to determine if all of the suspect building materials have been located and subsequently tested. Destructive testing in some instances is not a viable option. We cannot, therefore, guarantee that all potential ACM has been located. For the same reasons, estimates of quantities and/or conditions are subject to readily apparent situations, and our findings reflect this condition. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and GLE. GLE accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless prior written authorization has been obtained from GLE.

APPENDIX A
Analytical Results and Chain of Custody



3151 San Bernadino St.
Clearwater, Florida 33759
813-679-0720 / mhall005@tampabay.rr.com

NVLAP Lab Code 200703-0

Client :	GLE Associates	Lab Set No. :	012428
Project :	Library Renovations	AT Job No. :	23-12428
Client Project No.:	23000-28776	Report Date :	12/5/2023
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	11/28/2023
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) App E to Sub E of 40 CFR Part 763 and EPA Method 600/R-93/116		Page 1 of 5

On 12/ 1/2023, thirty (30) bulk material samples were submitted by Damien Bailey for asbestos analysis by PLM/DS. Copies of Bulk Sample Analysis sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Sample Description / Location	Asbestos Content
012428-001	2x2 White Fissured Ceiling Tile CT-01-A	None Detected-White Ceiling Tile
012428-002	2x2 White Fissured Ceiling Tile CT-01-B	None Detected-White Ceiling Tile
012428-003	2x2 White Fissured Ceiling Tile CT-01-C	None Detected-White Ceiling Tile
012428-004	Drywall/Joint Compound DW-01-A	None Detected-Joint Compound w/ Pt. None Detected-DW Paper Backing None Detected-Drywall Material
012428-005	Drywall/Joint Compound DW-01-B	None Detected-Joint Compound w/ Pt. None Detected-DW Paper Backing None Detected-Drywall Material
012428-006	Drywall/Joint Compound DW-01-C	None Detected-Joint Compound w/ Pt. None Detected-DW Paper Backing None Detected-Drywall Material
012428-007	1x1 Bathroom Grout M-01-A	None Detected-White Ceramic Tile Grout
012428-008	1x1 Bathroom Grout M-01-B	None Detected-White Ceramic Tile Grout
012428-009	1x1 Bathroom Grout M-01-C	None Detected-White Ceramic Tile Grout

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.



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Lab Sample No.	Sample Description / Location	Asbestos Content
012428-010	Cementitious Panels M-02-A	None Detected-Cement Panels
012428-011	Cementitious Panels M-02-B	None Detected-Cement Panels
012428-012	Cementitious Panels M-02-C	None Detected-Cement Panels
012428-013	Interior Window Caulking M-03-A	None Detected-White Caulking
012428-014	Interior Window Caulking M-03-B	None Detected-White Caulking
012428-015	Interior Window Caulking M-03-C	None Detected-White Caulking
012428-016	CMU Block/Mortar M-04-A	None Detected-Lt. Grey Concrete Block None Detected-Gray Mortar
012428-017	CMU Block/Mortar M-04-B	None Detected-Lt. Grey Concrete Block None Detected-Gray Mortar
012428-018	CMU Block/Mortar M-04-C	None Detected-Lt. Grey Concrete Block None Detected-Gray Mortar
012428-019	Brick/Mortar Exterior M-05-A	None Detected-White Brick None Detected-Grey Mortar

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.



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Lab Sample No.	Sample Description / Location	Asbestos Content
012428-020	Brick/Mortar Exterior M-05-B	None Detected-White Brick None Detected-Grey Mortar
012428-021	Brick/Mortar Exterior M-05-C	None Detected-White Brick None Detected-Grey Mortar
012428-022	Exterior Window Caulking M-06-A	None Detected-White Caulking
012428-023	Exterior Window Caulking M-06-B	None Detected-White Caulking
012428-024	Exterior Window Caulking M-06-C	None Detected-White Caulking
012428-025	White Duct Mastic MAS-01-A	None Detected-White Mastic None Detected-Wrap Foil & Glass Fibers None Detected-Yellow Glass Insulation
012428-026	White Duct Mastic MAS-01-B	None Detected-White Mastic None Detected-Wrap Foil & Glass Fibers None Detected-Yellow Glass Insulation
012428-027	White Duct Mastic MAS-01-C	None Detected-White Mastic None Detected-Wrap Foil & Glass Fibers None Detected-Yellow Glass Insulation

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.



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Lab Sample No.	Sample Description / Location	Asbestos Content
012428-028	Gray Vinyl Cove Base w/ Tan Mastic VB-01-A	None Detected-Grey Baseboard None Detected-Tan Mastic
012428-029	Gray Vinyl Cove Base w/ Tan Mastic VB-01-B	None Detected-Grey Baseboard None Detected-Tan Mastic
012428-030	Gray Vinyl Cove Base w/ Tan Mastic VB-01-C	None Detected-Grey Baseboard None Detected-Tan Mastic

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.



Client :	GLE Associates	Lab Set No. :	012428
Project :	Library Renovations	AT Job No. :	23-12428
Client Project No.:	23000-28776	Report Date :	12/5/2023
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	11/28/2023
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) App E to Sub E of 40 CFR Part 763 and EPA Method 600/R-93/116		Page 5 of 5

SCOPE OF THIS REPORT

These samples were obtained as a part of a building survey; this report is only intended to be used as a part of the survey report issued by the surveyor. This report explains the laboratory analysis and results. The surveyor's report explains the sampling protocol used, when the samples were obtained, the location(s) of the samples, where the materials were observed in the building, quantities of materials observed, condition of the materials and the extent of his/her survey. Sample locations and material descriptions are given by the surveyor on the chain of custody but included here (possibly abbreviated) only as a convenience for the reader.

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STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, and the Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA 600/M4-82-020. The results of each bulk sample relate only to the material tested as received and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, Arrowhead recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst : Monte Hall, P.G.

Laboratory Director : Monte Hall, P.G.
Florida Registration No. 1658

Approved Signatory :

12428

CHAIN OF CUSTODY/SAMPLE TRANSMITTAL FORM



GLE Associates, Inc.
8651 Baypine Road, Suite 115
Jacksonville, FL 32256
PHONE: (904) 296-1880 FAX: (904) 296-1860

CLIENT:	St. Johns River State	LAB -
PROJECT #:	23000-28776	
PROJECT:	Library Renovations	
LABORATORY SENT TO:	Arrowhead	
DATE:	11/28/23	

SAMPLE INFORMATION

SAMPLE #	DESCRIPTION	SAMPLE #	DESCRIPTION
CT-01A-C	2'x2' White Fissured Ceiling Tile		
DW-01A-C	Drywall & Joint Compound		
M-01A-C	1" x 1" Bathroom Grout		
M-02 A-C	Cementitious Panels		
M-03 A-C	Interior Window Caulking		
M-04 A-C	CMU Block & Mortar		
M-05 A-C	Brick & Mortar, Exterior		
M-06 A-C	Exterior Window Caulking		
MAS-01A-C	White Duct Mastic		
VB-01A-C	Gray Vinyl Cove base & ^{Trim} Mastic		

IMPORTANT: TOTAL NUMBER OF SAMPLES SUBMITTED	30
IMPORTANT: POSITIVE STOP ANALYSIS	No
IMPORTANT: E-MAIL RESULTS TO	Dbailey@gleassociates.com

NOTE:

Turnaround time starts at receipt by lab and does not include weekend or holidays.

Select Turnaround Time

3 hour
 6 Hour
 24 Hour
 48 Hour
 3 Day
 4 Day

REPORT RESULTS TO THE ADDRESS ABOVE

CHAIN OF CUSTODY: GLE ASSOCIATES, INC.		CHAIN OF CUSTODY: LABORATORY	
PACKAGED BY: Damien Bailey		SAMPLES RECEIVED BY: <i>Erin Selig</i>	
DATE PACKAGED: 11/28/23		DATE: 12/1/2023	
METHOD OF TRANSMITTAL: Priority Overnight		TIME:	
TRANSMITTED BY: Fed-Ex		CONDITION OF PACKAGED SAMPLES:	
CHAIN OF CUSTODY: RETURNED TO GLE ASSOCIATES, INC.			
RECEIVED BY:		DATE:	
INVENTORIED BY:		DATE:	
REPACKAGED AND SEALED BY:		DATE:	
PAGE: 1 OF 1			

APPENDIX B
Personnel and Laboratory Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

GLE ASSOCIATES INC

ROBERT BLAIR GREENE
5405 CYPRESS CENTER DRIVE
SUITE 110
TAMPA FL 33609

LICENSE NUMBER: ZA0000034

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/02/2023

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT - ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

GREENE, ROBERT BLAIR

GLE ASSOCIATES INC
5405 CYPRESS CENTER DR
SUITE 110
TAMPA FL 33609

LICENSE NUMBER: EA0000009

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



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Certificate # 0ANID74HUCJOL

Damien Bailey

*has on 4/13/2023, in Lawrence, KS via Zoom
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646*

Asbestos Inspector Refresher

*as approved by FL
and the US EPA under 40 CFR 763 (AHERA)
from 4/13/2023 to 4/13/2023 and passed the associated exam on 4/13/2023
with a score of at least 70%*



Training Provider #: FL49-0001221

Course #: 0004718

FL License #:

SSN: XXX-XX-7103

Expiration: 4/13/2024

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382

www.metaenvironmental.net

A handwritten signature in black ink, reading "Thomas Brennan".

Thomas Brennan
Instructor

A handwritten signature in black ink, reading "Thomas Mayhew".

Thomas Mayhew
President

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200703-0

Arrowhead Technologies, L.L.C.
Clearwater, FL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-01-01 through 2023-12-31

Effective Dates



Dana S. Laman
For the National Voluntary Laboratory Accreditation Program

APPENDIX C
Photographs



Upper Photo: General

Lower Photo: CT-01-2' x 2' White
Fissured Ceiling Tile

Photograph Date:
November 28, 2023

Prepared By:
GLE Associates, Inc.

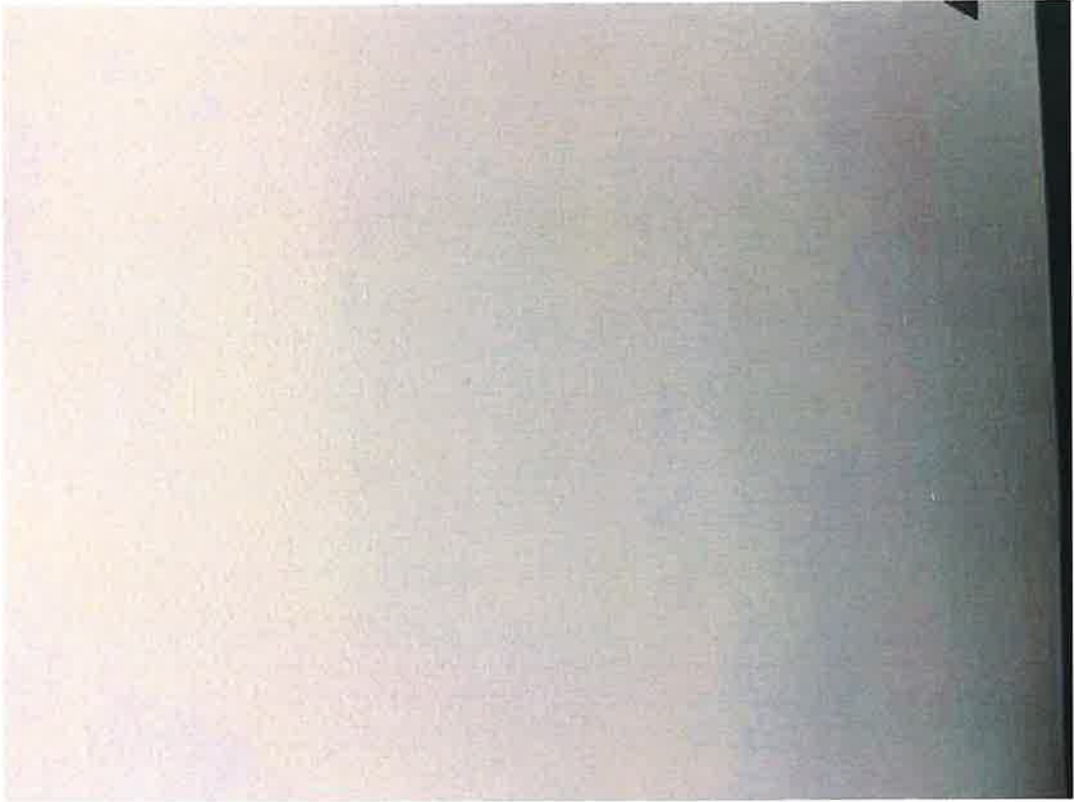


St. Johns River College

Job No.
23000-28776

Page No.

1



Upper Photo: DW-01-Drywall and Joint Compound

Lower Photo: M-01-1" x 1" Bathroom Grout

Photograph Date:
November 28, 2023

Prepared By:
GLE Associates, Inc.



GLE

St. Johns River College

Job No.
23000-28776

Figure
2



Upper Photo: M-02-Cementitious Panels

Lower Photo: M-03-Interior Window
Caulking

Photograph Date:
November 28, 2023

Prepared By:
GLE Associates, Inc.



St. Johns River College

Job No.
23000-28776

Figure

3



Upper Photo: M-04-CMU Block and Mortar

Lower Photo: M-05-Brick and Mortar

Photograph Date:
November 28, 2023

Prepared By:
GLE Associates, Inc.



GLE

St. Johns River College

Job No.
23000-28776

Figure

4



Photo Error

Upper Photo: M-06-Exterior Window
Caulking

Lower Photo: M-07-White Door Caulking
(Photo Not Available)

Photograph Date:
November 28, 2023

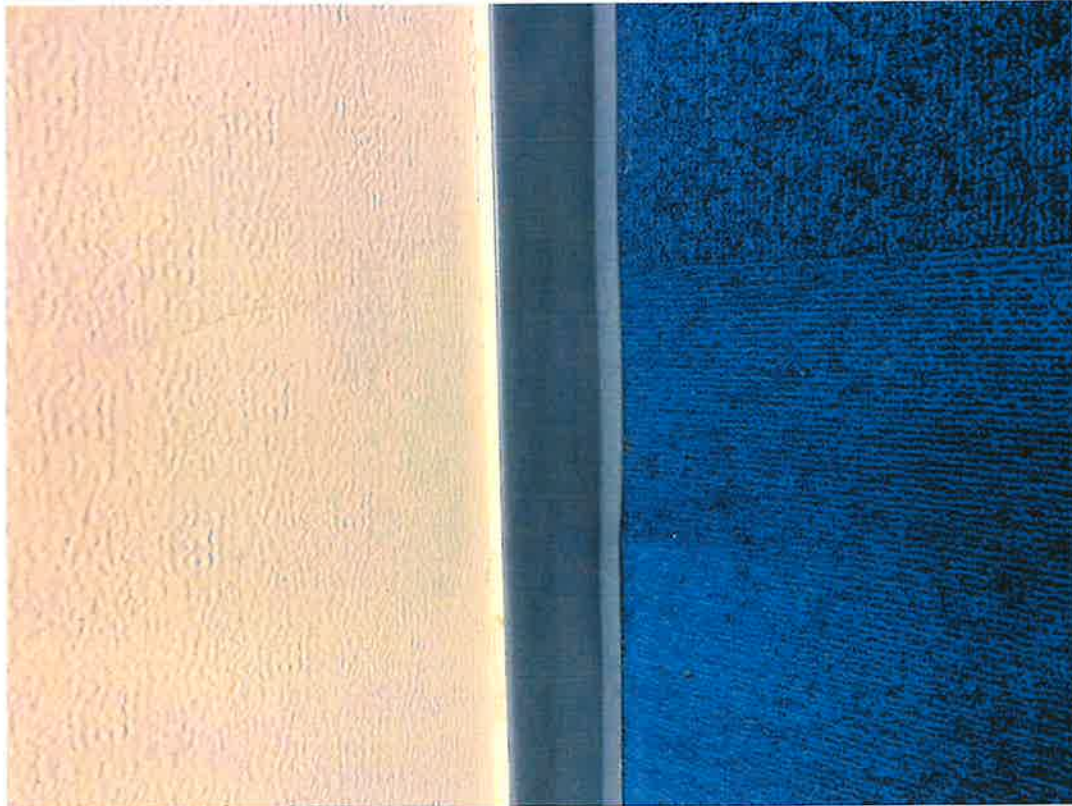
Prepared By:
GLE Associates, Inc.



St. Johns River College

Job No.
23000-2876

Figure
5



Upper Photo: MAS-01-White Duct Mastic

Lower Photo: VB-01-Gray Vinyl Cove Base and Tan Mastic

Photograph Date:
November 28, 2023

Prepared By:
GLE Associates, Inc.



GLE

St. Johns River College

Job No.
23000-28776

Figure

6

SECTION 00 41 13 – BID FORM – STIPULATED SUM

Place an "x" on the lines below of the documents attached to this form.

- _____ Copy of license to do business in the State of Florida
- _____ Section 00 43 31 – Trench Safety Certification
- _____ Section 00 43 32 – Non-Collusion Affidavit
- _____ Section 00 43 36 – List of Subcontractors
- _____ Section 00 61 00 – Bid Bond Form or Cashier's Check

The undersigned Bidder hereby declares that the only person or persons interested in this proposal as Principal is named herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without any connection with any person, company, or party submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has satisfied himself relative to the work to be performed and agrees to and by them.

NAME OF BIDDER

The Bidder proposes and agrees to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and services necessary to complete the work for BID-SJR-12-2023 for St. Johns River State College.

Base Bid: _____ (\$ _____)

Bid Alternate 1: _____ (\$ _____)
Exterior Sunshades: North Elevation

Bid Alternate 2: _____ (\$ _____)
Exterior Sunshades: East Elevation

Bid Alternate 3: _____ (\$ _____)
Exterior Sunshades: South Elevation

Bid Alternate 4: _____ (\$ _____)
Exterior Sunshades: West Elevation

Bid Alternate 5: _____ (\$ _____)
Exterior Signage + Graphics

Bid Alternate 6: _____ (\$ _____)
Exterior Painting (first floor – deep navy blue)

The Bidder proposes and agrees hereby to commence the Work with an adequate force and equipment within seven (7) consecutive days after being notified by the Owner to do so and shall carry on at a rate to secure Substantial completion as indicated in the Supplementary Instructions to Bidders.

The Bidder agrees that Liquidated Damages in the amount as indicated in the Supplementary Instructions to Bidders for each day the work remains incomplete, shall be assessed against him if the work is not completed within the above specified time limit.

Attached hereto is a Bid Bond in the sum of:

_____ Dollars (\$ _____)
made payable to the Owner.

The following Addenda were received:

Addendum _____, Dated _____ Addendum _____, Dated _____

Addendum _____, Dated _____ Addendum _____, Dated _____

Addendum _____, Dated _____ Addendum _____, Dated _____

Date: _____

Authorizing Signature: _____

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity, and capability to perform according to the conditions and specifications of BID-SJR-12-2023.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

END OF SECTION 00 41 13

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS OF THE CONTRACT

INTRODUCTORY PARAGRAPH

The following supplements, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these supplements, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1.3 THE WORK

Add the following sentence to the end of Paragraph 1.1.3

The term “furnish” includes purchase and delivery to Project Site. The term “install” includes receiving, unloading and storing at Project Site, installing in place, and placing in operation or finishing complete for intended use. The term “provide” includes furnishing and installing.

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 The term “provide” as used in the Project Manual means to furnish and install, complete and ready for intended use.

1.1.9.2 The term “product” as used in the Project Manual includes materials, fabrications, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraphs to Paragraph 1.2

1.2.4 Should the Drawings and Specifications conflict at any point, the work is to be done according to the Specifications insofar as the quality of materials and workmanship is concerned; but the Drawings shall govern insofar as the form or extent of the work is concerned. Should details and schedules shown on drawings conflict on any point, the schedules prevail. Large-scale details prevail over small-scale plans and elevations, and figure dimensions over scaled dimensions. AIA General Conditions, Addenda and Change Orders supersede the portions of the Documents.

1.2.5 The Drawings are intended to show the general arrangements, design and extent of the Work, and are partly diagrammatic; they are not intended to be called for rough-in measurements, or to serve as Shop Drawings. In general, the better quality or greater quantity of Work or materials shall be furnished unless otherwise indicated in Writing by the Architect.

1.2.6 Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard in workmanship and materials throughout corresponding parts of the Work; adaptation, however, shall be subject to the approval of the Architect.

1.6 TRANSMISSION OF DATA IN DIGITAL FORMAT

Add the following subparagraph 1.6.1 to Paragraph 1.6

1.6.1 Contractor's Use of Instruments of Service in Electronic Form

- .1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.
- .2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without prior written consent of the Architect.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Paragraph 2.2.2: At the end of this paragraph, add the following new text:

As it relates to sanitary sewer and water utility services, the Owner shall pay any applicable capital facilities fees or front footage fees, tap fees, water meters, or other required equipment items related to services provided by the utility entity.

Paragraph 2.2.5, delete the text in this paragraph and replace with the following text:

- 2.2.5 Upon award of the Contract, the Architect will furnish to the Contractor without charge, five (5) sets of Contract Drawings, Specifications and Addenda. The Contractor may obtain additional sets of the above from the Architect, at the cost of printing and handling.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Clause after Subparagraph 3.2.1

- 3.2.1.1 Contractor shall ascertain the location of all existing utilities prior to beginning new and alteration work.

Verify locations of utility lines shown on Drawings; locate and mark each utility prior to start of construction. Any damage caused to any utility as a result of Work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money will be paid by the Owner.

Add the following Subparagraph 3.2.5 to paragraph 3.2

- 3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Add the following Subparagraph 3.2.6

- 3.2.6 Claims for additional compensation or extensions of time because of the failure of the Contractor to field verify proposed and existing Work will not be allowed.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following after Subparagraph 3.3.1

- .1 The Contractor shall review, verify, and be in agreement with any specified construction or installation procedure and installation prior to performing the Work, including manufacturers recommended and

referenced standards, and shall report to the Architect at once if the specified procedure and instruction (1) does not appear to follow reasonable construction practice, (2) may invalidate any specific warranty or general Contractor's warranty, or (3) may be objectionable to the Contractor for some reason.

3.3.1.2 In conjunction with reporting an objection, the Contractor shall propose, in writing, alternative procedures to which the Contractor will agree and warrant.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and add the following:

3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal to or superior in all respects to that specified.
- .2 represents that the Contractor will provide the same warranty for the substitutions that the Contractor would for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4

3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

Add the following to Subparagraph 3.4.3

Should the Architect or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without the written consent of the Architect and the Owner.

After Paragraph 3.4.4, add the following new paragraph 3.4.5:

3.4.5 The Owner will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of Putnam, St. Johns and Clay counties when such labor is available and qualified to do the type of work required.

3.5 WARRANTY

After paragraph 3.5, add the following new Subparagraph 3.5.1:

3.5.1 Specific and special warranties specified are in addition to and not in lieu of the Contractor's general warranty.

3.6 TAXES

Add the following to Paragraph 3.6

3.6.1 Contractor shall pay unemployment and Social Security taxes and other taxes imposed by Local, City, State, or Federal government and certify to Owner that this has been done before final payment is made to Contractor.

3.6.2 SJR State reserves the right to implement a sales tax savings program by selecting certain items for Direct Purchase. See Article 16.6 of these Supplementary Conditions.

3.7 PERMITS, FEES AND NOTICES

Delete Subparagraph 3.7.1 and substitute the following:

3.7.1 The Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, and which are legally required when bids are received or negotiations concluded.

Add the following Clause 3.7.1.1 to Subparagraph 3.7.1

3.7.1.1 Contractor shall provide copies of Change Orders to the Building Official and DOE.

3.9 SUPERINTENDENT

Add the following Subparagraph 3.9.4 to Paragraph 3.9

3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as coordinator for the mechanical and electrical work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and Shop Drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

3.12 SHOP DRAWINGS< PRODUCT DATA AND SAMPLES

Add the following Subparagraph 3.12.11 to Paragraph 3.12

3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

3.13 USE OF SITE

Add the following Subparagraph 3.12.3 to Paragraph 3.13

3.13.2 The Contractor shall confine his equipment, storage of materials, and operations of his workmen to limits directed by the Architect. Materials shall not be brought onto the site until reasonably required for the progress of the Work. Storage space will be confined to a designated area of the site. When the site is not in a condition to receive a material shipment, the Contractor shall have materials properly stored elsewhere at no additional cost to the Owner. No payment for materials shall be made unless the material is stored on site.

3.13.3 Material shall be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to project site so as to preclude

inclusion of foreign substances or causing discoloration. Pile neatly and completely and barricade to protect public from injury. Protect material as required to prevent damage from ground or weather. Should it be necessary to move material at any time, or move sheds or storage platforms, Contractor shall move them as and when required at no additional cost to the Owner. The Owner assumes no responsibility for stored materials in a building or on site. The Contractor shall assume full responsibility for damage due to storing of materials. Repairing of areas used for the placing of sheds, offices, and storage of materials shall be done by the Contractor.

3.14 CUTTING AND PATCHING

After paragraph and the following new paragraph 3.14.3:

3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged or removed due to Contractor's work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Paragraph 4.2.3, at the end of this paragraph, add the following new text:

If on-site inspections and observations disclose defects and deficiencies or work not being carried **out in accordance with the Contract Documents, the Architect shall request the Contractor to correct such deficiencies.** If the Contractor fails to take corrective action within a reasonable time, the Architect will notify the Owner in writing with a copy of such notice to the Contractor, calling the Owner's attention to the Contractor's failures to carry out the provisions of the Contract.

At the end of Paragraph 4.2.13, add the following new text to the end of the last sentence:

And, if and when approved by the Owner.

Add the following Clause after Subparagraph 4.2.4:

4.2.4.1 Any direct communication between the Owner and Contractor which may affect the administration or performance of the Contract shall be made or confirmed in writing, with copies to the Architect.

ARTICLE 5 SUBCONTRACTORS

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

In the first sentence of Subparagraph 5.2.1 change the phrase "...as soon as practicable..." to read "...within 10 days..."

ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.2.6 Claims, disputes and other matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3, provided the separate contractor has reciprocal obligations. If such separate contractor sues the Owner on account of damages alleged to have been sustained, the Owner shall have the option of defending such proceeding or of notifying the Contractor who shall defend such proceeding and shall

pay all costs in connection therewith; and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it, together with the Owner's reasonable costs, including attorney's fees and court costs.

Add the following Subparagraphs to Paragraph 6.2

6.2.7 Project meetings will be held at times designated by the Architect after conference with the Contractor. Contractor and designated Subcontractors must attend these meetings. If the principal of the firm does not attend meetings, the individual representing the firm must be a responsible representative of the company who can bind the company to a decision at the meeting.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

Add the following to Paragraph 7.1.3

"The cost of all changes in the Work shall be substantiated by complete itemized statements showing quantities and unit prices for all material, labor (including all fringe benefits), equipment and other items of cost. Cost of labor (including applicable fringe benefits) and materials shall be actual costs to the Contractor. The Contractor shall submit receipts or other evidence, as the Architect may direct, showing his actual costs and his rights to the payment claims."

Add the following Paragraph 7.1.4 and Clauses to Paragraph 7.1

7.1.4 In the maximum percentage of profit and overhead which may be added to actual costs of changes in the Work shall be as follows:

- .1 For Work done by his own organization, the Contractor may add ten percent (10%) of his actual costs.
- .2 For Work done by Subcontractors, the respective Subcontractor may add ten percent (10%) of their costs and the Contractor and add ten percent (10%) of the above Subcontractor's total.
- .3 Overhead shall include the following: Supervision, wages or timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost".
- .4 Authorizations for changes in the Work shall be made in writing to the Architect and the Owner, and no claim for the revision of the Contract Sum shall be valid unless so authorized.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Paragraph 7.3.7, at the end of this paragraph add the following text

Cost shall not include any of the following:

- .6 Salaries or other compensation of the Contractor's personnel at the Contractor's office unless direct additional expenses have been incurred exclusively because of the change;
- .7 Expenses of the Contractor's offices, including the field office;
- .8 Any part of the Contractor's capital expenses, including interest on the Contractor's capital;
- .9 Costs due to the negligence of the Contractor, or any Subcontractor
- .10 Overhead, general expense, and the cost of any item not specifically or reasonably inferable as included in the items described in 7.3.6.1 through 7.3.6.5

ARTICLE 8 TIME

Add the following Subparagraphs to Paragraph 8.2

8.2.4 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to ensure prosecution of the work in

accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, he shall take such steps as may be necessary or as may be directed by the Architect to improve his progress by increasing the number of shifts, overtime operations, days of work, and the amount of construction plant, as may be required, at no additional cost to the Owner.

- 8.2.5 Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement.
- 8.2.6 Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with Paragraph 14.2.
- 8.2.7 Failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and damages arising from such failure cannot be calculated with any degree of certainty; therefore, if the project is not substantially completed within the time fixed in the Agreement, or within such further time, if any, as shall be allowed for substantial completion, the Contractor shall pay to the Owner liquidated damages for such delay for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished in accordance with the following:

SCHEDULE OF LIQUIDATED DAMAGES:

One Thousand Dollars (\$1,000.00) per calendar day.

- 8.2.8 Provision for assessment of liquidated damages for delay in no manner affects the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set out in the Agreement.
- 8.2.9 The Owner may deduct from the balance retained by the Owner under the provisions of Paragraph 9.4.3 any liquidated damages which may have occurred of such portion thereof as the said balance will cover.

ARTICLE 9 PAYMENTS AND COMPLETION

Add the following after Subparagraph 9.1.1

- 9.1.2 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for the Contractor's promises are:
- 9.1.2.1 One dollar (\$1.00) in hand paid by the Owner, the Architect and the Architect's employees to the Contractor, receipt whereof is hereby acknowledged and adequacy of which the Contractor accepts as completely fulfilling the obligations of the Owner, the Architect and the Architect's employees under the requirements of Section 725.06, Florida Statutes, and;
- 9.1.1.2 The entry of the Owner and the Contractor into the construction contract because, but not for the Contractor's promises as contained in the Contract Documents, the Owner would not have entered into the construction contract with the Contractor.

9.3 APPLICATION FOR PAYMENT

In Subparagraph 9.3.3, change the first sentence to read:

"The Contractor warrants that title to all work and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor."

In the second sentence of Subparagraph 9.3.3, delete the words, "to the best of the Contractor's knowledge and belief."

9.4 CERTIFICATES FOR PAYMENT

Add the following to Subparagraph 9.4

9.4.3 Ten percent (10%) of each payment will be retained until the Contract, including Change Orders, is substantially complete. Payments of the amounts retained will be due ten (10) days after final acceptance by the Owner and issuance of certificates by the State as described in Paragraph 9.10.1

9.6 PROGRESS PAYMENTS

In the first line of Subparagraph 9.6.3, change the words "The Architect will, upon request..." to read, "The Architect may, on request and at his discretion..."

9.8 SUBSTANTIAL COMPLETION

Add the following Clause 9.8.3.1 to Subparagraph 9.8.3

9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

9.8.5 Delete the second sentence and substitute the following:

"Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims."

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clauses to Subparagraph 9.10.1:

- .2 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add the following Subparagraph to Paragraph 9.10

9.10.6 Final payment shall be made to the Contractor as provided by the Agreement between the Owner and Contractor. Application for final payment shall be in the same form as application for progress payments as described in Paragraph 9.3.1 and shall be accompanied by the following additional items:

- .1 Completed and notarized waivers and releases of lien in a form acceptable to the Architect and Owner (refer to attached Waiver of Lien Certificate).
- .2 Certificates of Inspection and Occupancy as required by law.
- .3 Such other data and substantiating information as may be required elsewhere in these Contract Documents including, but not limited to, all required guarantees, warranties, operating and maintenance manuals, As-Built drawings, or as may be required by the Owner or Architect and as described in DIVISION 1, SECTION 1770, CLOSEOUT PROCEDURE

ARTICLE 10 PROTECTION OF TREES AND PROPERTY

Add the following after Article 10.5:

10.6 FLORIDA TRENCH SAFETY ACT

10.6.1 The Occupational Safety and Health Administration excavation safety standards, 29CFR 1926.650 Subpart B trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

ARTICLE 11 INSURANCE AND BONDS

Article 11 of the AIA General Conditions as written is deleted in its entirety and is superseded as follows:

11.1 Definitions:

11.1.1 Contractor: As used in this Article 11, is the Contractor and any and all of his Subcontractors, employees, agents and representatives.

11.2 Builder's Risk Insurance: Contractor shall purchase, maintain, and pay for the costs of Builder's Risk Insurance (fire, extended coverage, vandalism, theft, and malicious mischief) on all construction materials and the buildings or structures in the course of construction. Said Builder's Risk insurance shall insure to the benefit of Owner and Owner's interests. Contractor shall be responsible for the loss of, or damage to, any and all of the Contractor's personal property, such as tools, equipment, mobile office, etc.

11.2.1 Extended Coverage: The usual form currently available covers perils of windstorm, hail, explosive, riot and civil commotion, damage from aircraft and vehicles and smoke damage.

11.3 Liability Insurance: The Contractor will purchase and maintain during the entire time of this Agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect him for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

11.3.1 Comprehensive General Liability including Personal Injury, Products Completed, Operations Coverage, Independent Contractor's Protective, and Contractual Liability

Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
\$5,000	Medical Payments (Any one person)
\$1,000,000	Personal and Adv. Injury
\$2,000,000	General Aggregate
\$2,000,000	Products – Comp/OP Aggregate

General Aggregate Limit applies per Product; Products – Comp/OP Aggregate applies per Project; Waiver of Subrogation in favor of Owner.

Products and Completed Operations to be maintained for one (1) year after final payment.

Property Damage Liability Insurance will provide X, C and U coverage when such contracts are affected. The owner shall be named as additional insured on all liability insurance.

11.3.2 Comprehensive Automobile Liability:

Combined Single Limit Each Accident	\$1,000,000 -or-
Bodily Injury per Person	\$1,000,000
Bodily Injury per Accident	\$2,000,000
Property Damage per Accident	\$1,000,000

Owner shall be named additional insured, Waiver of Subrogation in favor of Owner.

11.3 Worker's Compensation Insurance: Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all of his employees connected with the work of this project and further, the Contractor shall require his Subcontractors similarly to provide Worker's Compensation Insurance. In case any class of employee engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide adequate insurance satisfactory to the Owner for the protection of his employees not otherwise protected.

Required Limits:

1. Worker's Compensation – Statutory Benefits
 2. Employer's Liability
- | | |
|---------------------------|---------------------------|
| \$1,000,000 each employee | Bodily Injury by Accident |
| \$1,000,000 each employee | Bodily Injury by Disease |
| \$1,000,000 policy limit | Bodily Injury by Disease |

Waiver of Subrogation in favor of Owner

- 11.4 Anything in the Contract Documents to the contrary notwithstanding and in addition to the insurance required to be maintained by the Contractor as hereinabove set forth, Contractor agrees to indemnify, hold harmless and defend Owner and Architect against any and all claims, loss, damage to or destruction of property including, without limitation, property and employees of Owner, occurring wholly or in part, as the result of work done or omitted to be done by, or contracted to be done but not done by, Contractor or his Subcontractors or the employees or agents or invites either arising from injury to or death of persons or damage to or destruction of property due or claimed to be due, in whole or in part, to any negligence or fault of Owner or its employees, agents, or invites, except claims, loss, damage, costs or expense resulting from risks as are hereinabove required to be insured by Owner.
- 11.5 Contractor shall submit to Owner before commencement of work, evidence of the above required insurance, which shall contain certification by the insurance companies that such insurance shall not be cancelled or materially changes until at least ten (10) days prior to written notification being given to the Owner. The Form of Certificate shall be the standard "Accord" form, Certificate of Insurance. The Contractor shall furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
- 11.6 Anything in Paragraphs 4.18.1, 4.18.2, and 4.18.3 of the General Conditions to the contrary of the indemnification obligations hereby set forth shall not be applicable as between the Owner and Contractor, and any and all references to Owner therein deleted.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

Delete Paragraph 12.2.2 in its entirety and add the following:

12.2.2 If, after the approval of final payments and prior to expiration of one (1) year thereafter, or such longer period of time as may be prescribed by law or the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, it shall be repaired by the Contractor. In case of an emergency, brought about by defective work of the Contractor, the Owner may proceed immediately to make the necessary and charge the cost of same to the Contractor without giving any notice to the Contractor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Paragraph 13.6.1

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER

Delete Paragraph 14.2.1 in its entirety and add the following:

- 14.2.1 If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or if the Contractor:
1. Fails to correct, replace and/or re-execute faulty or defective work and/or materials furnished under this Agreement; or
 2. Fails to complete or diligently proceed with the Work required by this Agreement, within the time constraints of the construction schedule maintained by the Architect; or
 3. Fails to correct or repair any damage to Work caused by him or his failure to protect his Work or the Work of others; or
 4. Fails to provide safe and sufficient facilities, orderly premises and the cleanup of the Work required under this Agreement; or
 5. Is unable to proceed with the Work because of any action by one or more employees of the Trade Contractor or by a person or labor organization supporting or attempting to represent any employees of the Trade Contractor; or otherwise is guilty of a substantial violation of the provision of the Contract Documents, and fails within 72 hours after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other remedy the Owner may have, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE 15 CLAIMS AND DISPUTES

Add the following to Paragraph 15.1.4

Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of material at the trade discount cost, including sales tax and cost of delivery; cost of labor, including Social Security, unemployment insurance, and fringe benefits required by agreement or custom; Worker's Compensation Insurance, bond premium not to exceed one percent (1%); rental value of equipment and machinery at trade discount cost plus sales tax and the additional cost of supervision directly attributable to the change only if the change (or total time extension of all changes) results in an

extension of the contract time for more than thirty (30) days. The bond premium of all credit amounts shall be added to the total credit allowed the Owner. No bond cost shall be allowed for a Subcontractor's bond cost.

Add the following Clauses to Subparagraph 15.1.5

15.1.5.3 Claims for an increase in Contract Time shall set forth in detail the circumstances that form the basis for the claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days increase in the Contract Time claimed as a consequence of each cause to delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the claim.

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent delays due to the fault of the Contractor.

ARTICLE 16 – ADDITIONAL CONDITIONS (ADDED ARTICLE)

16.1 MINIMUM WAGE (NOT REQUIRED)

16.2 APPRENTICES AND TRAINEES

16.2.1 The Contractor shall conform to all requirements of Section 466.101 of the Florida Statutes with respect to apprentice and trainee employment.

16.3 EQUAL OPPORTUNITY

16.3.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following:

16.3.2 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination in accordance with local, state and federal guidelines.

16.4 PREFERENCE TO HOME INDUSTRIES

16.4.1 The Contractor agrees that, pursuant to Section §255.04, Florida Statutes, preferences will be given in the purchase of material and in the letting of contracts for the construction of this project to the residents of the State whenever such material can be purchased or services can be employed at no greater expense than that which could be obtained if such purchase was made or contract let to a person or firm doing business beyond the limits of the State, provided that quality of materials, qualifications, character, responsibility and fitness be equal.

16.5 CODE REQUIREMENTS

16.5.1 All work under this Contract shall be completed with the Florida Building Code, 2014 Edition, and any/all subsequent addenda, as well as all local, County, State, and Federal laws, codes or requirements.

WAIVER OF LIEN AND CERTIFICATION

St. Johns River State College
Palatka, Florida

KNOW ALL MEN BY THESE PRESENTS, that _____

For and in consideration of _____ Dollars, and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following described property:

DATED this _____ day of _____, 20____.

at _____.

BY: _____

TITLE: _____

Sworn to and Subscribed to me this _____ day of _____, 20_____.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

NOTARY SEAL

(Date)

END OF SECTION 00 73 00