



Project Manual

**REPLACE ROOF CAMPUS WIDE
PROJECT NO. 2347924**

**HERITAGE MIDDLE SCHOOL
1001 PARNELL COURT
DELTONA, FLORIDA 32738**

**THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
200 NORTH CLARA AVENUE
DELAND, FLORIDA**

ARCHITECT

Firm Name
Street Address
City/State/Zip
Phone

A/R/C Associates, Incorporated
601 N. Fern Creek Avenue, Suite 100
Orlando, Florida 32803
(407) 896-7875

DATE: AUGUST 28, 2024

REVISED: NOVEMBER 22, 2024

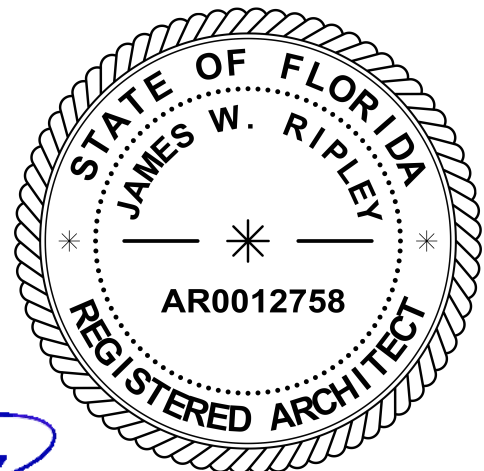




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DIVISION 0

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT AND FORMS

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Note:

Project \$100,000 or more, utilize the A101-2017 Standard Form of Agreement, A101-2017 Exhibit A and the A201-2017 General Conditions of the Contract (Standard Bid); project is less than \$100,000 utilize the 625 Standard Form of Agreement (Proposals).

Specific documents listed above may not apply to this particular project. Select "N/A" for document(s) which do not apply to this project. **Required: consult the Owner's Construction Project Manager in charge to make this determination.**

Facility Name: Heritage Middle School
 Project Name: Replace Roof Campus Wide
 VCS Project No.: 2347924

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(**) Added or revised on April 28, 2024 under Revision #1



INDEX OF DRAWINGS

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

Facility Name: Heritage Middle School
Project Name: Replace Roof Campus Wide
VCS Project No.: 2347924

Complete Index of Drawings information including division headings, page numbers and page titles below:

PLANS (24 x 36 Format)

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A01	Overall Roof Plan, Physical Characteristics Schedule & Building Code Data
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ADVERTISEMENT FOR BID
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 630

NOTICE is hereby given that sealed bids for: (Facility Name) Heritage Middle School, (Project Name) Replace Roof Campus Wide, VCS Project Number 2347924, will be received by the School Board of Volusia County Florida, until (date) January 29, 2025 at (time) 1:00 PM, in the Volusia County Schools Facilities Services Building, at which time all bids will be publicly opened and read aloud. Bids received after this time will not be accepted. Bids may be mailed or hand delivered to Volusia County Schools, Facilities Services, 3750 Olson Drive, Daytona Beach Florida 32124.

A MANDATORY PRE-BID CONFERENCE is scheduled for (date) January 8, 2025, (time) 10:30 AM at (location) Heritage Middle School, 1001 Parnell Court, Deltona, FL 32738. **All bidders must attend.** The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly.

Documents, including complete specifications, may be examined by appointment at the office of the Construction Project Manager of record at Facilities Services, 3750 Olson Drive, Daytona Beach Florida (386) 947-8786.

BID DOCUMENTS ARE AVAILABLE VIA THE VOLUSIA COUNTY SCHOOLS WEBSITE AT: <https://www.vcsedu.org/facilities-design> The documents are in PDF format and may be viewed, printed or saved to your computer.

A310 Bid Bond Included

(The following sentence applies if the A310 Bid Bond is included for this project) Bids must be accompanied by a bid bond, certified check or cashier's check in an amount equal to five (5) percent of the total bid.

Bidders for this project are required to hold a current Certificate of Prequalification issued by the School Board of Volusia County Florida at the time of bid opening.

The School Board reserves the right to reject any one or more bids as provided by law.

All bids shall be binding for a period of 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first. The bid amount of the successful bidder, once approved by the School Board, shall not be subject to change or withdrawal.

All bids shall be subject to the provisions of the Solicitation, as defined in FAC Document 631, Instructions to Bidders. It is the sole responsibility of all bidders to fully comply with the provisions of the Solicitation during this bidding process.

If you have any questions or wish to pre-qualify, contact Facilities Services, 3750 Olson Drive, Daytona Beach Florida 32124; telephone (386) 947-8786.

The School Board of Volusia County Florida

Jessica Thompson, Board Chair



INSTRUCTIONS TO BIDDERS
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 631

TO BIDDERS: You are hereby invited to submit a sealed bid for the following project. Bids will be publicly opened and read aloud at the time and place designated. Bids received after this time will not be accepted.

1. PROJECT INFORMATION

FACILITY NAME: HERITAGE MIDDLE SCHOOL
PROJECT NAME: REPLACE ROOF CAMPUS WIDE
PROJECT NUMBER: 2347924
OWNER: THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
ARCHITECT: A/R/C ASSOCIATES, INCORPORATED

BID DATE AND TIME: January 29, 2025, 1:00 PM
LOCATION: Volusia County Schools
Facilities Services
Bid Conference Room
3750 Olson Drive
Daytona Beach, Florida 32124
Phone: 386-947-8786

MANDATORY PRE-BID CONFERENCE

DATE AND TIME: January 8, 2025, 10:30 AM
LOCATION: Heritage Middle School
1001 Parnell Court
Deltona, Florida 32738

All Bidders must attend the pre-bid conference. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

CONSTRUCTION TIME:

One Hundred Eighty (180) consecutive calendar days after written "Notice to Proceed".

BID DOCUMENTS:

Documents, including drawings and specifications, may be examined at the office of:

A/R/C Associates, Incorporated
601 N. Fern Creek Ave., Suite 100
Orlando, Florida 32803

Bid documents are available in digital format. Bidders may view, print or save copies of the bid documents via the Volusia County Schools website at: <https://www.vcsedu.org/facilities-design>
(Note: documents for proposals not published online.)

BID RESULTS:

The bid results will be available on the district web site at <https://www.vcsedu.org/facilities-design>
(Note: proposal results not published online.)

DIRECTIONS TO SCHOOLS AND FACILITIES

Directions to School Board of Volusia County schools and facilities are available via the district website at: <https://www.vcsedu.org/community-information-services/maps-and-directions>.

2. DEFINITIONS

- 2.1 **Contract:** *(select contract applicable to Project)*
☒ Standard Form Agreement between Owner and Contractor, AIA Document A101-2017, as modified by the Owner and General Conditions of the Contract for Construction, AIA Document A201-2017, as modified by the Owner.
☐ Standard Form of Agreement Between Owner and Contractor for a Small Project, FAC Document 625.
- 2.2 **Contractor:** The term Contractor as used in this Solicitation shall be defined as provided in Section 489.105(3), Florida Statutes (2003) and shall be licensed to perform that work and in direct contractual relationship with Owner.
- 2.3 **Bidder:** Contractor which has received a certificate of prequalification by the School Board in conformance with State Board of Education Rules and School Board Policy 604. Certificate of prequalification shall only entitle a Contractor to submit a bid and shall not constitute proof of Bidder's ability to perform a contract or serve as a substitute for any of the qualifications imposed on Contractor in the Solicitation.
- 2.4 **Lowest Responsible Bidder:** A Contractor who has the skills, qualifications, ability and experience to perform the contract, in all respects, as required by the Solicitation and who has submitted the lowest responsible bid.
- 2.5 **Non-responsive bid:** Shall include, but not be limited to, submission of a subcontractor without required licensing, submission of incomplete forms or documentation, failure to demonstrate the skills, qualifications, ability and experience to perform the contract as required by the Solicitation of both the Bidder and its subcontractor(s), or any other reason provided by law.
- 2.6 **Self-performance:** Performance of work by the Bidder in one or more of the types of work as disclosed under FAC Document 633, List of Subcontractors, which is undertaken and completed entirely by his own forces through the use of skilled and unskilled labor, supervision and equipment owned, operated and controlled by the Bidder without the assistance, employ, contract or reliance on any third parties, individual or corporate, except that a total of not more than 10% of the cost of performing the work, that is to be self-performed, may be expended to utilize outside sources to perform the work and then only when the third party assistance is so specialized as to be commonly employed in the industry as it is otherwise not economically reasonable to maintain it internally.
- 2.7 **School Board:** The School Board of Volusia County Florida. The term "Owner" may be used interchangeably.
- 2.8 **Solicitation:** Consists of the following documents: Project Manual, Advertisement for Bid, Drawings, Addenda. The term includes what is generally defined as "Invitation to Bid" and "Request for Proposals" in Section 287.012, Fla. Stat. (2003).
- 2.9 **Subcontractor:** Any person or entity under contract with a Contractor to provide services or labor for the construction, installation, or repair of an improvement of real property. For purposes of this Solicitation, this term does not include suppliers who provide only materials, equipment or supplies to a Contractor.

3. PREQUALIFICATION OF BIDDERS

The prequalification process and terms and conditions of certificates of prequalification shall be governed by Volusia County School Board Policy 604.

A Bidder's failure to hold a certificate of prequalification at the time of bid submittal shall result in the automatic rejection of that bid.

4. BID SUBMITTAL

Each Bidder, on or before the bid date and time specified above, shall sign and submit, to Volusia County Schools, Facilities Services, 3750 Olson Drive, Daytona Beach Florida 32124, one (1) original and one (1) copy of the FAC Document 632, Bid Form, of the Solicitation in the format provided herein, with all bid information completed and two (2) copies of all other required bid documentation. If bids are delivered by U.S. mail, or some other form of delivery other than hand-delivery, a return receipt may be requested. Submittals containing any condition, omissions, unexplained erasures, alterations, items not called for or irregularities of any kind may be rejected by the School Board. Any additions or deletions made before bid opening shall be made solely on FAC Document 632, Bid Form. Verbal or digital bid submittals will not be considered.

Each Bidder's submittal shall be placed in an envelope and sealed and marked with the name of the project. Required bid documents included with the Bid Form shall be assembled as follows: FAC Document 632 Bid Form, AIA Document A310 Bid Bond (if required for this project), Power of Attorney (if required for this project), FAC Document 633 List of Subcontractors and then any other documents required. Bid documents (original set and copy set) shall be stapled or paperclipped, binders of any kind as well as separation pages should not be used. Failure to submit any bid document or bid information with the bid, as specified, shall result in the bid being rejected as non-responsive.

The School Board expressly reserves the right to waive minor technicalities, and to use sufficient time to investigate the bids and the skills, qualifications, experience and ability of the Bidders and its subcontractor(s) to fully perform the contract requirements. Any refusal by a Bidder or subcontractor(s) to respond to the School Board's request for information shall deem a bid non-responsive and serve as grounds for rejection of the bid by the School Board. Any documentation requested by School Board during this investigation process shall not be deemed a supplement to a bid, but as part of its good faith investigation process. Any withdrawal of a subcontractor by a Bidder without good cause shown shall deem a bid non-responsive and serve as grounds for rejection of the bid by the School Board; however, in no event shall any substitution of a subcontractor result in an increase in the bid amount.

A Bidder's failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the right to protest under Chapter 120, Florida Statutes, or by any other means.

Award of the contract will be made to the lowest responsible Bidder for the actual amount bid; however, the School Board reserves the right to reject all bids as provided by law.

All bids shall be binding for a period of 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first. The bid amount of the successful Bidder, once approved by the School Board, shall not be subject to change or withdrawal.

5. AIA DOCUMENT A310, BID BOND - REQUIRED

If a Bid Bond is required, the Bid and Bid Bond must be accompanied by a certified check or cashier's check in an amount equal to five (5) percent of the total bid and shall be made payable to the "School Board of Volusia County Florida." The bond or check shall be irrevocable for 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first.

All Bidders shall submit one (1) copy of the Bid Bond on form AIA Document A310 Bid Bond. Surety companies providing Bidders' bonds shall be licensed to operate in the State of Florida and shall be rated "excellent" or better by Best Insurance Rating Guide. The bond shall be signed or countersigned by a

Florida Resident Agent. You must provide a signed Power of Attorney for each copy of the bond. A Bidder may, at its option, submit a certified check from a Florida bank or a cashier's check as bid security, original and one photostat copy required.

6. SUBCONTRACTOR DISCLOSURE

Bidders shall furnish, on the FAC Document 633, List of Subcontractors form, a full disclosure of subcontractors to be utilized on the project or a clear representation of the Bidder's intent to self-perform the work, as defined, as an attachment to FAC Document 632, Bid Form.

7. EXAMINATION OF SITE

Bidders are required to visit the construction site, prior to bidding, compare the Drawings and Specifications with any work in place and inform themselves of all conditions thereof. Failure to visit site will in no way relieve the successful Bidder from furnishing materials or performing any work necessary to complete the project in accordance with the contract documents, and specifications.

8. ADDENDA

Only those Contractors who attend the mandatory pre-bid meeting will be notified via email of the issuance of Addenda for this project. All addenda will be published on the Owner's website.

(Note: addenda for proposal projects not published online.)

9. PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

10. BID PROTEST BOND

As a condition precedent to filing a bid protest pursuant to Section 120.57(3)(f), Florida Statutes, a protestor shall post a bid protest bond consistent with Section 255.0516, Florida Statutes. Any failure by a protestor to file a bid protest bond with the School Board at the time of filing a bid protest shall result in a dismissal with prejudice of the protest for failure to comply with Section 255.0516, Florida Statutes. All bid protests must be accompanied by a bid protest bond in the form provided herein and a certified check or cashier's check in an amount consistent with that identified in Section 255.0516(1) or (2), Florida Statutes for this project.

11. CONTRACTOR ACKNOWLEDGMENT FORM

The successful Contractor shall submit an executed Contractor Acknowledgment Form (included in these specifications) to Facilities Services before work begins. On this form the Contractor acknowledges that it has been given access to and has read the asbestos survey, management plan, re-inspection report (if applicable) and/or the certificate of final inspection (if applicable) for the school it will be working in. Further, it acknowledges that the Contractor must cease work and notify the project manager and asbestos program manager in the event of encountering materials not previously identified by the aforementioned reports.

This document must be submitted with the executed contract documents.

12. CONTRACT

The successful Bidder shall execute the Contract for the amount as submitted by the Bidder and approved by the School Board, within ten (10) working days after written notification of acceptance. A binding contract exists upon the issuance of the School Board's Notice of Acceptance of Bid.

The terms and conditions of this Solicitation shall prevail over any other conflicting language until the award of the contract to the lowest responsible Bidder and issuance of the School Board's Notice of Acceptance of Bid.

13. FAC DOCUMENT 640, PERFORMANCE AND PAYMENT BOND - REQUIRED

If a Performance and Payment is required, the successful Bidder shall submit four (4) signed copies of a Performance and Payment Bond from a surety insurer authorized to do business in the State of Florida equal to one hundred percent (100%) of the total contract amount. The School Board's standard Bond Form, included herein, shall be used to submit the information. The Performance and Payment Bond shall be submitted simultaneously with the execution of the Contract. The Performance and Payment Bond shall be subject to the provisions of Section 255.05, Florida Statutes, and shall not expire until one (1) year after the date of the Certificate of Final Payment. The Performance and Payment Bond shall be executed on the same day as the Contract and shall include a Power of Attorney for each copy of the Bond.

14. LIQUIDATED DAMAGES

The parties acknowledge the School Board will suffer damages if the project has not reached Substantial Completion and Final Completion on the dates set forth in the Contract. The damages suffered by the School Board, in the event of a delay, are not readily ascertainable. Due to the difficulty in ascertaining the damages, the Contractor and the Contractor's surety shall be liable for and shall pay, as liquidated damages, the sum of Two Hundred Fifty dollars and Zero cents (\$250.00) per calendar day for each calendar day or part thereof, the delay in the project continues beyond the deadline set by the terms of the Contract for Substantial Completion of the work. The parties acknowledge that these sums are not a penalty, but are the amount agreed upon by the parties as liquidated damages representing the losses to the School Board which would be incurred in the event the project is delayed by the Contractor beyond the date of Substantial Completion and the date of Final Completion as set forth in the Contract.

15. TIME OF THE ESSENCE

Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.



BID FORM
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 632

TO: School Board of Volusia County Florida
Facilities Services
3750 Olson Drive, Daytona Beach Florida 32124
(386) 947-8786

The undersigned, having become familiarized with the local conditions affecting the cost of the work and with the Drawings and Specifications as prepared by A/R/C Associates, Incorporated hereby submits the following bid / proposal:

Facility Name: Heritage Middle School
Project Name: Replace Roof Campus Wide
VCS Project No.: 2347924

COMPANY NAME: _____
ADDRESS: _____
PHONE: _____

I (We) propose to furnish all labor, materials, equipment and services necessary for the completion of the above project, all in accordance with the Drawings and Specifications hereof, including any addenda issued, as indicated below.

BASE BID

Note: modify the format in the box below as needed for this project.

As shown on the drawings and specifications, the sum of:

_____ (\$ _____).

ALTERNATES - No alternates for this project.

(Note: A/E insert description below; add additional Alternates as needed.)

ALTERNATE NO.1: *(insert description here)*

If the owner elects to proceed with Alternate No. 1, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____).

UNIT PRICES - As described below.

(Note: A/E insert description below; add additional Unit Prices as needed.)

UNIT PRICE A: Cost per linear foot to replace any existing deteriorated 2 x 6 pressure treated wood nailers along roof edge or within roof system or accessories. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. Base proposal shall include the replacement of 800 linear feet of pressure treated wood nailers, one layer thick. If this quantity is not used, the Owner will receive a credit for the unused quantity based on this same unit cost.

If the owner elects to proceed with Unit Price A, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____) per _____.

UNIT PRICE B: Cost per square foot to remove existing deteriorated gypsum roof board and replace with new gypsum roof board like in kind. The exact locations and extent of replacement to be determined in the field by Owner and Architect. Base bid shall include the replacement of 800 square feet of damaged gypsum roof board. If this quantity is not used, the Owner will receive a credit for the unused quantity based on this same unit cost.

If the owner elects to proceed with Unit Price B, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____) per _____.

UNIT PRICE C: Cost per square foot to remove and replace deteriorated existing 4" thick non-tapered rigid insulation. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of 800 square feet of 4" thick non-tapered rigid insulation. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on this same unit cost.

If the owner elects to proceed with Unit Price C, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____) per _____.

UNIT PRICE D: Cost per square foot to remove and replace deteriorated existing metal decking matching depth, profile, and gage of existing deck. Proposal shall be based on steel deck installed per SDI guidelines, although exact deck used will need to be field verified. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of 480 square feet of metal deck. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on this same unit cost.

If the owner elects to proceed with Unit Price D, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____) per _____.

UNIT PRICE E: Cost per square foot to remove and replace deteriorated or damaged existing metal vertical siding in "like-kind" matching depth, profile, finish and gage of the existing siding. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of 1,600 square feet of metal vertical siding beyond that indicated by the project details. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on this same unit cost.

If the owner elects to proceed with Unit Price E, as described in the Contract Documents:

☐ add / ☐ deduct _____

(\$ _____) per _____.

BID SECURITY - REQUIRED

If required, bid security in an amount equal to 5% of the total bid proposal is enclosed with the understanding that this proposal shall remain in full effect for a period of 60 days starting at the bid opening date and time.

The undersigned agrees to commence work under the Contract on or before a date to be specified in the written FAC Document 650 Notice to Proceed, and to substantially complete the project within one hundred eighty (180) consecutive calendar days thereafter, as specified in Article 3 of AIA Document A101-2017 Agreement, or Article 2 of FAC Document 625 Agreement, which ever is applicable to this project.

The Bidder acknowledges the following addendum (addenda) is made an integral part of the bid documents:

Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In submitting this bid / proposal, the Bidder acknowledges this bid / proposal is based on all construction documents and addenda as posted on the Owner's website or otherwise provided by the Owner's representative. The Owner reserves the right to accept or reject any or all bids / proposals and is not obligated to accept the lowest responsible bid / proposal.

OFFICIAL COMPANY NAME AND ADDRESS:

_____	By: _____
_____	(Signature)
_____	_____
_____	(Print Name, Title)
_____	_____

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this day of ,

_____	_____
(Witness)	(Contractor as Principal) (Seal)
_____	_____
	(Title)
_____	_____
	(Surety) (Seal)
_____	_____
(Witness)	(Title)

Init.
/



LIST OF SUBCONTRACTORS
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 633

Bidder Company Name: _____
Facility Name: Heritage Middle School
Project Name: Replace Roof Campus Wide
VCS Project Number: 2347924

This form shall be considered an integral part of FAC Document 632, Bid Form, and shall be submitted with the Bid Form.

The term Subcontractor as used herein shall be used as defined in FAC Document 631, Instructions to Bidders.

For each "TYPE OF WORK" listed below, list the name of the subcontractor who will be performing any portion of that work. Use additional sheets, if needed.

Bidder may list itself to self-perform, as defined in FAC Document 631, Instructions to Bidders, a type of work when the Bidder is currently licensed to and shall perform that type of work and provides completed FAC Document 634, Bidder Project Data for Self-Performed Projects, within five (5) days to the date of this bid, for at least two (2) previously self-performed projects of comparable size and scope of this Contract for the last five (5) years.

There shall be no exceptions to a Bidder's obligation to provide the aforementioned documentation in the time frame provided. Failure to provide any of the aforementioned documentation or comply with the requirements of this form shall constitute a material deviation from the requirements of this Solicitation and shall serve as grounds for rejecting the bid as non-responsive.

(Consultant: modify the list of work in the table below as needed for the Project.)

TYPE OF WORK

SUBCONTRACTOR

1. Roofing



BIDDER PROJECT DATA
FOR SELF-PERFORMED PORTIONS OF THE WORK
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 634

Facility Name: Heritage Middle School
Project Name: Replace Roof Campus Wide
VCS Project No.: 2347924

Instructions to Bidder: Work completed in the past 5-years. For each type of work proposed to be self-performed by Bidder in FAC Document 633 of the Solicitation, provide full responses to this form. In the event Bidder requires additional space, Bidder is authorized to reproduce this form.

Submitted by - Firm Name: _____
Firm Address: _____

Self-performed Project No. 1

Project: _____

A. Type of Work: _____
Description: _____ Date Completed: _____
Location: _____
Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____
Contact Person(s): _____ Phone: _____
Email: _____
Office Address: _____

C. Arch. or Eng.: _____
Contact Person(s): _____ Phone: _____
Email: _____
Office Address: _____

Self-performed Project No. 2

Project: _____

A. Type of Work: _____
Description: _____ Date Completed: _____
Location: _____
Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____
Contact Person(s): _____ Phone: _____
Email: _____
Office Address: _____

C. Arch. or Eng.: _____
Contact Person(s): _____ Phone: _____
Email: _____
Office Address: _____

Self-performed Project No. 3

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

Self-performed Project No. 4

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

The foregoing is a statement of fact. Any inaccurate information disclosed in this form shall constitute a major deviation from the Solicitation and result in the rejection of bid as non-responsive to the requirements of the Solicitation.

Print Name

Title

Signature

Date



TRENCH SAFETY ACT FORM
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 635

Facility Name: Heritage Middle School
Project Name: Replace Roof Campus Wide
VCS Project No.: 2347924

This form shall be completed, signed and submitted with FAC Document 632, Bid Form. Failure to submit this form at the time of bid will constitute automatic disqualification and non-acceptance of bid proposal.

The undersigned, herein called "Bidder", has determined to his own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed properly on this project.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
Total				_____

In Witness whereof, the Bidder as hereunto set his signature and affixed his seal

this _____ day of _____ in the year _____

Firm: _____ (SEAL)

By: _____

Name and Title: _____



BID PROTEST BOND
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 636

Bond Number:
Facility Name:
Project Name:
VCS Project No.:

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (*select one*) ☐ corporation ☐ joint venture ☐ partnership ☐ proprietorship ☐ limited liability company organized and existing under the laws of the State of _____, and duly authorized to do business in the State of Florida and having its principal place of business at _____ as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____ as SURETY, are held and firmly bound unto the School Board of Volusia County Florida as OBLIGEE in the amount of _____ Dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under provisions of Section 255.0516, Florida Statutes. The above-named principal has initiated an administrative protest pursuant to Section 120.57, Florida Statutes, regarding the School Board of Volusia County's (Board) bid solicitation, bid rejection or contract award for the above-referenced project, which protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all costs and attorneys' fees which may be adjudged against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

NOW, THEREFORE, if the Principal, after conclusion or termination of the administrative hearing process, and/or any appellate court proceedings regarding the protest, shall satisfy all attorneys' fees, costs and interest thereon, rendered by final order and/or judgment, in favor of the Board as the prevailing party, then the obligation shall be null and void; otherwise this bond shall remain in full force and effect.

The Board may bring an action in a proper court on this bond for the amount of such liability, including all additional costs and attorneys' fees associated with a claim against the bond.

PRINCIPAL _____

BY _____

TITLE _____

(CORPORATE SEAL)

ATTEST _____

TITLE _____

SURETY _____

BY _____

(CORPORATE SEAL)

TITLE _____

Florida Licensed Insurance Agent _____

NOTE: Power of attorney showing authority of Surety's agent or Attorney in fact must be attached.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

School Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720
Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Contract documents include the Contractor's bid or proposal.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the ~~Owner~~ Architect.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than () consecutive calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The parties acknowledge the Owner will suffer damages if the project has not reached Substantial Completion and Final Completion on the dates set forth in the Contract. The damages suffered by the Owner, in the event of a delay, are not readily ascertainable. Due to the difficulty in ascertaining the damages, the Contractor and the Contractor's surety shall be liable for and shall pay, as liquidated damages, the sum of _____ dollars _____ cents (\$ _____) per calendar day for each calendar day or part thereof, the delay in the project continues beyond the deadline set by the terms of the Contract for Substantial Completion of the work. The parties acknowledge that these sums are not a penalty, but are the amount agreed upon by the parties as liquidated damages representing the losses to the Owner which would be incurred in the event the project is delayed by the Contractor beyond the date of Substantial

Init.

Completion as set forth in the Contract. Time is of the essence. Any such liquidated damages may, at the option of the Owner, be withheld and deducted from any unpaid portion of the Contract sum.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month and certified to the Owner by the seventh day of the month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect and certified to the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect and Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall not make changes in the Schedule of Values without prior approval of the Architect and Owner.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- ~~.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Projects with a total cost for construction services of more than \$200,000.00 shall have retainage withheld from each payment at five percent (5%); as required by CS/HB101 effective October 1, 2020, amending 218.735 F.S.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 applicable for Final Payment along with all warranties, guarantees, close out documents including all as built drawings in paper document and digital combined PDF format, transmitted via FTP or other Owner accepted protocol, and items required under the Contract Documents as submitted to the Architect or Engineer for review and transmittal to the Owner; and
- .3 Board acceptance of the Certificate of Final Inspection (CFI); and
- .4 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made ~~no later than~~ 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. A201-2017.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

~~§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party. The Contractor's representative shall not be changed without prior written approval by the Owner.~~

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7-8.6~~ Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.5-4~~ Drawings

Init.

Number	Title	Date
<u>Exhibit B – List of Drawings</u>		

~~6~~ 5 Specifications

Section	Title	Date	Pages
<u>Exhibit C – List of Specifications</u>			

~~7~~ 6 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~8~~ 7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

—

☐ ~~The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~9~~ 8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

This Agreement entered into as of the day and year first written above.

School Board of Volusia County Florida

OWNER *(Signature)*

Chairman

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

WITNESS *(Signature)*

(Printed name and title)

WITNESS *(Signature)*

(Printed name and title)

Init.

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

School Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720
Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

THE CONTRACTOR:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner, at its discretion, may modify this document at any time during the preparation of the Contract to conform to the Project.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this ~~Article A.2~~ Section A.2.2 and, upon the Contractor's request, provide a copy of the ~~property-insurance policy or policies required by Section A.2.3,~~ required. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

Init.

§ A.2.2 Liability Insurance

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.~~

§ A.2.2 Liability and Property Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability and property insurance.

§ A.2.3 Required Property Insurance

~~§ A.2.3.1 Unless this obligation is placed on the~~ The Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, ~~the Owner-Contractor~~ shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner-Contractor~~ shall be responsible for all loss not covered because of such deductibles or retentions. Deductibles in excess of \$50,000 shall not be permitted.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the ~~Owner~~ Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The ~~Owner~~ Contractor shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The ~~Owner~~ Contractor shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the ~~Owner~~ Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☒ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

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interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☒ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Failure of the contractor to obtain and maintain required insurance shall be grounds for termination of the Contract by the Owner. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured, including a copy of the additional insured form attached to the certificate of insurance, on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Umbrella excess liability shall be provided for Projects with a contract sum in excess of one million dollars (\$1,000,000); not less than one million dollars (\$1,000,000) over primary insurance; and retention for self-insured hazards for one million dollars (\$1,000,000).

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The Contractor, for your Work, shall maintain completed operations coverage for itself and each additionally insured for at least five (5) years or the Florida Statute of Repose whichever is greater. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance ~~companies~~ companies, rated by A.M. Best "A-" or better, lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the

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expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$1,000,000) per claimant, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; ~~and~~
- .5 the Contractor's indemnity obligations under Section 3.18 of the General ~~Conditions-Conditions:~~
- .6 contractual liability for bodily injury and property damage not less than one million dollars (\$1,000,000) per claimant and each occurrence; and for property damage two million dollars (\$2,000,000) general aggregate; and
- .7 property damage liability shall provide X, C and U coverage.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired, leased, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. The Owner is to be named as additionally insured. The State of Florida has no-fault automobile insurance requirements; the Contractor shall be certain coverage is provided which conforms to any specific stipulation in this law.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower

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coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits, State, Chapter 440 Florida Statutes, and Federal, e.g. Longshoremen's Statute, statutory limits with policy limits not less than one million dollars (\$1,000,000.00) each accident, each employee and policy limit.

§ A.3.2.5.1 In the event the Contractor is using leased employees (PEO arrangement), provide the same workers' compensation policy limits as Section 3.2.5; and a waiver of subrogation in favor of alternate employers endorsement showing the subcontractor as the alternate employer.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☒ **§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3-insurance.** The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any

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deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☒ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site, including scaffolding and other equipment used on the Project, on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

§ A.3.4.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ A.3.4.2 Unless otherwise agreed in writing prior to beginning Work, the Contractor shall furnish and pay for a Performance and Payment Bond on the Project in the amount of one-hundred percent (100%) of the Contract Price. The liability under said Bond shall be coextensive with the Contractor for all damages arising out of Contractor's breach of this agreement or failure to perform, including, but not limited to, delay damages, liquidated damages (if any), completion of punch lists and the Contractor's responsibilities under Section 12.2.2.1 of the General Conditions. "Conditional" Payment Bonds under Florida Statutes, Section 713.245, shall not be acceptable. Proper Power of Attorney shall accompany said bonds.

§ A.3.4.3 The Contractor shall provide a Public Construction Bond as required by 255.05 F.S.; the Performance and Payment Bonds shall be on forms provided and approved by the Owner.

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§ A.3.4.4 Bonds shall be secured through sources acceptable to the Owner. To be acceptable to the Owner as Surety for Performance and Payment Bonds, a Surety Company shall comply with the following provisions:

- .1 the Surety Company must be authorized to do business in the State of Florida; and
- .2 the Surety Company shall have been in business and have a record of successful continuous operations for at least five years; and
- .3 the Surety Company shall have at least A.M. Best Company Policyholder's Rating of "A-" and "Financial Size Category" of class XI or an equivalent rating from the Insurance Commissioner if not rated by A.M. Best.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

School Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720
Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

All references herein to "Contractor" shall mean "Construction Manager" for Construction Management contract Projects in lieu thereof. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, ~~Conditions of the Contract (General, Conditions of the Contract (A201-2017 General Conditions of the Contract as modified by Owner hereinafter "A201-2017",~~ Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, ~~(3) a Construction Change Directive, or (4) or (3) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.2.1 Three (3) original Contract documents shall be signed by both parties with one (1) signed document delivered to Contractor after Owner approval.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

~~The Initial Decision Maker Architect~~ is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Third Party Beneficiary

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Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts for design or engineering services, all subcontracts, purchase orders as well as all agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into its respective subcontracts, supply agreements and purchase orders.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the ~~indicated~~ intended results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The term "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, for production of an item or system usable in the completed project.

§ 1.2.5 Where conflict or discrepancies exists within or between the Contract Documents or between the Contract Documents and applicable industry standards or applicable codes, ordinances, or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used:

- .1 The Agreement
- .2 Supplementary Conditions, if any
- .3 These General Conditions
- .4 Addenda, with those of later date having precedence over those of earlier date
- .5 Specifications
- .6 Drawings

§ 1.2.6 Any organization's document referred to, unless otherwise specified in the Specifications, shall mean the latest edition of such document adopted and published prior to the date of the Specifications, and such documents shall be a part of the Specifications with the same effect as if written therein in full.

§ 1.2.7 Dimensions indicated on any Drawings are required dimensions, regardless of measurement per given scale. The Contractor shall verify at the Site necessary levels, measurements, etc., for proper and complete fabrication, assembly and installation of Work. Where dimensions are not indicated, and exact location is not apparent, the Contractor shall notify the Owner and Architect. Inadvertent discrepancies or omissions of details, figures or notes on one drawing, where another drawing correctly sets forth such information, shall not be cause for additional charges or claims.

§ 1.2.8 The interrelation of the Specifications, the Drawings and the Schedules is as follows: The Specifications determine the nature of the setting of the various materials; the Drawings establish the quantities, dimension and details; and the Schedules give the locations. Should the Drawings disagree in themselves, or with the Specifications, the better quality or greater quantity of work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing, shall be performed or furnished. Explanatory notes on Drawings take precedence over Specifications. Figures given on Drawings take precedence over scaled measurements, and large-scale details take precedence over small Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The-Unless otherwise provided in the Owner's Agreement with the Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 Written notice requirements of this Contract imposed upon the Contractor shall be strictly construed and such requirements are a condition precedent to Contractor pursuing any rights or remedies hereunder. Contractor expressly waives its rights to claim any waiver by the Owner of such notice requirements based upon the Owner having actual knowledge, implied, verbal or constructive notice, suffering lack of prejudice or any other grounds as substitute for the failure of the Contractor to comply with the express written notice requirements herein.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
§ 1.7.1 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.7.2 The Owner, at its discretion and direction, intends to utilize Procore Construction Management software platform which is licensed to the Owner. Access to the platform shall be provided to the Contractor at no cost to the Contractor.

- .1 The Procore Certification Program, as applicable to the Contractor's software access, shall be provided to those deemed necessary by the Contractor and Owner for the Project. The program is a self-paced webinar format intended to familiarize the user with the software. Time will be allotted to the Contractor for this purpose.
- .2 The Contractor shall perform the following:

Init.

- .1 upload pertinent documents and files within the Procore software as established by the Owner; and
- .2 utilize Procore Tools to manage specific data based documents and information; and
- .3 collaborate and communicate with the Owner and Consultants within the Procore software; and
- .4 modify the drawings within the Procore software throughout the Project in order to create as built drawings; and
- .5 other Owner assigned and/or required Procore software processes necessary for the successful completion of the Project.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Public Records Compliance

§ 1.9.1 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at (386) 734-7190 extension 20119, custserv@volusia.k12.fl.us or 200 North Clara Avenue, DeLand Florida 32720. The Contractor shall:

- .1 Keep and maintain public records required by the school district to perform the service; and
- .2 Upon request from the school district's custodian of public records, provide the school district 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 this chapter or as otherwise provided by law; and
- .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 contract term and following completion of the contract if the Contractor does not transfer the records to the school district; and
- .4 Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the Contractor or keep and maintain public records required by the school district to perform the service. If the Contractor transfers all public records to the school district upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

§ 1.9.2 Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive termination or expiration of the contract.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. term "Owner" means the Owner or the Owner's authorized representative, who shall be the Superintendent or designee. The Owner's Representative is authorized to act on the Owner's behalf as provided herein and in applicable law, regulation or ordinance. The Owner's Representative has the authority to reject unsatisfactory work and to stop the work if necessary to ensure its proper execution. Failure of the Owner's Representative, in any one or more instances, to insist on strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment of future insistence of any such terms or options.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information~~

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner ~~shall~~ may, at Owner's sole discretion, retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is

identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner ~~shall employ a successor to whom the Contractor has no reasonable objection and may employ a successor~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys ~~to the extent available to the Owner, without being responsible for the accuracy of completeness of same,~~ describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

~~If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.~~

§ 2.4.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

§ 2.4.2 If, after consultation with the Architect, suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. If the Contractor, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances which may adversely affect the quality of the Work if the Work were continued, the Contractor shall immediately notify the Owner and the Architect of such belief and describe with particularity the reasons therefor.

§ 2.5 Owner's Right to Carry Out the Work

~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect commence and continue to carry out the Work. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The right of Owner to stop the Work pursuant to this Section 2.5 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.~~

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Familiarity with local conditions shall include, without limitation, (1) the condition and layout of the Project site and surrounding locale, (2) available labor supply and costs, (3) available subcontractors and suppliers, (4) the prevailing climate, including the impact of rain and saltwater environment, (5) available material and equipment and costs, and (6) other similar issues. Extra payments will not be authorized for Work that could have been foreseen by careful examination of the Site. Execution of the Contract shall constitute acceptance, by the Contractor, of existing Site conditions as a part of the requirements for this Work, except as to concealed and unknown conditions as provided in Section 3.7.4. Contractor shall make no claim for additional time or money based upon its failure to comply with this Paragraph.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and ~~attention~~ attention and in accordance with all local and Florida licensing requirements and Florida Building Code. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures,

and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. The Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

§ 3.3.3 ~~The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.~~ enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, sound producing devices and the like are prohibited on the Project site. The Contractor shall not be permitted to use restrooms or other sanitary facilities within the Owner's existing buildings or on-site facilities.

§ 3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Neither the presence or absence of the Owner or Architect shall relieve the Contractor from any requirements of the Contract Documents.

§ 3.3.5 The Contractor will be responsible for all building grades, lines, levels, etc., required for layout of the Work.

§ 3.3.6 If required by Owner on a Project where applicable, at the earliest possible time after the commencement of the Work on the Project site, the Contractor shall have all property corners and benchmarks verified or established by a state-licensed land surveyor, shall locate the Project on the Project site, establishing necessary reference marks and axes from which the Work accurately can progress, shall furnish Architect evidence of such verification and shall report at once any errors discovered during the process of such verification.

§ 3.3.7 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.3.8 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute of the Contractor, its subcontractors or suppliers, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~

Equal Opportunity

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§ 3.4.2.1 The Contractor shall maintain policies of employment as follows: (1) the Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability; (2) the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, gender, religion, national origin, ethnicity, sexual orientation, age or disability.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or other appropriate written directive by the Owner.

§ 3.4.4 Value Engineering Incentive

§ 3.4.4.1 Any proposal initiated and developed by the Contractor for variation from contractual requirements, which to be acceptable under the Contract would necessitate issuance of a contractual change and which reduces the cost of performing the Contract, without degrading operational functions: e.g., performance, reliability or maintainability of the item. Such proposals would be submitted by the Contractor to the Architect in the same form as prescribed for any other proposal, which would likewise necessitate a change in the contractual requirements but would include a statement that they are a proposed Value Engineering Change subject to the operation of this clause.

§ 3.4.4.2 The Architect will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without the Architect's prior written acceptance which will be evidenced by Change Order. However, any Value Engineering Change accepted by the Architect shall not result in any increase in the Contract Price or Contract Time. By making a request for a Value Engineering Change, the Contractor agrees to pay directly to the Architect all Architect's fees and charges related to the Architect's review of the request for Value Engineering Change, whether or not the Architect accepts the request. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

§ 3.4.5 Owner Direct Purchase

§ 3.4.5.1 The Owner is tax exempt and may wish to exercise its right to purchase directly various construction materials, supplies and equipment that may be part of the Contract. The Owner will, via its purchase orders, purchase that material and the Contractor shall assist the Owner in the preparation of purchase orders. The Owner may direct the Contractor to prepare the purchase order on the Owner's form and make ready for verification and execution by the Owner. The materials shall be purchased from the vendors and or suppliers originally selected by the Contractor, for the price originally negotiated by the Contractor. Within thirty (30) days of the Notice to Proceed (NTP) the Contractor shall prepare a complete list of materials, supplies and equipment, including the cost of each item, for the Project and the Owner will advise the Contractor in writing which items from the list the Owner wishes to purchase directly.

§ 3.4.5.2 At a time deemed acceptable to the Owner, the Contract amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes and surtax as levied. Issuance of the purchase orders by the Owner does not change any of the Contractor's responsibilities regarding material purchases, or installations, with the exception of the payments for the materials purchased. The Contractor remains responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expedition, receiving and unloading, certifying the accuracy of shipping tickets and invoices, installation, cleaning, all applicable warranties and that all materials purchased meet the requirements of the Contract Documents. The Contractor shall certify all invoices as accurate and acceptable and forward to the Owner the certified invoices for payment by the Owner.

§ 3.4.5.3 In the event that materials, supplies or equipment purchased under this option are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the Contractor to initiate legal action against the responsible party, the Owner agrees to assign and subordinate to the Contractor any claims the Owner has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the Contractor in such legal action.

§ 3.4.5.4 The Contractor agrees to execute the Owner's document "Contractor's Direct Material Purchase Affidavit" and to submit the affidavit to the Owner along with the above described list of materials, supplies and equipment, as agreed to between the Owner and Contractor. Tax savings will be returned to the Owner via Change Order.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these ~~requirements~~ requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Architect~~ Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work ~~provided by the Contractor in accordance with the laws of the state and other taxing authorities in the jurisdiction where the Project is located~~ that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall procure all certificates of inspection, use, occupancy, permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included within the Contract Sum.

§ 3.7.1.1 Certain permits, regulations and fees may apply to work involved in this Project when such work takes place beyond the limits of the school site. This may include but not be limited to hauling and disposal of materials and debris resulting from demolition. The Contractor shall obtain any such permits, comply with all applicable regulations and pay the cost of any and all fees required by such offsite work.

§ 3.7.1.2 The Owner's building department is the authority having jurisdiction for building code compliance unless otherwise provided in the Contract Documents. The Owner's building permit is required to be issued before construction may commence and will be furnished to the Contractor at no cost upon compliance with permit application requirements.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Contractor shall comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, including the Occupational Safety and Health Administration Act of 1970 (OSHA) as amended from time to time.

§ 3.7.3 If the Contractor performs Work ~~knowing it to be contrary~~ to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions (Excluding Claims for Unsuitable Soils)

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines

that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. No adjustment in Contract Sum or Contract Time shall be allowed pursuant to this Article to the extent the concealed or unknown condition should have been reasonably discovered by the Contractor during pre-bid site inspections, review, or preconstruction services. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Claims for Unsuitable Soils "Unsuitable soil" does not include soil with high or low moisture content or soil adversely affected by weather conditions and no claim for additional cost will be accepted based solely on the moisture content of excavated material. If the excavated material is unsatisfactory for the specified use on the project solely because of either high or low moisture content or the soil is adversely affected by weather conditions, the Contractor may, in its discretion, either (1) process the material to adjust the moisture content to the specified condition or an acceptable condition if not specified, or (2) remove the material and replace it with satisfactory material. Contractor's election of either option will be at Contractor's expense with no additional cost to the Owner.

§ 3.7.7 E-Verify

§ 3.7.7.1 State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02) requires all agencies under the direction of the Governor to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system. Further, in conjunction with Section 448.095 F.S., the Contractor is directed to include as a condition of all contracts for the provision of goods or services to the School Board of Volusia County in excess of nominal value, an express requirement that the Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that the Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. To enroll in the E-Verify system employers should visit www.e-verify.gov.

§ 3.7.7.2 Failure to comply shall be cause for termination of contract by the Owner, at its sole discretion. The Contractor is liable for any additional costs incurred as a result of the termination of Contract. Section 448.095(2) F.S.

§ 3.7.7.3 The Contractor is required to submit to the Owner FAC Document 639, Contractor E-Verify Affidavit, upon contract execution.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during all performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be satisfactory to the Owner in all respects, and Owner shall have the right to require Contractor to dismiss from the Project any superintendent whose performance is not satisfactory to Owner, and to replace such superintendent with a superintendent satisfactory to Owner. The Contractor shall not replace the superintendent without the written consent of the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 If required by Owner, a list of all supervisory personnel, including the project manager and superintendent, that the Contractor intends to use on the Project and a chain-of-command organizational chart shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organization and chain-of-command other than as approved by Owner in writing and shall not change such personnel or form of organization without the written approval of the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, ~~promptly after being awarded within thirty (30) days after execution of the Contract,~~ shall submit for the Owner's and Architect's ~~information-written approval~~ a Contractor's construction schedule for the Work. The construction schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the Owner and conditions of the Work and Project.

§ 3.10.2 ~~The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow Within thirty (30) days of Notice to Proceed (NTP), the Contractor shall prepare, for the Architect's approval, and thereafter keep current, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. No payment shall be due until this schedule is submitted and approved.~~

§ 3.10.3 The Contractor shall perform the Work in ~~general accordance-conformity~~ with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 If the Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including milestones, no liability of the Owner to the Contractor for any failure of the Contractor to complete early shall be created, whether or not the Owner approve such schedule.

§ 3.10.5 At the Owner's option, the Contractor shall provide a schedule utilizing critical path techniques to measure the progress of the Work. Such schedules shall be subject to the Owner's and Architect's written approval.

§ 3.10.6 Float or slack is not for the exclusive use or benefit of either the Owner or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceed the total float along the activity chain involved at the time the change was ordered or the delay occurred. Notwithstanding the above, the Contractor shall only be entitled to an extension of the time for an excusable delay to the critical path of the Work that delays completion of the Project beyond the completion date stated in the Agreement.

§ 3.10.7 The Contractor acknowledges that the Owner may retain the services of a scheduling consultant at the Owner's expense. The Contractor shall cooperate with any such scheduling consultant at the Owner's direction, including, without limitation, with regard to the preparation of the Project schedule.

§ 3.11 As Built Drawings and Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 As Built drawings shall be updated monthly, which shall be a condition precedent to all Progress Payments, and shall provide as much accuracy as possible. As built drawings of the completed Project are precedent to final payment and shall be submitted in paper document and combined PDF, or other Architect and Owner acceptable digital format, on CD, DVD or other approved file transfer protocol (FTP), transmitted from the Contractor to the Architect for review and acceptance.

§ 3.11.2 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.3 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved drawings shall be appropriately identified and delivered to the Owner within sixty (60) days of final completion of the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents ~~may~~shall be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the

Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor shall be returned by the Architect without action.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, professional in Florida, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Contractor shall assemble for the Architect's approval two (2) complete binders of all operating and maintenance data from all manufacturers whose equipment is or will be installed in the Work.

§ 3.12.12 The Contractor shall submit to Owner one copy of all submissions made to the Architect pursuant to this Section 3.12.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall be responsible for the permitting, erection, maintaining and removal of all construction signage. The Contractor must submit all sign copy for approval prior to erecting or displaying. The Contractor and Owner shall meet promptly after execution of the Agreement to determine reasonable requirements for ingress and egress from the site. Reasonable locations for staging, parking and a single construction entrance shall be designated by the Contractor, subject to the Owner's approval.

§ 3.13.2 The Contractor shall assure free, convenient, unencumbered and direct access to properties neighboring the Project site for the owners of such properties and their respective tenants, agents, invitees and guests.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The Contractor shall prevent paint, mortar and concrete splatter on concrete sidewalks and stair tower floors: Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the Contractor shall remove such objects from the construction site. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises utilizing a licensed cleaning service. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect at all times with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or ~~other documents~~ Instruments of Service prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, For one hundred dollars (\$100.00), which is included in the contract price, the other good and valuable considerations, receipt of which is hereby acknowledged by the Contractor as consideration for the indemnity herein; said Contractor hereby agrees to defend and indemnify the Owner and the Architect/Engineer and their Agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, loss or expense is attributable (1) attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a to, or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, and (2) caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them, any of them or anyone for whose acts they any of them may be liable, regardless of whether or not such claim, damage, loss, or expense it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a abridge or otherwise reduce any other right or obligation of indemnity which otherwise exist as to any party or person described in this Section 3.18 Article.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor acknowledges that for one hundred dollars (\$100.00) of the Contract Price, as recited in Paragraph 3.18.1 above, and other good and valuable consideration from the Owner and Architect/Engineer, constitutes consideration for giving the Owner and the Architect/Engineer, respectively, the indemnifications required in this Agreement and the Contract Documents. The limit of dollar amount of Contractor's indemnity obligations required by the Agreement and the Contract Documents specifically for those claims caused in whole or in part by the Owner and Architect/Engineer shall be \$1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Agreement and is incorporated by this reference into the Project specifications and bid documents, if any.

§ 3.18.4 Notwithstanding the above and without monetary limitation, the Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from 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 misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. final payment is due and with the Owner's authorization, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner ~~reasonably~~ informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) ~~known~~ deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies ~~observed~~ in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the ~~Architect~~ Architect, if any, in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner and Contractor shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change ~~Orders and Construction Change Directives, Orders, or other appropriate written directives~~ and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness no later than fifteen (15) days after receipt of the request.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Upon request of the Owner, claims, disputes and other matters in question relating to the execution or progress of the Work or the interpretation of the Contract Documents may be referred to the Architect for initial decision, which the Architect shall render in writing within a reasonable time, not to exceed fifteen (15) days after the date on which such request is made.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Subcontractors must be properly licensed in accordance with Florida law.~~

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution without due cause. The Owner may require the Contractor to change any Subcontractor, person, or entity in situations where the Owner determines that their Work is inadequate and adversely affects the Project.~~

§ 5.2.5 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, it has in any subcontractors or material suppliers which it proposes for the Project.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 or Termination for Convenience by the Owner pursuant to Paragraph 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and ~~obligations under the subcontract.~~ obligations under the subcontract subsequent to the date of acceptance of the assignment; however, in no event shall the Owner's acceptance of such an assignment release the Contractor from its obligations under the subcontract agreement or this Agreement. Subcontracts between the Contractor and its Subcontractors shall provide for the assignment of those subcontracts from the Contractor to the Owner at election of the Owner upon termination of the Contractor.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be ~~equitably adjusted for increases in cost resulting from the suspension.~~ adjusted for increases in direct cost resulting from the suspension beyond the thirty (30) days.

§ 5.4.3 ~~Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~ (Intentionally omitted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The ~~Owner shall~~ Owner, at its option, shall either (1) provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with ~~them~~ ~~them or~~ (2) shall require that the Contractor provide for such coordination, which the Contractor shall perform when directed by Owner to do so. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 If any Subcontractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any settlement, judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall indemnify and reimburse the Owner for all monies paid or to be paid including attorneys' fees and court or other costs which the Owner has incurred.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by ~~Change Order, Construction Change Directive, Order~~ or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Agreement on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged Work, including all direct and indirect costs of whatever nature, and all adjustments to the Contract Schedule.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. ~~A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.~~ An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the ~~Change Order, Construction Change Directive, Order~~ or order for a minor change in the Work. A change in Contract Sum or Contract Time shall be accomplished only by Change Order. No course of conduct, verbal discussions or dealings between the parties shall be the basis of claims by the Contractor to any change in the Contract Sum or Contract Time.

§ 7.1.4 If the Architect determines that a change or changes in the Work might be or are necessary or desirable, the Architect shall issue a proposal request to the Contractor in which the Architect describes the proposed change or changes in the Work. The Contractor shall respond to each such proposal request in writing within a reasonable time, but in no event more the fourteen (14) days after receipt, such response to contain (1) the amount of any increase or decrease in the Contract Price or Guaranteed Maximum Price for effecting the proposed change or changes in the Work (2) a written comprehensive and itemized cost breakdown of the estimated reasonable additional or reduced costs to the Contractor of all labor, materials and equipment required by such proposal requests and (3) the length of any extension or reduction of the Contract Time for effecting the proposed change or changes in the Work.

§ 7.1.5 If any Change Order, signed by the Owner and the Contractor, results in or contains an adjustment to the Contract Price, the amount of such adjustment shall be conclusively deemed and held to include the Contractor's applicable profit, Fee and costs of and for all applicable taxes, bond premiums, insurance premiums, supervision, overhead, profit, labor, labor impact and materials related to the Change Order and the additional Work required and/or contemplated thereby, and the Contractor shall be conclusively deemed and held to have waived any claim for any additional sum or time extension for delays, disruption, acceleration, loss of productivity, ripple effect, inefficiency or any other matter arising out of or in any way related to such Change Order and the additional Work contemplated thereby.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the ~~Work; Work, if any;~~
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.2.3.

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§ 7.2.3 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.2.2, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2.3 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.2.4 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.2.5 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.6 In subparagraph 7.2.3 above, the reasonable allowance for overhead and profit, including the Contractor's Fee, if any, included in the total cost to the Owner, shall be based on the following schedule, which shall be full compensation for all overhead and profit of whatever nature associated with the Change:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
- .2 For the Contractor, for Work performed by its Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor, for any Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for Work performed by its Sub-subcontractor, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Costs to which overhead and profit are to be applied shall be determined in accordance with subparagraphs 7.2.3.1 through 7.2.3.5.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of all increased and decreased costs to both Contractor and its Subcontractors as follows:
 - .1 Material quantities and unit costs.
 - .2 Labor costs identified with the specific item of material to be placed or operation to be performed.
 - .3 Construction equipment
 - .4 Workmen's Compensation and Public Liability Insurance.
 - .5 Overhead and Profit.
 - .6 Employment taxes under FICA and FUTA.
 - .7 In no case will a change over \$500.00 be approved without such itemization.

§ 7.3 Construction Change Directives(Intentionally omitted)

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1— Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2— Unit prices stated in the Contract Documents or subsequently agreed upon;
- 3— Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4— As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- 1— Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- 2— Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- 3— Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4— Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- 5— Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such

agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. ~~If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time writing and approved by the Owner. The Contractor shall not receive any additional compensation, nor shall there be any adjustment to the Contract Time as a result thereof.~~

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day including weekends and legal holidays unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the ~~Contractor and Owner.~~ Contractor.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. To ensure that Substantial Completion of the Work is achieved within the Contract Time, the Contractor will, before commencing the Work, submit to Owner a progress schedule showing milestone dates for completion of major portions of the Work which, if the milestone dates are met, will achieve Substantial Completion of the Work within the Contract Time. In the event any milestone date is missed, the Contractor will immediately accelerate the progress of the Work by taking those steps necessary to ensure that the next milestone date is achieved as originally planned, including without limitation, working seven days a week and overtime and employing additional employees or subcontractors. Unless the failure to meet a milestone date is caused by act of the Owner, the additional cost resulting from such acceleration shall not increase the Contract Sum.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~ Except as provided in Subparagraph 8.3.2, no adjustment in Contract Sum shall be made for any delays hereunder and no damages shall be paid by the Owner for such delay. The Contractor shall delay or suspend the progress of the Work, or of any part thereof, whenever he shall be so required by written order of the Owner, and for such periods of time as the Owner may order, providing that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the Contract Time for the Work so suspended or of Work delayed by such suspension shall be extended for a period equivalent to the time lost by reason of the suspension(s), except when the Contractor is notified to suspend Work on account of faulty construction or

construction methods that endanger the Work. Such order of the Owner shall not otherwise modify or invalidate in any way any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation from the Owner on account of such delay or delays, suspension or suspensions, except as provided below.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. When alterations or additions on the critical path are made to the Work, and such alterations or additions increase the overall completion date, the Contractor shall submit to the Architect in writing any resultant claim for an extension in the Contract Time, and shall deliver such claims to the Architect within ten (10) days after the occurrence of the event giving rise to the claim. The recommendation of the Architect regarding extension of Contract Time shall be submitted to the Owner for approval.

§ 8.3.2.1 Any approved changes in Contract Time shall be incorporated in a Change Order. No changes in Contract Time shall be made for any alterations or additions to the Work which are not demonstrated to affect the overall completion of the job. The provision of this Article 8 shall in no way alter, change or invalidate the provisions of the Contract Documents with respect to liquidated damages. The Contractor shall not be entitled to any delay damages or other compensation solely on account of an increase in Contract Time except in accordance with Section 8.3.4 below.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Notwithstanding Subparagraph 8.3.1, if the Work is delayed due to the fault or neglect of the Owner, and such delays have a cumulative total impact of more than fifteen (15) calendar days to the critical path, the Contractor may make claim pursuant to Article 4 for its actual and direct costs arising out of the delay. The Contract Sum shall be adjusted for such actual and direct costs, but in no event shall indirect, impact, inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs be paid on account of such delays. The Contractor hereby expressly waives its right to such delay or time-related costs or damages.

§ 8.3.4 In the event the Contractor accelerates its Work, without written authorization of the Owner, the Owner shall pay no overtime inefficiencies to the Contractor for such acceleration and the Contractor hereby expressly waives its right to recover such overtime inefficiencies.

§ 8.3.5 The Contractor's written claims for extension of Contract Time shall be accompanied by detailed dates, correspondence, notices and any other data which provides proof of the events which are the basis for the claim, including a network analysis justifying the time extension. Said network analysis shall specifically detail the extension of the critical path of the Project caused by the events, which underlie the time extension request. Any claim not including said data and network analysis shall be deemed waived.

§ 8.3.6 Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of the Owner; or by any acts or neglect by any separate contractor employed by the Owner; material or appurtenances for the Work; or by riot, insurrection, war (excluding wars involving the United States in the Mid-Eastern portion of the World), pestilence, fire, earthquakes, cyclones, floods, epidemics; or through any act, default or delay of other parties under contract with the Owner; then the Contract Time for the Work so delayed shall be extended for a period equivalent to the time lost. Such allowance shall not be made unless a claim for extension of time is made by the Contractor to the Owner and Architect in writing within ten (10) days from the time when the alleged cause for delay occurs.

§ 8.3.7 It is further expressly agreed that the Contractor shall not be entitled to any damages or compensation from the Owner on account of any delays resulting from any of the causes specified above except those circumstances where delays are caused by the Owner or by parties under contract with the Owner, in which circumstances the Contractor shall be entitled to compensation (1) for Contractor's actual costs of increased direct jobsite wages resulting from the extended completion date caused by Owner; and (2) for extra premiums on bonds actually paid by the Contractor on account of the additional time required to complete all Work hereunder. Any change in the Contract Time resulting from any claims for delays shall be incorporated in a signed Change Order upon approval of the change by the Owner.

§ 8.3.8 Except for weather events listed in Section 8.3.6 above, Contractor expressly assumes the risk for all weather delays of every kind and nature.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

~~§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. (Intentionally omitted)~~

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. The schedule of values shall be prepared in such manner that each major item of the Work and each subcontracted item of the Work is shown as a separate line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet, or other form acceptable to the Owner. This schedule, unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Contractor shall not make changes in the Schedule of Values without prior approval of the Architect and Owner. The form for the Application for Payment shall be AIA Document G702, supported by AIA Document G703, or other Owner approved form. The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single item on AIA Document G703 Application and Certificate for Payment Continuation Sheet, or other Owner approved form.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

~~§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. (Intentionally omitted)~~

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, ~~writing and bonded or insured as required by the Owner.~~ Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall submit, within 30 days after the date of commencement of the Work and thereafter as the Owner requires, schedules of materials and equipment for each category or subcontract for which application for payment under this Section 9.3.2 will be made, which schedules shall include items, quantities, value of unit prices with extensions. Schedules shall be updated on a monthly basis and submitted as an attachment to the Contractor's Application for Payment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

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Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make

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~~payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Contractor disputes any determination by the Architect and/or Owner with respect to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to complete the Work.~~

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. ~~Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ fourteen days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing ~~not in dispute~~ has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable direct costs of shutdown, ~~delay and start-up, plus interest and start-up~~ as provided for in the Contract Documents. Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided all sums not in dispute claimed by the Contractor are paid.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. For the Work or any designated portion thereof to be "Substantially Complete", the Work must also satisfy all of the following conditions, except to the extent the same shall be specifically waived or modified in writing by the Owner:

- .1 the Work has been completed in accordance with the Contract Documents, except for Punch List Work, to the extent required for the Owner to obtain an occupancy permit and such permit(s) shall have been granted by the appropriate authorities for all of the Work; and
- .2 all HVAC, plumbing and electrical systems included in the Work are functioning substantially in accordance with the Contract Documents; and
- .3 all life safety systems included in the Work are functioning in accordance with the Contract Documents; and
- .4 a Certificate of Substantial Completion has been issued by the Architect as required under Paragraph 9.8; and
- .5 all elevators, if any, included in the Work are functioning in accordance with the Contract Documents; and
- .6 all offices, rooms and public areas are ready to receive, or have received if required for issuance of a Certificate of Occupancy, furniture, fixtures and equipment supplied by the Owner.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions of the Work may not yet have expired. However, such action on the part of the Owner shall not be deemed to be an acceptance of any Work not completed in accordance with the Contract Documents. Likewise, absent the issuance of a Certificate of Substantial Completion by the Project Architect, no portion of the Work shall be subject to the running of the Contractor's bonded one (1) year guarantee on workmanship and materials, despite the fact that the building may be partially utilized. Where mechanical equipment is used prior to final inspection, the Owner shall perform routine maintenance and furnish those supplies that normally wear out in use, such as seals, packings, lubricants, etc. However, any major failure or breakdown of equipment not attributable to lack of maintenance or improper use or abuse of the equipment by Owner shall be made good by the Contractor under terms of its contract warranty, guarantee, bonds, etc.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. A reasonable sum may be withheld until the Contractor delivers to the Owner record Drawings, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions and maintenance manuals required to be furnished; and a final statement of the cost of the Work allocated in accordance with the budget and in a form approved by Owner.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. As a condition precedent to Final Payment, and as part of the Application for Payment, the Contractor shall deliver to the Owner all warranties, guarantees and other close out documents required under the Contract Documents.

§ 9.10.2.1 Final Payment is also contingent upon Owner approval of the Department of Education (DOE) document OEF 209, Certificate of Final Inspection (CFI).

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 After execution of the Certificate of Substantial Completion and the Certificate of Final Inspection (CFI), and prior to the submittal of the Final Certificate and Application for Payment, the Contractor shall submit to the Architect, along with the affidavits and other documents set forth in Section 9.10.2 above:

- .1 Validated warranties and notarized copies of all guarantees for equipment and materials as required by the Construction Documents, and, if applicable, as referred to in the Supplementary Conditions;
- .2 Copies of all approved Shop Drawings or installation diagrams and three (3) copies of all brochures, manuals, etc. of all equipment as offered by the manufacturers;
- .3 List of subcontractors and major material suppliers (shall include address, telephone number and name of individual to contact regarding this Project);
- .4 As built drawings of the completed Project in paper document and combined PDF or other Architect and Owner acceptable digital format, on CD, DVD or other approved file transfer protocol (FTP), transmitted from the Contractor to the Architect for review and acceptance; Architect shall review for inclusion in the record drawings then transmit to the Owner.

§ 9.10.7 Prior to submission of the Final Certificate and Application for Payment, Contractor and manufacturer's representatives shall provide free instruction in the proper use of installed equipment to representatives of the Owner as designated by the Architect. Instruction shall be given in presence of the Architect.

§ 9.10.7.1 Instruction of the Owner's designated Maintenance Supervisor in the proper methods of cleaning and maintaining all of the finished surfaces and the proper methods of replacement of the consumable items such as filters, light bulbs, washers, etc. shall be the responsibility of the Contractor.

§ 9.10.8 Prior to submission of the Final Certificate and Application for Payment, the Contractor shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all items of mechanical and electrical systems and shall fully instruct representatives of the Owner in the care and operation of such systems.

§ 9.10.8.1 Contractor shall submit to the Architect, along with final requisition for payment, two (2) copies of a manual for the Project, assembled and bound, presenting for the Owner's guidance full details for care and maintenance of equipment included in the Contract.

§ 9.10.8.2 Contractor shall, for this manual, obtain from subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same in overall operation and maintenance.

§ 9.10.9 During a valid warranty period, if the Contractor is unable or unwilling to respond immediately to make emergency repairs under conditions which the Owner may determine to be an emergency situation, the Owner reserves the right to make such emergency repairs and then to bill the Contractor for a fair and reasonable amount in the reimbursement for such repair.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. Contractor shall comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, including the Occupational Safety and Health Administration Act of 1970 (OSHA).

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

§ 10.2.10 Contractor shall maintain Work, materials and apparatus free from injury or damage from rain, wind, storms, frost or heat. If adverse weather makes it impossible to continue operations safely in spite of weather precautions, the Contractor shall cease Work and notify the Owner and the Architect of such cessation. The Contractor shall not permit open fires on the Project site.

§ 10.2.11 In addition to its other obligations pursuant to this Article 10, the Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs and the property of third parties (including municipalities) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall maintain streets in good repair and traversable condition.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Owner has on file at each school and the department of Facilities Services, the following information: (1) Asbestos Management Plan, and (2) Asbestos Survey Report. These documents are available for the Contractor's review at the above locations. The Contractor shall determine if the information contained therein is relevant to the Project. The Contractor shall execute the Owner's "Contractor Acknowledgement Form" of these documents.

§ 10.3.1.1 If during the construction of the Project any known hazardous material, or friable asbestos is suspected or encountered, Work in that area shall be suspended and the Owner's Representative shall be notified immediately.

§ 10.3.1.2 The Owner shall be responsible for investigation, removal and disposition of any such material in accordance with applicable laws and regulations. The Contractor will be directed by the Owner on further procedures concerning the project as a result of investigation, removal and disposition of such material.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall resume upon be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start up. Contractor, or in accordance with final determination by the Architect.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of

~~the party seeking indemnity. The Contractor shall not be required, pursuant to Article 13, perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).~~

~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor and its agents and employees from and against claims, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the Work itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable.~~

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred. (Intentionally omitted)~~

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

~~§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~(Intentionally omitted) § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. (Intentionally omitted)~~

§ 11.3 Waivers of Subrogation

~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

§ 11.3.3 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power. If such objection be made, the Owner shall not make any settlement with respect to such loss until a resolution has been reached by agreement between such parties in interest and the insurers or by a court of competent jurisdiction.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may require the Contractor to purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner Contractor as fiduciary and made payable to the Owner-Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner-Contractor shall pay the Architect and Contractor-Owner their just shares of insurance proceeds received by the Owner, Contractor, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner-Contractor shall notify the Contractor-Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor-Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor-Owner does not object, the Owner-Contractor shall settle the loss and the Contractor-Owner shall be bound by the settlement and allocation. Upon receipt, the Owner-Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect ~~or for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed.~~ Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established

under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the ~~Work. Work nor to Owner's right to make claim with respect to latent defects.~~

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as ~~appropriate and equitable. appropriate.~~ Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4-located.~~

§ 13.1.2 Historical lack of enforcement of any local law shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the local law enforcement.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party Contractor may not assign its rights or obligation under this Contract. If Contractor attempts to make such an assignment, it shall nevertheless remain legally responsible for all obligations under the Contract.~~

~~§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment. (Intentionally omitted)~~

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.1.1 During construction, periodic building code compliance inspections are required and will be performed by the Owner's building department inspectors when requested by the Contractor. It is the responsibility of the Contractor to properly request such code inspections and no Work shall be covered until such Work has been inspected for code compliance.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to assigned by the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.2.1 The Owner reserves the right to perform additional tests of materials, work and equipment provided under this Contract and will pay all costs involved in such additional tests. In the event one or more test results indicate a failure of materials, work and/or equipment to meet the requirements of the Contract Documents, the Contractor agrees to correct all identified deficiencies, arrange for and pay the cost of all re-testing and repeat the process until re-test reports indicate all deficiencies have been corrected. In all cases, re-tests shall be performed by the same testing agency who performed the initial test.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense expense, including the cost of retesting for verification of compliance if necessary, until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall not be included in computing the Contract Sum.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§ 13.7 Financial Disclosures

§ 13.7.1 During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

§ 13.7.2 In the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation. Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release to Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding Section 13.7.1.

§ 13.8 Waiver of Jury Trial

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30-60~~ consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or Documents.
- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as

~~reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination-termination~~
excluding profit on unexecuted Work.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to material matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;~~Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents; or
- .5 is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's loss, or to reorganize under the bankruptcy or similar laws.

§ 14.2.2 When any of the reasons described in Section 14.2.1 ~~exist, and upon certification by the Architect that sufficient cause exists to justify such action, exist~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ~~Initial Decision Maker, Architect,~~ upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the direct cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an ~~equitable~~ adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement, along with reasonable overhead and profit on the Work performed to date, but in no event shall the Contractor be entitled to anticipated profits on unperformed Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. Any statutes of limitations shall commence to run, and all causes of action shall be deemed to have accrued, in accordance with applicable Florida law.~~

§ 15.1.3 Notice of Claims

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice to the Architect and the other party. Claims must specifically detail all facts and issues substantiating the Claim, including all costs and expenses incurred. Contractor Claims must be made in writing and timely filed in accordance with the specific requirements of the Contract Documents and under no circumstances whatsoever be based upon actual or verbal notice or lack of prejudice to the other party. An additional Contractor Claim after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.~~

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker-Architect is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision Decision of the Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3 shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker Architect is unable to resolve the Claim if the Initial Decision Maker Architect lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker Architect concludes that, in the Initial Decision Maker's Architect's sole discretion, it would be inappropriate for the Initial Decision Maker Architect to resolve the Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker Architect~~ may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Initial Decision Maker Architect~~ in rendering a decision. The ~~Initial Decision Maker Architect~~ may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Initial Decision Maker Architect~~ requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker Architect~~ when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker Architect~~ that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker Architect~~ will either reject or approve the Claim in whole or in part.

§ 15.2.5 The ~~Initial Decision Maker~~ will render an initial decision approving or rejecting the Claim, or indicating that the ~~Initial Decision Maker~~ is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the ~~Initial Decision Maker Architect~~, will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution and litigation.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. (Intentionally omitted)~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. (Intentionally omitted)~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, ~~except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, Contract~~ shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement.~~

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to

file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

§ 15.3.5 Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph 15.3.1, but in no event after the expiration of the applicable statute of limitations.

§ 15.3.6 The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.

§ 15.3.7 Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.

§ 15.3.8 In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County Florida. The Parties, including the Contractor's Surety, waive Venue and Jurisdiction of any Federal Court and expressly waive Trial by Jury.

§ 15.3.9 All references to Arbitration in the Contract Documents are deleted.

§ 15.4 Arbitration

(Intentionally omitted) § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~



CONTRACTOR E-VERIFY AFFIDAVIT
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 639

PURSUANT TO STATE OF FLORIDA, OFFICE OF THE GOVERNOR, EXECUTIVE ORDER 11-116
(Superseding Executive Order 11-02) AND SECTION 448.095 F.S.

Executive Order 11-116 requires all agencies under the direction of the Governor to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system. Further, in conjunction with Section 448.095 F.S., the Contractor is directed to include as a condition of all contracts for the provision of goods or services to the School Board of Volusia County in excess of nominal value, an express requirement that the Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that the Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116 and Section 448.095 F.S. the School Board of Volusia County Florida requires all contractors who are awarded state funded contracts to verify newly hired employees using the U.S. Department of Homeland Security's E-Verify system. It is the responsibility of the awarded Contractor to insure compliance. To enroll in the E-Verify system employers should visit www.e-verify.gov.

By affixing your signature below you hereby affirm that you will comply with all applicable E-Verify requirements for the following project:

Facility Name: _____ Project No.: _____

Project Name: _____

The undersigned has hereunto set his/her hand this _____ day of _____, _____

(Print or Type Name, Title) (Signature of Affiant)

(Federal Employer ID Number – FEIN) (E-Verify Number)

(Firm Name)

(Firm Address) (City) (State) (Zip Code)

NOTARY PUBLIC

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
known to me to be the person described herein and who executed the foregoing instrument and
acknowledged before me executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____, _____

(Notary Seal)

My commission expires: _____ (Notary Signature)

(Date) (Print, type or stamp name of notary public)

☐ Personally known to me ☐ Produced ID _____
(Type of ID, if applicable)



PERFORMANCE AND PAYMENT BOND
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 640

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, WE (Contractor Firm) _____, (Physical Address) _____, (Phone) _____, a corporation, (Surety Firm) _____, (Physical Address) _____, (Phone) _____, as Surety, are bound to (Owner) School Board of Volusia County Florida, (Address) 200 North Clara Avenue, DeLand Florida 32720, (Phone) (386) 734-7190, herein called Owner, in the sum of _____ (\$_____) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of (Facility Name) _____, (Address) _____, (Project Name) _____, (Contract/Project No.) _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal, in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____ day of _____, _____

Signed, sealed and delivered in the presence of:

As to President / Principal

(Print/Type Name of Witness to Contractor)

By:

President / Principal

(Print/Type Name of Contractor)

By:

Attorney-in-Fact

(Print/Type Name of Attorney-in-Fact)

As to Surety

(Print/Type Name of Witness to Surety)

Florida Resident Agent

(Print/Type Name of Florida Resident Agent)

NOTE: If both Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Power-of- Attorney to be attached.

APPROVED _____

Signature

Printed Name

Florida Bar Number

Approved as to form only and for reliance
only by the School Board of Volusia
County.



CONTRACTOR'S DIRECT MATERIAL PURCHASE AFFIDAVIT
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 641

STATE OF FLORIDA
COUNTY OF VOLUSIA

COMES NOW _____, and after being duly sworn, does depose and state as follows:

1. My name is: _____, I am employed in the position of *(title)* _____ for *(Contractor)* _____.
2. I am over the age of eighteen years and I have personal knowledge of the facts stated herein.
3. All of the materials which the School Board of Volusia County Florida has purchased directly for the project known as *(Facility Name)* _____, *(Project Name)* _____, *(VCS Project No.)* _____, and pursuant to AIA Document A201-2017, Article 3.4.5 have been purchased from subcontractors, suppliers or vendors who provided bids to the Contractor for this Project and whose bids were relied upon by the Contractor in submitting its bid to Volusia County Schools.
4. All materials purchased directly by Volusia County Schools from the Contractor's subcontractors, suppliers and vendors were purchased at or below the price originally negotiated by the Contractor.

FURTHER AFFIANT SAYETH NAUGHT _____

Sworn to and subscribed before me this _____ day of _____ .

Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known ☐ or Produced Identification ☐

Type of I. D. Produced _____



CONTRACTOR'S ACKNOWLEDGMENT FORM

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

FAC DOCUMENT 642

(Asbestos Survey)

TO: Volusia County Schools
Facilities Design and Construction
3750 Olson Drive
Daytona Beach, Florida 32124

I acknowledge that I have been given access to and have read the Asbestos Survey, Management Plan, Re-inspection Report (if applicable) and/or Certificate of Final Inspection (if applicable).

Facility Name: _____

Address: _____

☐ Not applicable - Reason: _____

I further acknowledge that I must cease work and notify the project manager and environmental specialist, 3750 Olson Drive, Daytona Beach Florida 32124, telephone number (386) 947-8786, in the event of encountering materials not previously identified by the aforementioned reports. In addition, I understand that any questions regarding the aforementioned reports should be directed to the environmental specialist as stated above.

My reason for being in the school is: _____

My signature is acknowledgement of the above.

(Signature) Date: _____

Printed Name: _____

Firm's Name: _____

Address: _____

Telephone: _____

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: FROM CONTRACTOR:	PROJECT: G Series Form VIA ARCHITECT:	APPLICATION NO: 001 PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: / /	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
---	--	--	--

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]



PARTIAL RECEIPT AND RELEASE
PROGRESS PAYMENT
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 655

The undersigned _____, of _____ was heretofore on _____ day of _____, _____ awarded a contract by the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, to furnish all of the materials and labor in the construction project entitled (Facility Name) _____, (Address) _____, (Project Name) _____, (VCS Project No.) _____, in accordance with the plans and specifications therefore, as prepared by _____, Architect, and the undersigned has completed said work and fully complied with said contract and has heretofore received the sum of _____, (\$_____) as progress payment thereon.

That the undersigned has this date received from the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, the sum representing the balance due as of this progress payment, under terms of said contract, and certifies that said work has been performed in accordance with terms thereof and that, as Contractor, has received monies due and to become due to thereunder for work performed and materials furnished in connection with said work, and that, as Contractor, has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said Work or improvements to date.

That the undersigned, for value received, does hereby forever release and discharge the said building and premises as described in said contract, from any and all liens, claims or demands whatsoever that, as Contractor, has or may have for work performed or materials furnished in connection therewith, or for work performed or materials furnished thereon by any subcontractor or supplier, and will hold the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, safe and harmless from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said building or premises in connection with said work or improvements as of this progress payment.

IN WITNESS WHEREOF,

the undersigned has hereunto set hand and seal this _____ day of _____, _____
Witnessed by:

_____ (Witness Signature)	_____ (Contractor Signature) (SEAL)
_____ (Print or Type Name, Title)	_____ (Print or Type Name, Title)

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____, _____

(Notary Seal)

My commission expires:

Notary Public, State of Florida

_____ (Date)	_____ (Print, type or stamp name of notary public)
-----------------	---

☐ Personally known to me ☐ Produced ID

(Type of ID, if applicable)



AIA[®] Document G707A[™] – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

, SURETY,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

, CONTRACTOR,

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)



CONTRACTOR AFFIDAVIT
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 661

PURSUANT TO SECTION 713.06(3), FLORIDA STATUTES

TO: SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

The undersigned, as Contractor, has heretofore, on the _____ day of _____, in the year _____, been awarded a contract by you, as Owner, to furnish all of the materials and labor in the construction project entitled *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____, *(VCS Project No.)* _____, for the final contract price of _____ (\$_____) in accordance with plans and specifications therefore, as prepared by _____, Architect.

The said project has been completed and the contract and plans therefore fully complied with, and all of the contract price has been paid by you, except the final payment thereon, which is now due, but is being withheld until a sworn statement is furnished as required by law, showing whether there are any unpaid and outstanding bills in connection with said building.

That the undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said contract, have been paid in full, and further certified, under oath, that there are no outstanding or unpaid bills for labor performed or materials furnished in connections with said work or improvements.

That this sworn statement is furnished by the Contractor to the Owner pursuant to Section 713.06(3), Florida Statutes.

IN WITNESS WHEREOF,

the undersigned has hereunto set his hand and seal this _____ day of _____, _____

Witnessed by:

(Witness Signature)

(Contractor Signature)

(SEAL)

(Print or Type Name, Title)

(Print or Type Name, Title)

STATE OF FLORIDA, COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____, _____

(Notary Seal)

My commission expires:

Notary Public, State of Florida

(Date)

(Print, type or stamp name of notary public)

☐ Personally known to me ☐ Produced ID

(Type of ID, if applicable)



RECEIPT AND RELEASE
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 662

The undersigned _____, of _____ was heretofore on _____ day of _____, _____ awarded a contract by the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, for the final contract price of _____, (\$_____) to furnish all of the materials and labor in the construction project entitled *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____, *(VCS Project No.)* _____, in accordance with the plans and specifications therefore, as prepared by _____, Architect, and the undersigned has completed said work and fully complied with said contract and has heretofore received the sum of _____, (\$_____) as payment thereon.

That the undersigned has this date received from the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, the sum of _____, (\$_____) representing the full balance due him as Contractor, under terms of said contract, and certifies that said contract has been fully performed in accordance with terms thereof and that, as Contractor, has received all monies due and to become due thereunder for work performed and materials furnished in connection with said work, and that, as Contractor, has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said building and premises as described in said contract, from any and all liens, claims or demands whatsoever that, as Contractor, has or may have for work performed or materials furnished in connection therewith, or for work performed or materials furnished thereon by any subcontractor or supplier, and will hold the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, safe and harmless from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said building or premises in connection with said work or improvements.

IN WITNESS WHEREOF,

the undersigned has hereunto set hand and seal this _____ day of _____, _____
Witnessed by:

_____ <i>(Witness Signature)</i>	_____ <i>(Contractor Signature)</i> <i>(SEAL)</i>
_____ <i>(Print or Type Name, Title)</i>	_____ <i>(Print or Type Name, Title)</i>

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____, _____

(Notary Seal)

My commission expires:

Notary Public, State of Florida

_____ <i>(Date)</i>	_____ <i>(Print, type or stamp name of notary public)</i>
------------------------	--

☐ Personally known to me ☐ Produced ID

(Type of ID, if applicable)

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Description of Work
 - 2. Contractor Use of Site and Premises
 - 3. Work Sequence
 - 4. Owner Occupancy
 - 5. Rain Day, Interior Inspection and Exterior Inspection Forms
 - 6. Products.

1.2 DESCRIPTION OF WORK

- A. GENERAL
 - 1. The general scope of the work is to remove the existing standing seam galvanized steel roof system at the original permanent campus buildings and install a pre-finished galvalume standing seam "snap-lock" metal roof system on all twelve (12) buildings. All construction is assumed to not contain asbestos based on the age of the original building and roof system.
 - a. Replace existing gutters and downspouts.
 - b. Existing fascia and gable metal panels to remain.
- B. PROJECT IDENTIFICATION
 - 1. Project Name: **Heritage Middle School**
Replace Roof Campus Wide
 - 2. Project Location: 1001 Parnell Court, Deltona, FL 32738
 - 3. Project Description: Buildings 1 thru 12
- C. PROJECT SCOPE
 - 1. Demolition at all Roof Areas:
 - a. Remove existing standing seam galvanized steel roof system down to the existing underlayment; remove existing gutters, downspouts, edge flashing and other associated flashings as required. Existing underlayment, gypsum roof board and rigid insulation board shall remain in place.
 - b. Repair any significantly damaged or deteriorated deck areas in compliance with "Loadmaster Deck Systems" recommendations. Replace damaged wood blocking and nailers where required. The repair work shall be performed per the unit price allowances as defined within specification Section 01026.
 - c. Remove existing metal fascia trim as defined within the project details as required to install the new roof, trim and flashing systems.
 - d. Remove existing roof mounted antennas, the associated cables and support masts. Relocate and reinstall antennas to new support masts near the ridge of the roof as indicated by the drawings.

SUMMARY OF WORK
SECTION 01010

- e. Remove the existing plumbing vents and small goosenecks through the roof (VTR) and patch the openings through the roof deck to match the existing adjacent construction. Reroute and manifold the plumbing vent piping within the building attic to minimize roof penetrations and locate them near the ridge of the roof as indicated by the drawings, (coordinate actual locations with the new roof panel layout).
- 2. Repairs and Preparation:
 - a. After deck repairs and preparation, install a self-adhering modified bitumen underlayment over the entire roof deck area.
 - b. Existing skirt flashing to remain, trim and hem to engage new cleats per details.
 - c. Install all new metal blocking, sheathing, prefinished metal fascia, trim and gutters per the project details prior to installation of the roof system.
- 3. Installation of Metal Roof Panel System:
 - a. Install all new prefinished edge metal, valleys, and other anchorage metals, "strip-in" with a self-adhering modified bitumen flashing membrane per the project details.
 - b. Install new metal roof panels over the roof deck surface and underlayment as specified in this manual and defined by the roofing manufacturer's engineering for this project.
 - 1) The basis of design as indicated within these documents is to anchor the roof panels with properly spaced clips to the underlying metal deck, through a new 6" x 6" x 16 gage steel bearing plate, the existing gypsum roof board and rigid insulation.
 - 2) Alternative methods of anchorage, (such as the installation of a furring system), will be allowed, based on the individual manufacturer's product approvals and engineering, if all ramifications of that alternative system are considered and included within the base bid for the project.
 - c. Provide and install all transition wall, expansion joint, rake edge, step counterflashing and similar cap flashings as detailed within the project documents.
 - d. Provide new extruded aluminum downspouts where indicated on the plans, reconnect to existing underground drainage system or existing trench system as detailed where available. Fabricate in accordance with project specifications.
- D. The Contractor will be responsible for obtaining a Building Permit from the Volusia County Schools Building Department, and any required submittals and inspections thereafter. Signed and sealed copies of the construction documents will be provided by the design professional, all other required documentation is to be provided by the contractor.

1. Contractor is to complete the VCS "Contractor License & Insurance Information Forms" (forms 2B and 2C) and submit it with all required license and insurance documentation prior to obtaining the building permit.
2. Contractor is to provide any required Florida Product Approval information to the VCS Building Department based on the specific project conditions and actual manufacturers and products to be used for this work. It is the contractor's responsibility during bidding to coordinate the products and manufacturers selected to provide a complete system from existing deck to the finished roof that has the appropriate approvals which is acceptable to the VCS Code Enforcement and can be permitted.
3. Contractor is to verify the inspection requirements with the VCS Bldg. Dept. and obtain those inspections as required without impacting the progress of the work.
4. Contractor is to provide a safety and/or barricade plan that is acceptable to the Owner, school administration, and VCS Code Compliance Department at the time of permit application; plan must be approved by all parties prior to starting construction.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 1. Owner occupancy
 2. Use of site and premises by the public
- B. Emergency Building Exits During Construction:
 1. Maintain accesses at all times.
- C. Construction Operations:
 1. Limited to areas noted on Drawings.
- D. Time Restrictions for Performing Interior Work:
 1. Contractor's work shall be performed inside building after building is no longer used for the day.

1.4 WORK SEQUENCE

- A. Construct Work in phases to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with Owner and Architect.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate this requirement.

1.6 PROJECT RAIN DAY FORM

- A. Rain Delays: The Contractor may be entitled to a contract time extension due to delays caused by weather. The Contractor shall maintain on a daily basis and submit with each Application for Payment, the Project Rain Day Form attached at the end of this section. Project Rain Day Form shall be signed by the Owner's Representative or Architect daily. **Rain days will only be allowed for the period of work of the current Application for Payment. Requests for approval of rain days within prior Application for Payment periods will not be considered.**

1.7 INTERIOR INSPECTION FORM

- A. Prior to beginning work, inspect with Owner's Representative or Architect, building interior(s). Log conditions of ceiling tiles, lights, walls and flooring materials using the Interior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk.
- B. Submit two copies of the form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

1.8 EXTERIOR INSPECTION FORM

- A. Prior to beginning work, inspect with Owner's Representative or Architect, existing building exterior(s) and site conditions. Log, as required, conditions of exterior walls, building attachments, sidewalks, miscellaneous paving and landscaping using the Exterior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk.
- B. Submit two copies of form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

1.9 SUBMITTALS

- A. Project Rain Day Form: Completed for current payment application period (monthly)
- B. Interior Inspection Form: Submit prior to commencement of construction.
- C. Exterior Inspection Form: Submit prior to commencement of construction.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PROJECT RAIN DAY FORM

Month:

Project Name:

Project No:

Contractor:

Owner's Authorized Rep.:

DAY	MORNING COND./TIME	AFTERNOON COND./TIME	SUPERINTENDENT SIGNATURE	AUTH. OWNER'S REP. SIGNATURE
1				
2				
3				
4				
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27				
28				
29				
30				
31				

EXTERIOR INSPECTION FORM

[illegible]

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Identification of each unit price by letter and description.
- B. Related Sections:
 - 1. Agreement: Monetary values of established Unit Prices and Percentage allowances for Contractor's overhead and profit
 - 2. General Conditions: Governing requirements for changes in the Work, in Contract Sum/Price and Contract Time.
 - 3. Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
 - 4. Section 01027 – Payment Application Procedures
 - 5. Section 01300 – Submittal Procedures: Schedule of Values
 - 6. Section 01700 – Project Closeout Requirements

1.2 UNIT PRICE CONDITIONS

- A. Drawings and general provisions of Contract, including General Conditions, Supplementary Conditions and other Division 01 specification sections apply to work of this section.
- B. Unit Prices for products shall be stated in the blank spaces provided in the proposal form and the cost of the estimated quantities of products shall be included in the Base Bid.
- C. The Owner reserves the right to reject or accept any Unit Price based solely on his judgment of what constitutes a "fair price". The fairness of any unit price will be affected by the potential for Owner credit for unused Unit Price quantities.

1.3 UNIT PRICES FOR PRODUCTS

- A. The amount of each Unit Price is to be based on the actual quantity of existing material removed and/or replaced and shall include the following:
 - 1. The cost of the product to the Contractor or Subcontractor, less any applicable trade discounts.
 - 2. Delivery to the Site.
 - 3. All equipment and labor required.
 - 4. Applicable taxes and necessary bonds or insurance.
 - 5. Handling at the Site, including unloading, uncrating, and storage.
 - 6. Protection from the elements and from damage.
 - 7. Labor for installation and finishing, and other expenses required to complete the installation.
 - 8. Contractors and Subcontractor's overhead and profit.
 - 9. Excess material used due to waste, overlap of materials, purchase quantity limitations and similar factors.

- B. Adjustments for Costs:
1. Should the quantities be more or less than the specified quantity in the base bid, the Contract Sum will be adjusted accordingly by Change Order.
 2. The Unit Price shall apply to the quantities actually used as determined by periodic field inspections by the Owner and Architect.
 3. Unit Price material and the quantities used shall be recorded on a daily basis within the Contractor's Daily Report and be accompanied by photographs of the conditions prior to removal of the old material, and conditions after installation of the new replacement material.
 4. The Unit Price quantity records are to be reviewed with the Owner and Architect at each Project Progress Meeting. Acceptances of quantities used to date are to be documented in the Meeting Minutes.
 5. If these documentation and approval procedures are not followed by the contractor, a later request for award of Unit Price Costs may be denied by the Owner and Architect.

1.4 DESCRIPTION OF UNIT PRICES

- A. **Unit Price A:** Cost per linear foot to replace any existing deteriorated **2 x 6 pressure treated wood** nailers along roof edge or within roof system or accessories. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. Base proposal shall include the replacement of **800 linear feet** of pressure treated wood nailers, one layer thick. If this quantity is not used, the Owner will receive a credit for the unused quantity based on this same unit cost.
- B. **Unit Price B:** Cost per square foot to remove existing deteriorated **gypsum roof board** and replace with new gypsum roof board like in kind. The exact locations and extent of replacement to be determined in the field by Owner and Architect. Base bid shall include the replacement of **800 square feet** of damaged gypsum roof board. If this quantity is not used, the Owner will receive a credit for the unused quantity based on this same unit cost.
- C. **Unit Price C:** Cost per square foot to remove and replace deteriorated existing **4" thick non-tapered rigid insulation**. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of **800 square feet** of 4" thick non-tapered rigid insulation. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on this same unit cost.
- D. **Unit Price D:** Cost per square foot to remove and replace deteriorated existing **metal decking** matching depth, profile, and gage of existing deck. Proposal shall be based on steel deck installed per SDI guidelines, although exact deck used will need to be field verified. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of **480 square feet** of metal deck. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on this same unit cost.

- PART 2 PRODUCTS (Not Used)

- END OF SECTION

PAYMENT APPLICATION PROCEDURES

SECTION 01027

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Procedures for preparation and submittal of applications for payment.
- B. Related Sections
 - 1. Agreement: Contract Sum and unit prices, amounts of progress payments and retainages and time schedule for submittals.
 - 2. General Conditions: Progress payments and final payment.
 - 3. Section 01036 – Contract Modification Procedures – Change Orders: Procedures for changes in the Work.
 - 4. Section 01300 – Submittal Procedures
 - 5. Section 01700 – Project Closeout Requirements: Final Payment

1.2 FORMAT

- A. **AIA G702 – Application and Certificate for Payment** (Current Edition)
- B. **AIA G703 – Continuation Sheet** (Current Edition)
- C. Contractors may purchase Application Forms on-line directly from the AIA. Link to the following: <https://documentsondemand.aia.org/>.

1.3 PREPARATION OF APPLICATIONS

- A. Preliminary review submittal: Present required information in handwritten form for field verification by the Architect. Once approved, supply in typewritten form.
- B. Each Application and Certificate for Payment must have authentic signatures and seals of all parties signing the document. Photocopies of signatures or seals will not be accepted.
- C. Application Form:
 - 1. Printed Application for Payment: One of the **AIA G702** and **AIA G703** forms must be an original printed document with a red label. The completed original application may be copied as required prior to signing and sealing.
 - 2. Electronic Documents: Electronic documents must be produced under license from The American Institute of Architects and may be photocopied as required prior to signing and sealing. Include registration number on submitted document.
 - 3. Electronic copies, computer reproductions, or photocopies of authentic documents will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

PAYMENT APPLICATION PROCEDURES

SECTION 01027

- F. List each authorized Change Order as an extension on **AIA G703 – Continuation Sheet**, listing Change Order number and dollar amount as an original item of work.
- G. Retainage: Unless otherwise stipulated, an amount equal to ten (10) per cent of the total completed work and stored materials shall be retained by the Owner until the project has been completed.
- H. Final Payment: Prepare Application for Final Payment as specified above and in Section 01700 – Project Closeout Requirements. Final payment shall include completed work value plus retainage.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. Submit five copies of each Application for Payment to the Architect for Certification.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Submit a fully completed Project Rain Day Form and revised Project schedule with each Application for Payment. Each full or partial Rain Day claimed must be certified by the designated on-site representative for the Owner, as well as the Contractor. **Rain days will only be allowed for the period of work of the current Application for Payment, requests for approval of rain days of prior Application for Payment periods will not be considered.**
- D. Payment Period: Submit on the 25th of each month.
- E. Submit with transmittal letter as specified in Section 01300 – Submittals.
- F. Submit waivers and release of liens.

3.2 SUBSTANTIATING DATA

- A. When Architect requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION

SCHEDULE OF VALUES FORMAT

A	B	C
Item No.	Work Description	Scheduled Value
1	Mobilization & Permitting	\$0.00
2	General Conditions	\$0.00
	Building #1 & 2	
3	Demolition, Disposal and Dry-in Application	\$0.00
4	Dry-in / Underlayment Material	\$0.00
5	Gutter & Downspout Installation Labor	\$0.00
6	Gutter & Downspout Materials	\$0.00
7	Metal Roofing Installation Labor	\$0.00
8	Metal Roofing Materials	\$0.00
	Building #3	
9	Same break-down as above	\$0.00
	Building #4	
10	Same break-down as above	\$0.00
11	Mechanical & Plumbing - Labor & Materials	\$0.00
12	Electrical & Lightning Protection - Labor & Materials	\$0.00
	Unit Prices (if applicable)	
13	Unit Price A - 2x (blocking/nailers) - cost/lf	\$0.00
14	Unit Price Etc. - Repair Unit x Cost per Unit	\$0.00
15	Bid Alternates (if applicable)	\$0.00
	TOTALS	\$0.00

The above table is included as a suggested format for the development a Schedule of Values. The Schedule of Values is to be submitted for approval using the standard **AIA Document G703 - Continuation Sheet** , or other format acceptable to the Owner. Submit in accordance with Section 01330 - SUBMITTALS.

Upon approval, the continuation sheet is to be attached to **AIA Document G702 - Application and Certificate for Payment**, or other form acceptable to the Owner, in accordance with Section 01027 - APPLICATION FOR PAYMENT.

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Request for Information Procedures
 - 2. Request for Information (RFI) Form
- B. Related Sections
 - 1. Instruction To Bidders
 - 2. General Conditions
 - 3. Section 01010 – Summary of Work

1.2 PROJECT / SITE CONDITIONS

- A. The Owner assumes no responsibility for actual conditions on the structure.
- B. Conditions existing at time of inspection for cost proposal purpose will be maintained by the Owner in so far as practicable. However, variations may occur by Owner's Operations.
- C. Prior to Proposal Submittal: The Contractor shall inspect and verify visible existing conditions of the Project, including elements subject to damage or to movement during the work.
 - 1. Conflicts and problems shall be reported to the Architect, in writing, for resolution prior to bidding. Failure to report these conflicts places the responsibility on the Contractor to complete the Work in accordance with the Documents at no additional cost to the Owner.
- D. During Construction: The Contractor shall inspect conditions affecting installation of Products, or performance of Work.
 - 1. Report unsatisfactory or questionable conditions to the Architect, in writing. Do not proceed with the Work until the Architect has provided further instructions.

1.3 REQUEST FOR INFORMATION (RFI) FORMAT

- A. When questions and/or conflicts arise the Contractor shall submit a copy of the attached Request for Information (RFI) Form. The form is to be prepared by the Contractor or Subcontractor and shall include all relevant information to facilitate a prompt response by the Architect/Engineer. Include a suggested solution when applicable.
- B. It is recommended that the RFI be submitted electronically via e-mail. All RFI's shall be submitted through the Contractor to the Architect/Engineer.
- C. An electronic copy of the RFI form is available from the Architect upon request.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 REQUEST FOR INFORMATION PROCEDURES

- A. Submit completed copy of the attached RFI form. Include:
 - 1. RFI No. (Consecutive until Project Completion)
 - 2. A/E Project No.
 - 3. Owner's Project No.
 - 4. Name of Project
 - 5. Issue Date
 - 6. Subject
 - 7. Required Response Date (allow three (3) to five (5) days after receipt by Architect
 - 8. Reference Specification Section and/or Drawing No. and any attachments.
 - 9. State Question
 - 10. Provide suggested solution when appropriate. Include cost or schedule implications, if applicable.
- B. Contractor shall allow three (3) to five (5) days after receipt by Architect for response.
- C. If suggestion is included and a substitution is indicated, follow procedures of Section 01630 – Substitutions. Include information as attachments to RFI.

END OF SECTION

REQUEST FOR INFORMATION (RFI)

TO: A/R/C Associates, Incorporated
601 N. Fern Creek Avenue, Suite 100
Orlando, Florida 32803

FROM:



RFI NO. _____	A/R/C PROJECT NO: <u>22045.00</u> OWNER'S PROJECT NO: <u>47924</u>
PROJECT: <u>HERITAGE MIDDLE SCHOOL</u> <u>REPLACE ROOF CAMPUS WIDE</u>	ISSUE DATE: _____
SUBJECT:	

REQUIRED RESPONSE DATE: _____
DWG NO: _____

REF: SPEC SECTION: _____
ATTACHMENTS: _____

QUESTION:

SUGGESTION: (Include cost or schedule considerations, if any)

RESPONSE DATE:

RESPONSE:

BY

Copies:

CONTRACT MODIFICATION PROCEDURES / CHANGE ORDERS

SECTION 01036

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Architect's Supplemental Instructions
 - 2. Construction Change Directives
 - 3. Proposal Requests
 - 4. Change Orders
- B. Related Sections:
 - 1. Agreement Form, General Conditions and Supplementary Conditions
 - 2. Section 01027 – Payment Application Procedures
 - 3. Section 01300 – Submittals
 - 4. Section 01600 – Product Requirements
 - 5. Section 01700 – Project Closeout Requirements

1.2 DEFINITIONS

- A. **Architects Supplemental Instructions:** Supplemental instructions or interpretations of an order for minor modification in the Work wherein there is **no** change in the Contract Time or Contract Price.
- B. **Construction Change Directive:** Authorizes a change based upon an understanding concerning changes in Contract Time and/or Contract Sum which is issued expeditiously to avoid delay.
- C. **Proposal Request:** Requests an itemized quotation for proposed changes in Contract Sum or Contract Time but which is neither a directive, or authorization nor a change order.
- D. **Change Order:** Authorizes a change to the Contract which may involve a change in Contract Sum or Contract Time.

1.3 SUBMITTALS

- A. Submit the name of the individual authorized to accept changes and who is responsible for informing others in Contractor's employ of the Changes in Work.
- B. Revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum and re-submit.
- C. Revise Progress Schedules to reflect any change in Contract Time, revise subcontractor schedules to adjust times for other items of work affected by the change and re-submit.

CONTRACT MODIFICATION PROCEDURES / CHANGE ORDERS

SECTION 01036

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

- A. The Architect may issue supplemental instructions, interpretations or minor modifications in the Work, with supplementary or revised Drawings and Specifications, for acceptance by the Contractor pursuant to Definitions.
- B. Should later circumstances produce changes to Contract Sum or Contract Time, procedures for a Change Orders shall be followed.
- C. The Architect will advise the Contractor of minor changes by issuing supplemental instructions on **AIA Form G710, "Architect's Supplemental Instructions"**.

3.2 CONSTRUCTION CHANGE DIRECTIVE

- A. The architect may issue a Construction Change Directive signed by the Owner, with supplementary or revised Drawings and Specifications, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The Directive will describe changes in the Work and will designate method of determining any change in Contract Sum or Contract Time.
- C. The Architect will substantiate instructions on **AIA G714, "Construction Change Directive"**.
- D. Contractor shall promptly execute changes.

3.3 CHANGE ORDER PROPOSALS

- A. The Architect may submit a "Proposal Request" which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, projected time for executing the change, a stipulation of any overtime work required, and period of time during which requested price will be considered valid.
- B. The Architect will initiate the proposal request on **AIA Form G709, "Proposal Request"**.
- C. The Contractor may propose changes by submitting a request for change to the Architect describing the reason for the proposed change and its full effect on the Work. Include a statement describing the effect on the Contract Sum and Contract Time with full documentation. Document any substitutions requested in accordance with Section 01600 – Product Requirements.

CONTRACT MODIFICATION PROCEDURES / CHANGE ORDERS

SECTION 01036

3.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Document each quotation for a change in contract cost or time with sufficient data to allow evaluation of the quotation by the Owner and the Architect.
- B. On request, provide additional data to support computations:
 - 1. Quantities and costs of products, labor and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for any deletions from Contract, similarly documented.

3.5 CHANGE ORDER

- A. The Change Order amount/time will be based upon one or more of the following:
 - 1. (Change in Scope) Stipulated sum based upon an approved "Proposal Request".
 - 2. (Change in Scope) Stipulated sum or Unit Cost sum resulting from Construction Change Directive.
 - 3. (Change in Scope) Time and Material
 - a. Contractor to submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of Contract.
 - b. Architect will determine change allowable in Contract Sum and Contract Time as provided in Contract Documents.
 - 4. (Reconciliation of Unit Costs) Fixed unit price basis for unit costs or quantities of units of work which are reconciled upon substantial completion of the contract work.
- B. Execution of Change Order
 - 1. The Architect will issue the change order on **AIA Form G701, "Change Order"** for signatures of parties as provided in the Conditions of the Contract.

OR
 - 2. The Owner will issue a custom change order document describing changes in the scope of work for signatures.
- C. Correlation of Contractor Submittals
 - 1. Upon execution of Change Order the Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum.
 - 2. Contractor shall promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. The Contractor shall promptly enter changes in Project Record Documents.

END OF SECTION

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)

SECTION 01039

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Coordination and project conditions.
 - 2. Coordination with Owner Requirements
 - 3. Preconstruction meeting.
 - 4. Site mobilization meeting.
 - 5. Progress meetings.
 - 6. Pre-installation meetings.
 - 7. Cutting and patching.
 - 8. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 COORDINATION WITH OWNER REQUIREMENTS

- A. The Owner will be occupying the building during the work. All existing exits and any existing fire protection/life safety systems shall be continuously maintained and operational unless other measures are taken which provide equivalent safety per the Florida Building Code requirements. The contractor is to submit a "Construction Safety Plan" depicting how they will keep exit ways protected and in a safe condition while the

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)
SECTION 01039

buildings are occupied. Stipulate how the fresh air and exhaust fans will be kept in continued use while the buildings are occupied.

- B. Stipulate in the "Construction Safety Plan" how the contractor will keep the building(s) occupied during the roof replacement operations.
- C. Roof loading and overhead crane operations shall be scheduled as much as practicable during times the facilities are unoccupied.
- D. HVAC exhaust and fresh air equipment are not to be shut down while the buildings are occupied without Owner's prior knowledge and permission.
- E. Contractor shall consult with local governing authorities having jurisdiction regarding noise abatement requirements and construction operations, if applicable.
- F. A copy of all required city, county and state licenses that are applicable to this project shall be supplied to the Owner's representative prior to the appropriate work commencing.
- G. The Contractor shall perform any trimming, pruning or relocation of trees or significant landscape materials as needed to fulfill the requirements of work on this project. Failure to adequately protect the existing landscaping material will require replacement of these materials at no additional cost to the Owner.
- H. The Contractor and contractor's personnel shall observe the following security rules and regulations previously established at the project site in regard to the contract work being performed:
 - 1. All general contractors and subcontractors vehicles are to be parked in the designated construction site staging area. No vehicle parking is allowed on existing grass areas.
 - 2. To avoid roof damage, workmen are not to traverse any walkway between buildings or buildings that are not included in this contract as well as new work that has been completed.
 - 3. All contractor and subcontractor vehicles are to be parked in designated areas only. This will be determined during the pre-construction meeting.
 - 4. The designated superintendent/foreman is to sign in and out all workmen on the site on a daily basis at the staging area.
 - 5. No smoking is permitted on the project site.
 - 6. Radios, tape or CD players ("boom boxes) are not to be utilized at the site.
 - 7. No firearms or other weapons are to be brought to the site
 - 8. Contractor shall coordinate project access, parking and egress of all personnel and tradesmen with the Owner and the Owner's administrative personnel.

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)
SECTION 01039

1.4 PRECONSTRUCTION MEETING

- A. Owner will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Contractor and any subcontractors and suppliers the contractor may wish to include.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout.
 - 7. Scheduling.
- D. Contractor shall record minutes and distribute copies within three days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

- A. Owner will schedule meeting at Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect/Engineer, Special Consultants, Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Security and housekeeping procedures.
 - 6. Schedules.
 - 7. Application for payment procedures.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
- D. Contractor shall record minutes and distribute copies within three days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)
SECTION 01039

1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor shall record minutes and distribute copies within three days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

1.7 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within three days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)
SECTION 01039

PART 2 PRODUCTS – (Not Used)

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced personnel to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction, completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

ADMINISTRATIVE REQUIREMENTS (COORDINATION & MEETINGS)
SECTION 01039

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced personnel to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- K. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review. Request instructions from Architect/Engineer.
- L. Trim existing doors to clear new floor finish. Refinish trim to original or specified condition.
- M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product sections.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Shop Drawings.
- D. Product Data.
- E. Samples.
- F. Manufacturer's installation instructions.
- G. Manufacturers' certificates.
- H. Schedule of Values

1.2 RELATED SECTIONS

- A. Section 01027 - Application for Payment: Schedule of Values associated with application for payment.
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall not proceed with any work until submittals have been approved by the Architect.
- B. Transmit each individual copy of a submittal with a fully completed copy of the **"Submittal Cover Form"** attached at the end of this section.
- C. Number the transmittal form as indicated by the **"Submittal Record (checklist/log)"** attached to and following this section. Revised submittals shall be resubmitted with the original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- E. The Contractor is to sign or initial the form certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- F. Schedule submittals to expedite the Project and deliver to Architect. Coordinate submission of related items.
- G. For each submittal for review, allow **15 days** excluding delivery time to and from the contractor.
- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Architect review and comments (if applicable) shall be provided in the appropriate spaces on the **"Submittal Cover Form"**.
- J. When "Revise and Resubmit" is required, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- L. Submittals not requested will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within **15 days** after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.5 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency and six opaque reproductions.

- B. Shop Drawings: Submit 1/8" scale plans for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.6 PRODUCT DATA

- A. Submit the number of copies required for use by the contractor, plus two (2) additional copies which will be retained by the Architect and (2) additional copies for the Owner.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.9 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Architect, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.10 SCHEDULE OF VALUES

- A. Submit typed schedule of **AIA Form G703**.
- B. Format: Table of Contents of this Project Manual. Identify each line item with number and title of the major Specification sections. Divide line item into subcategories of labor and materials.
- C. Include in each line item a directly proportional amount of Contractor's overhead and profit.
- D. Revise schedule to list change orders, for each application for payment.

1.11 SUBMITTAL AVAILABILITY

- A. Maintain approved copies of submittals at the project site for use and reference during construction. This includes reference standards, product data, shop drawings, samples, manufacturer's instructions and manufacturer's certificates.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

Attachments to Section 01300

SUBMITTAL COVER FORM

The "Submittal Cover Form" shall be attached to each copy of each submittal.

SUBMITTAL RECORD
(checklist / log)

The attached "Submittal Record" (checklist / log) is intended to assist the contractor in organizing and referencing submittal documents. The attempt has been made to make the list as complete as possible, however, additional submittals not included on the list may be required.

SUBMITTAL COVER FORM



A/R/C
Associates
Incorporated

SUBMITTAL NO. _____

A/R/C PROJECT NO: **22045.00**

PROJECT: **Heritage Middle School Replace
Roof Campus Wide**

OWNER'S PROJECT
NO: 47924

ITEM: _____ *

DATE: _____

SPEC. SECTION: _____

PARAGRAPH NO: _____

PRIME CONTRACTOR

CHECKED AND APPROVED FOR SUBMISSION

BY: _____ DATE _____

SUB-CONTRACTOR: _____

MANUFACTURER: _____

(RESERVE THE SPACE BELOW FOR COMMENTS OR DATE & SHOP DRAWING REVIEW STAMPS)

<u>COMMENTS / REVIEW STAMPS</u>	<u>SUBMITTAL REVIEW BY</u> <u>A/R/C ASSOCIATES, INCORPORATED</u>
	<p>Date: _____ By: _____</p> <p>Approved - APP () Approved as Corrected - A/C ()</p> <p><u>If checked above, fabrication MAY be undertaken. Approval does not authorize changes in contract Sum unless stated in separate letter or Change Order.</u></p> <p>_____</p> <p><u>If checked below, fabrication MAY NOT be undertaken. Resubmit corrected copies for final approval. Correction shall be limited to items marked.</u></p> <p>Revise and resubmit - R/R ()</p> <p>Not Approved - REJ ()</p> <p><u>Reviewing is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the Work of all trades.</u></p>

☐ If Substitution, submittal shall include information required by the General Conditions and Section 01630. Attach sufficient pages to this form to fully respond to the requirements of Article 3.3.5.

THIS PAGE SHALL BE ATTACHED TO EACH COPY OF EACH SUBMITTAL

A/R/C Associates, Incorporated

601 North Fern Creek Avenue
Suite 100
Orlando, Florida 32803
(407) 896-7875 FAX (407) 898-6043

SUBMITTAL RECORD (checklist / log)

Action Code

APP - Approved A/C - Approved with Comments
R/R - Revise and Re-submit REJ - Not Approved

The Submittal Checklist/Log represents the minimum submittal requirements for this project. The Contractor may submit any additional information beyond what is requested for review. If there is an item on the Checklist that does not apply to the project do not submit it.

PROJECT: Heritage Middle School Roof Replacement Campus Wide			Owner's / Architect's Project No.		47924 / 22045.00		
CONTRACTOR:			Notice to proceed issued:		Substantial Completion Date:		
Spec. Section	Submittal No.	Title/Description	Date Rec'd	No. of Copies Rec'd	ACTION	Date Returned	Comments
00500		Agreement Forms					
	001	Agreement: (Copies only)					
	-1	Agreement Form:					
	-2	Purchase Order					
00600		Bonds and Certificates					
	001	Bonds and Certificates: (Copies only)					
	-1	Bid Bond					
	-2	Performance Bond					
	-3	Labor and Materials Payment Bond					
	-4	Certificate of Liability Insurance					
01010		Summary of Work					
	001	Reports:					
	-1	Rain Day Report (Required for Project Closeout)					Submit Updated Report with each Payment Application
	-2	Interior Inspection Report (Photo/Video Record Supplement)					
	-3	Exterior Inspection Report (Photo/Video Record Supplement)					
01039		Administrative Requirements					
	001	Documents					
	-1	Notice to Proceed (Copy)					
	-2	Contractor / Supplier List					
	-3	Contact (Emergency) List					
01300		Submittals					
	001	Schedules:					
	-1	Construction Progress Schedule					
	-2	Schedule of Values					
01600		Product Substitution Requirements					
	001	Product Substitution					
	-1	Product Substitution Request Form/Product Information Form					
01700		Project Closeout					
	001	Project Completion Forms					Submit at Closeout
	-1	Written Request for Substantial Inspection					
	-2	Certificate of Substantial Completion - AIA Document G704					Issued by Architect
	-3	Contractor's Certification of Project Completion or Owner's Certificate of Final Completion/Inspection					Issued by Architect
	002	Final Submittals					
	-1	Record Documents					Submit at Closeout
		Drawings (As-builts)					

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		Specifications					
		Addenda					
		Change Orders and Other Modifications					
		Submittals (Shop Drawings, Product Data and Samples)					
		Manufactures instruction for Assembly, Installation and Adjusting					
	-2	Operation and Maintenance Documents					Submit at Closeout
	-3	Warranties					Submit at Closeout
	-4	Spare Parts and Maintenance Materials					Submit at Closeout
003		Final Application for Payment					
	-1	Application for Payment - AIA G702 and G703					Submit at Closeout
	-2	Contractor's Affidavit of Payment of Debts and Claims - AIA Document G706					Submit at Closeout
	-3	Consent of Surety to Final Payment - AIA Document G707					Submit at Closeout
	-4	Contractor's Affidavit of Release of Liens - AIA Document B706A					Submit at Closeout
06100		Rough Carpentry					
	001	Product Data:					
	-1	Wood Product Information					
	-2	Wood Preservative Materials, Application Instructions					
	-3	Fasteners/Anchors					
07410		Metal Roof Panels					
	001	Product Data:					
	-1	Metal Panel Product Information, Installation Instructions, Warranties					
	-2	Underlayment					
	-3	Insulations					
	-4	Mechanical Fasteners					
	002	Shop Drawings:					
	-1	Erection Drawings and Details					
	-2	Engineers's Calculations / Fastener Requirements					
	003	Qualifications					
	-1	Installer Experience / Manufacturer's Approval					
07620		Sheet Metal Flashing and Trim					
	001	Product Data:					
	-1	Sheet Materials:					
	-2	Accessories: Fasteners, Primer, Plastic Cement, Solder/Flux/Cleaner					
	002	Shop Drawings:					
	-1	Any Condition Not Shown on the Drawings					
	003	Samples/Mock-ups					

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	-1	Only as Directed by the Architect. (Mock-ups will be in-place, typically)					
07900		Joint Protection					
	001	Product Data:					
	-1	Joint Sealer Information, Color Charts, Installation Instructions, warranty, etc.					
	002	Accessories-					
	-1	Primer, Joint Cleaner, Backer Rod, etc.					
09885		Acrylic Polyurethane Coating					
	001	Product Data:					
	-1	Information on All Finishing Products, Application Instructions, Surface Preparation, etc.					
	-2	Manufacturer's Color Chart for Each Product Required					
	002	Samples:					
	-1	Field Samples as May be Directed by the Architect					
	003	Qualifications					
	-1	Applicator's Experience					
09900		(Minor) Painting					
	001	Product Data:					
	-1	Information on All Finishing Products, Application Instructions, Surface Preparation, etc.					NOT SUBMITTED
	-2	Manufacturer's Color Chart for Each Product Required					NOT SUBMITTED
	002	Samples:					
	-1	Field Samples as May be Directed by the Architect					
	003	Qualifications					
	-1	Applicator's Experience					
15000		Mechanical Equipment					
	001	Equipment Data:					
	-1	Exhaust Fan Performance Log Data Sheet					
	-2	Air Conditioning Equipment Performance Log Data Sheet					
16010		Basic Electrical Requirements					
	001	As May Be Directed by the Architect/Engineer					NOT APPLICABLE
16670		Lightning Protection					
	001	Product Data:					
	-1	Product Information: Dimensions and Materials of each Component. Indicate UL 96 listing					
	002	Shop Drawings:					

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Spec. Section	Submittal No.	Title/Description	Date Rec'd	No. of Copies Rec'd	ACTION	Date Returned	Comments
	-1	Air Terminal and Cable Layout; Grounding Electrodes, Typical Bonding Connections to Structure and Equipment. Terminal, Electrode, Conductor Sizes and Connection and Termination Details.					
	003	Quality Control					
	-1	Certificates of Compliance: UL, Lightning Protection Institute and Jurisdictional Authority.					SUBMIT AT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality Control, Supervision and Control of Installation.
 - 2. Tolerances'
 - 3. References
 - 4. Mock-up Requirements
 - 5. Testing and Inspection Services
 - 6. Manufacturer's Field Services
 - 7. Examination
 - 8. Preparation.
- B. Related Sections:
 - 1. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
 - 2. Section 01600 – Product Requirements

1.2 QUALITY CONTROL, SUPERVISION AND CONTROL OF INSTALLATION

- A. Supervision: Maintain a qualified full-time non-working supervisor on the job site while work is in progress.
- B. The Supervisor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- C. Comply with manufacturers' instructions, including each step in sequence.
- D. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Perform Work by persons qualified to produce required and specified quality.
- G. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

QUALITY REQUIREMENTS - REFERENCES

SECTION 01400

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by associations, trades, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on [date of Contract Documents,] except where specific date is established by code.
- C. The roof system shall include all affiliated electrical, mechanical, architectural and structural work, meeting the following Building Codes:
 - 1. The **Eighth (2023 Addition Florida Building Code)**
 - 2. The **Florida Fire Prevention Code**
 - 3. Any local amendments to these codes which can be obtained from the **Florida Department of Community Affairs**, the **Florida Department of Insurance**, and/or the **State Fire Marshall**, respectively.
 - 4. The following Building Codes are hereby incorporated by reference and made a part of this rule. If there should be conflicting requirements between these codes the more or most stringent requirement shall apply.
 - a. **AHERA** Asbestos Hazard Emergency Response Act, 40 CFR, Part 763, October 30, 1987.
 - b. **ANSI** American National Standards Institute. References shall be the latest edition of the ANSI Standards
 - c. **ASCE 7** American Society of Civil Engineers. References shall be the latest edition listed in the current "Florida Building Code"
 - d. **ASHRAE** American Society of Heating, Refrigeration, and Air Conditioning Engineers.
 - e. **ASTM** American Society for Testing Materials. References shall be the latest edition of the ASTM Standards.
 - f. **FEMA** Federal Emergency Management Agency. Rules and Regulations 44 CFR, Parts 59 and 60, dated October 1, 1989, for flood plain criteria governing insurability of facilities constructed in flood plain.
 - g. **NEC** National Electrical Code
 - h. **NFPA** National Fire Protection Association. References shall be the latest edition of the National Fire Protection Association code.
 - i. **NRCA** National Roofing Contractors Association. References shall be to the latest edition of the NRCA Roofing and Waterproofing Manual.
 - j. **SMACNA** Sheet Metal and Air Conditioning Contractors National Association. References shall be made to the latest edition of the SMACNA Architectural Sheet Metal Manual.
 - k. **TMS** The Masonry Society

QUALITY REQUIREMENTS - REFERENCES

SECTION 01400

- D. Obtain copies of standards where required by product specification sections or as necessary to complete the work properly. Maintain copies at project site during submittals, planning and progress of the specific work, until Substantial Completion.
- E. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- F. The contractual relationships, duties, or responsibilities of parties in the Contract or those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.5 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as may be required by Owner.
 - 1. Laboratory: Authorized to operate at Project location.
 - 2. Laboratory Staff: Maintain full time specialist on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.
- D. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as non-compliant.

QUALITY REQUIREMENTS - REFERENCES

SECTION 01400

- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm [24] hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests required by Architect/Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit [two] copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not approve or accept any portion of the Work.
 - 3. Agency or laboratory may not assume duties of Contractor.
 - 4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer [30] days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01300 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating and cooling.
 - 4. Temporary ventilation.
 - 5. Telephone service.
 - 6. Temporary water service.
 - 7. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Fire prevention facilities.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Noise control.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner's existing power service.
- B. Provide temporary electric feeder from existing building or electrical service at location as directed by Owner. Do not disrupt Owner's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.
- D. Provide power outlets, with branch wiring and distribution boxes located as required for construction operations. Provide GFI protected flexible power cords as required for portable construction tools and equipment.
- E. Provide main service disconnect and over-current protection at convenient location.
- F. Permanent convenience receptacles may be utilized during construction.

TEMPORARY FACILITIES AND CONTROLS

SECTION 01500

- G. Provide distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
 - 1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every active work area.
 - 2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain adequate lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may not be utilized during construction.

1.4 TEMPORARY HEATING AND COOLING

- A. When required by the Owner, provide heating and cooling devices needed to maintain existing conditions in buildings. The Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Prior to operation of permanent equipment for temporary heating and cooling purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.5 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.6 TELEPHONE SERVICE

- A. If a field office is required provide, maintain, and pay for telephone service to contractor's field office at time of project mobilization.
- B. If a field office is not required establish a continuous cellular phone connection with site personnel during construction operations.

TEMPORARY FACILITIES AND CONTROLS

SECTION 01500

1.7 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water used except for water required for use in mixing of construction materials or flushing of equipment and systems. Exercise measures to conserve water.
- B. Contractor shall provide metering device acceptable to the Owner at the Owner's designated location.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.8 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.9 FIELD OFFICES AND SHEDS

- A. When separate construction Office facilities are required provide: Weather tight facility, with lighting, electrical outlets, heating/cooling/ and ventilating equipment, and equipped with sturdy furniture drawing rack, and drawing display table.
- B. Location of offices and sheds shall be coordinated with the Owner at the Pre-Construction meeting. When possible maintain a minimum distance of minimum distance of 30 feet from existing structures.
- C. When permanent facilities are enclosed with operable utilities, relocate offices and storage into building, with written agreement of Owner, and remove temporary buildings.
- D. Storage Areas and Sheds (when required): Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01600 - Product Requirements.
- E. Removal: At completion of Work remove temporary buildings, utility services, and debris. Restore areas.

1.10 VEHICULAR ACCESS

- A. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.
- B. Provide unimpeded access for emergency vehicles.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.

TEMPORARY FACILITIES AND CONTROLS

SECTION 01500

1.11 PARKING

- A. Arrange with Owner for temporary parking areas to accommodate construction personnel.
- B. Locate as approved by Owner.
- C. When site space is not adequate, provide additional off-site parking.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site and roof areas in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- D. Contractor shall provide portable trash containers for construction debris. Use of Owner's on-site containers is prohibited.

1.13 PROJECT IDENTIFICATION

- A. At Owner's option, Contractor shall provide a Project Identification Sign with the following characteristics:
 - 1. Size: 4'x8' (maximum)
 - 2. Material: Three-quarter inch exterior grade plywood and wood frame construction.
 - 3. Finish and Lettering: Painted with exhibit lettering by professional sign painter or die-cut vinyl self-adhesive letters and self-adhesive corporate logo. Design and colors shall be approved by the Architect.
 - 4. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Names and titles of authorities.
 - c. Names and titles of Architect/Engineer and Consultants.
 - d. Name of Prime Contractor and major Subcontractors.
- B. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- C. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 FIRE PREVENTION FACILITIES

- A. Prohibit smoking within construction areas.
- B. If allowed by Owner, a designated smoking area on site where smoking is permitted may be established. Provide approved ashtrays in designated smoking areas.
- C. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- D. Standpipes: Maintain existing standpipes in usable condition in all active construction areas.
- E. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher for each active construction area.
 - 2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
 - 3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

1.15 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing buildings.
- C. Provide protection for trees and landscaping designated to remain. Replace damaged trees and landscaping.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.16 ENCLOSURES AND FENCING

- A. Provide security fencing, six (6) feet high, around staging areas and storage locations; equip the fence enclosure with vehicular and pedestrian gates with locks.
- B. Fence Construction: Nine (9) gage galvanized commercial grade two (2) inch chain link fabric, knuckle down, top and bottom. Provide tension bars and one and five eighths (1 5/8) inch top rails, two (2) inch line posts and three (3) inch corner and gate posts.

TEMPORARY FACILITIES AND CONTROLS

SECTION 01500

1.17 SECURITY

- A. Security Program:
 - 1. Protect Work premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles into Project site.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain daily log of workers and visitors, make available to Owner on request.
 - 4. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.
- C. Personnel Identification:
 - 1. Provide identification badge to each person authorized to enter premises.
 - 2. Badge to Include: Personal photograph, name expiration date and employer.
 - 3. Maintain list of accredited persons, submit copy to Owner on request.
 - 4. Require return of badges at expiration of their employment on the Work.

1.18 WATER CONTROL

- A. Maintain site drainage affected by construction operations. Grade site to drain as required.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.19 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

TEMPORARY FACILITIES AND CONTROLS
SECTION 01500

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Transportation and Handling
 - 3. Storage and Protection
 - 4. Product Options
 - 5. Substitutions
 - 6. Product Substitution Request Form and Product Substitution Information Form

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacture, for components being replaced.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- E. Store loose granular materials on solid flat surfaces in a well drained area. Prevent mixing with foreign matter.

- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within **15 days** after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor or Bidder:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with substitution.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

- PART 2 PRODUCTS (Not Used)

3.1 SUBSTITUTION REQUEST FORMS (ATTACHED)

- END OF SECTION

Product Substitution Request

To: _____

We hereby submit for your consideration the following product in lieu of that specified for this project:

DRAWING NO. _____ DRAWING NAME _____

SPEC. SECTION	SPEC NAME	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution: _____

Why Substitution Requested: _____

Attach complete information on changes to Drawings or Specifications which proposed substitution will require for its proper installation.

Submit with request necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

The undersigned certifies that the function, appearance and quality are of equal performance and assumes liability for equal performance, equal design and compatibility with adjacent materials.

Submitted by: _____	_____
Signature (Contractor)	Title Date
_____	_____
Firm	Telephone
_____	_____
Address	Fax Number

Signature shall be by person having authority to legally bind the Contractor to the above terms, failure to provide legally binding signature will result in retraction of approval.

<p>For use by the Architect:</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">___ Recommended</td><td style="width: 50%;">___ Recommended as Noted</td></tr><tr><td>___ Not Recommended</td><td>___ Received too late</td></tr><tr><td colspan="2">___ Insufficient data received</td></tr><tr><td colspan="2">By _____</td></tr><tr><td colspan="2">Date _____</td></tr></table>	___ Recommended	___ Recommended as Noted	___ Not Recommended	___ Received too late	___ Insufficient data received		By _____		Date _____		<p>For use by the Owner:</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">___ Approved</td><td style="width: 50%;">___ Approved as noted</td></tr><tr><td colspan="2">___ Not Approved</td></tr><tr><td colspan="2">By _____</td></tr><tr><td colspan="2">Date _____</td></tr></table>	___ Approved	___ Approved as noted	___ Not Approved		By _____		Date _____	
___ Recommended	___ Recommended as Noted																		
___ Not Recommended	___ Received too late																		
___ Insufficient data received																			
By _____																			
Date _____																			
___ Approved	___ Approved as noted																		
___ Not Approved																			
By _____																			
Date _____																			

Product Substitution Information

Fill in blanks below:

A. Does the substitution affect dimensions shown on Drawings?

Yes _____ No _____ If yes, clearly indicate changes.

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitutions?

Yes _____ No _____ If no, fully explain:

C. What effect does substitution have on other Contracts or other trades?

D. What effect does substitution have on the construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:

_____ Same _____ Different. If different, fully explain:

F. Reason for Request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. This substitution will amount to a credit to the Owner of:

_____ dollars (\$_____)

I. Designation of maintenance services and sources:

J. Attachments: (Attach additional sheets if required.)

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Closeout procedures.
 - a. Substantial Completion
 - b. Final Cleaning
 - c. Adjusting
 - d. Final Completion
 - 2. Project Record Documents
 - 3. Closeout Submittal
 - 4. Final Change Order
 - 5. Final Application for Payment
- B. Related Sections
 - 1. Section 01027 – Payment Application Procedures
 - 2. Section 01500 – Temporary Facilities and Controls: Progress Cleaning and Waste Removal

1.2 CLOSEOUT PROCEDURES

- A. Substantial Completion
 - 1. At such time that the project is considered substantially complete the Contractor shall request, in writing, that a substantial completion inspection be scheduled.
 - 2. If the contract work is deemed to be substantially complete the contractor shall receive a certification of substantial completion with, if applicable, a list of deficient items yet to be completed. **AIA Document G704 "Certification of Substantial Completion"** is to be issued unless another standard form is required by the Owner.
 - 3. The Owner will occupy all of the building as specified in Section 01010 – Summary of Work.
- B. Final Cleaning
 - 1. Execute final cleaning prior to final project acceptance.
 - 2. Clean interior and exterior surfaces and finishes soiled by construction work. Replace any materials or finishes unable to be cleaned to its original condition.
 - 3. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - 4. Clean debris from roofs, gutters, downspouts and interior roof drainage systems.
 - 5. Clean site, sweep paved areas, rake clean landscaped surfaces.
 - 6. Remove waste and surplus materials, rubbish and construction facilities from site.
- C. Adjusting
 - 1. Adjust operating products and equipment to ensure smooth and unhindered operation.

PROJECT CLOSEOUT REQUIREMENTS
SECTION 01700

- D. Final Completion
 - 1. Upon completion of the specific requirements set forth during the Substantial Completion Inspection and all other requirements of the contract documents, the Contractor shall submit written certification_(on Contractor's letterhead) that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with contract requirements and is ready for the Architect's review.
 - 2. Schedule a final walk-thru inspection with the Architect and Owner.

1.3 FINAL SUBMITTALS

- A. Project Record Documents
 - 1. Project Record Documents include the following:
 - a. Drawings
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other modifications to the Contract.
 - e. Reviewed Shop Drawings, Product Data and Samples.
 - f. Manufacturer's Instruction for assembly, installation, and adjusting.
 - 2. Maintain on site, one (1) set of the above record documents; record actual revisions to the Work.
 - 3. Ensure entries are complete and accurate, enabling future reference by Owner.
 - 4. Store record documents separate from documents used for construction.
 - 5. Record information concurrent with construction progress.
 - 6. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitution s or alternates utilized.
 - c. Changes made by Addenda and modifications.
 - 7. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - b. All modifications, additions, deletions, etc. to construction which are at variance withy or in addition to the information shown on the original drawings.
 - c. All modifications, additions, deletions, etc. to utilities, pipes, conduits, etc. for all site work and construction which are at variance with or in addition to the information shown on the original drawings.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract drawings.
 - 8. Upon completion of the work and as a prerequisite to Final Payment, the Contractor shall submit to the Architect one (1) set of drawings showing all exact and appropriate information as noted above.

PROJECT CLOSEOUT REQUIREMENTS

SECTION 01700

1.4 CLOSEOUT SUBMITTAL

A. Submittal Format:

1. Submit data bound in 8-1/2 x 11 inch (A4) text pages, two "D" ring binders (of appropriate size) with durable plastic covers. Submit one set of originals and set of copies.
2. Prepare binder cover with printed title "CLOSEOUT DOCUMENTS", title of project, and subject matter of binder when multiple binders are required.
3. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
4. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
5. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - a. **Part 1:** Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - b. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1) List of equipment.
 - 2) Parts list for each component.
 - 3) Operating instructions.
 - 4) Maintenance instructions for equipment and systems.
 - 5) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - c. **Part 3:** Project documents and certificates, including the following:
 - 1) Project Record Documents as enumerated previously in this Section.
 - 2) Certificates.
 - 3) Originals of system and product warranties and bonds.

1.5 FINAL CHANGE ORDER

- A. Prior to submitting for final payment, if applicable to the contract, a "reconciliation" change order will be issued adjusting Unit Price quantities and any pending time extensions.
- B. Upon execution of the final change order, the final application for payment may be prepared.

PROJECT CLOSEOUT REQUIREMENTS
SECTION 01700

1.6 FINAL APPLICATION FOR PAYMENT

- A. Submit final Application for Payment identifying the total adjusted Contract Sum, previous payments, and sum remaining due. Refer to Section 01027 – Payment Application Procedures regarding application preparation.
- B. Attach to the final Application for Payment the following documents
 1. *'Contractor's Affidavit of Payment of Debts and Claims'* – **AIA Document G706 (current edition)**.
 2. *'Contractor's Affidavit of Release of Liens'*– **AIA Document G706A (current edition)**
 3. *'Consent of Surety to Final Payment'* – **AIA Document G707 (current edition)**
- C. Printed (Copyrighted) Documents: One of each of the above forms (**AIA 706, 706A and 707**) must be prepared on an original document with a red label. The completed original application may be copied as required prior to signing and sealing.
- D. Forms may be purchased on-line directly from the AIA. Link to which is as follows:
<https://documentsondemand.aia.org/>.
- E. Electronic Documents: An electronic version of the AIA Documents must be produced under licensed agreement from the American Institute of Architects and may be photocopied as required prior to signing and sealing.
- F. Electronic (scanned) copies, computer reproductions, or photocopies of authentic documents will not be accepted

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

A/R/C Associates, Incorporated

601 North Fern Creek Avenue
Suite 100
Orlando, Florida 32803
(407) 896-7875 FAX (407) 898-6043

PROJECT CLOSEOUT DOCUMENTATION
(checklist)

PROJECT:	Heritage MS	OWNER'S PROJECT NO.	47924	A/R/C PROJECT NO.	22045.00
CONTRACTOR:					

Closeout Submittal Checklist

Substantial Completion

- 1- Request for Substantial Completion Inspection (submitted by Contractor) ☐
- 2- "Certification of Substantial Completion" - **AIA Doc G704** (by Architect Owner) ☐

Final Completion

- 1- Contractor's Certification of Contract Completion (submitted by Contractor) ☐
- 2- "Certificate of Final Completion" (issued by Architect and Owner) ☐

Record Documents

- 1- Drawings (As-Builts)
Roof Plans, Insulation Layout, Installed Piping Runs, LP Layout ☐
- 2- Specifications ☐
- 3- Addenda ☐
- 4- Change Orders and Other Modification Directives ☐
- 5- Submittals (Shop Drawings, Product Data and Samples) ☐
- 6- Manufacturer's Instructions for Assembly, Installation and Adjusting ☐
- 7- ACRM Documents/Permits ☐
- 8- UL "Letter of Findings" (Lightning Protection) ☐
- 9- Operation and Maintenance Data ☐
- 10- Spare Parts and Maintenance Materials ☐

Warranties

- 1- Manufacturer's Warranty ☐
- 2- Applicator's Warranty ☐
- 3- Other Applicable Material and Labor Warranties ☐

Final Application for Payment

- 1 Final Application and Certificate for Payment - **AIA Document G702** ☐
- 2 Contractor's Affidavit of Payment of Debts and Claims - **AIA Document G706** ☐
- 3 Consent of Surety to Final Payment - **AIA Document G707** ☐
- 4 Contractor's Affidavit of Release of Liens - **AIA Document G706A** ☐



THERMAL RESISTANCE
WORKSHEET

Project Name: School Board of Volusia County – Heritage Middle School

Project No.: 22045.00

Roof Area

	Material	Resistance	Existing	Proposed
1. Outside Surface (air film)				
	Winter-Heat Flow Up-Wind 15 mph	0.17		
	Summer-Heat Flow Down-Wind 7.5 mph	0.25	<u>0.25</u>	<u>0.25</u>
2. Metal Panel		0.00	<u>0.00</u>	0.00
3. Roof Insulation				
a.	Mineral Board: <u>1/2"</u> (E) x 2.55 R/Inch		<u>1.27</u>	<u>1.27</u>
b.	Isocyanurate: <u>4"</u> (E) x 5.56 R/Inch		<u>22.24</u>	<u>22.24</u>
c.	Other: (Add) 1/4" Gypsum cover Board	0.45		
4. Preliminary Roof – Two mopped No. 15 felt		0.12		
	Self-adhered Underlayment	0.06	<u>0.06</u>	<u>0.06</u>
5. Roof Deck/Materials				
a.	Structural Concrete: <u>10"</u> x .08 R/Inch		<u>0.0</u>	<u>0.0</u>
b.	Gypsum Concrete: _____ " x .60 R/Inch			
	Gypsum Form Board: _____ " x .90 R/Inch			
	Fiberglass Form Board: _____ " 4.0 R/Inch			
c.	Lightweight Insulating Concrete:			
	1:4 mix: <u>5"</u> (E) " x 1.11 R/Inch			
	1:6 mix: _____ x 1.315 R/Inch			
	Styrofoam: <u>1"</u> x 4.0 R/Inch			
d.	Wood Decks			
	2" Nominal Plank (1 1/2 ")	1.89		
	1" Nominal Plank (3/4 ")	0.94		
	3/4" Plywood	0.93		
	1/2" Plywood	0.62		
f.	Cementitious (Tectum) Deck – 3" thick	6.00		
6. Dead Air Space-Not Vented		0.85	<u>0.85</u>	0.85
7. Ceiling				
a.	Suspended Acoustical Lay-in	1.50	<u>1.50</u>	<u>1.50</u>
b.	Plaster Board – 3/4"	0.68		
c.	Plaster Board – 1/2"	0.45		
d.	Plaster/Metal Lath – 3/4"	0.47		
8. Inside Surface – Still Air (air film)				
	Winter-Heat Flow Up	0.61		
	Summer-Heat Flow Down	0.92	<u>0.92</u>	<u>0.92</u>
		R_T	<u>23.57</u>	<u>23.57</u>

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Existing Project and Site Conditions observed by A/R/C Associates.
 - 2. Bidder Responsibility to verify existing conditions.
 - 3. Project photographs taken by A/R/C Associates.
 - 4. Roof / Ceiling Assembly Thermal Resistance Calculations.
 - 5. Verification of existing conditions required by the bidder / contractor.
- B. Related Sections:
 - 1. Section 01010 – Summary of Work

1.2 EXISTING PROJECT / SITE CONDITIONS

- A. Overall Campus Plan: The roof area designations indicated in the specifications and on the drawings were established during previous roof repair projects performed by the Owner. The Overall Roof Plan included within the documents as drawing A01 is a reproduction of that previous project and As-builts provided by Volusia County schools and provided for reference purposes only; all field conditions and data should be field verified by the bidder.
- B. The details of the project indicated and existing conditions are based on typical construction practices. A/R/C offers no assurance that all varying conditions have been discovered, or that the Owner-furnished information is completely accurate. It shall be the responsibility of each bidder to make additional inspections as they may judge to be necessary.
- C. Field Investigation: Multiple field investigations were conducted by A/R/C Associates, Incorporated on August 24, September 23 and December 1, 2022, during which time the exposed conditions were observed. Limited existing construction record drawings and specifications were available for A/R/C to verify conditions. The details of the project indicated and existing conditions are based on typical construction practices.
 - 1. Our office also took numerous photographs of the various conditions for reference during our design process, those are also being made accessible through a website, the link for which is:

<https://www.dropbox.com/scl/fo/y/vtgcgt0q1ejbu1vdr67/h?dl=0&rlkey=xa04xpk15ll8v3z9ps8sz4g4t>

EXISTING CONDITION ASSESSMENT

SECTION 02025

2. Verification of Dimensions: The approximate dimensions shown for each roof area are the result of reconstruction of the building design from field measurements taken by A/R/C Associates. This information is given to assist prospective Bidders in establishing the approximate scope of the project. As a prerequisite for bidding the project, however, all dimensions shall be field verified by each Bidder so that the dimensions and areas utilized in bidding the project will be confirmed or corrected by the Bidder.
- D. Condition of Structure:
1. The Owner assumes no responsibility for the actual condition of the structure.
 2. Conditions existing at the time of inspection for bidding purposes will be maintained by Owner in so far as practicable. However, variations may occur due to the Owner's ongoing operations.
 3. Prior to bidding, inspect and verify visible existing conditions of Project, including elements subject to damage or to movement during reroofing.
 - a. Conflicts and problems shall be reported to the Architect for resolution prior to bidding.
 - b. Failure to report these conflicts places the responsibility on the Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 4. During construction, inspect conditions affecting installation of Products, or performance of work.
 - a. Report unsatisfactory or questionable conditions to Architect in writing; do not proceed with work until Architect has provided further instructions.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION



THERMAL RESISTANCE
WORKSHEET

Project Name: School Board of Volusia County – Heritage Middle School

Project No.: 22045.00

Roof Area

	Material	Resistance	Existing	Proposed
1. Outside Surface (air film)				
	Winter-Heat Flow Up-Wind 15 mph	0.17		
	Summer-Heat Flow Down-Wind 7.5 mph	0.25	<u>0.25</u>	<u>0.25</u>
2. Metal Panel		0.00	<u>0.00</u>	0.00
3. Roof Insulation				
a.	Mineral Board: <u>1/2"</u> (E) x 2.55 R/Inch		<u>1.27</u>	<u>1.27</u>
b.	Isocyanurate: <u>4"</u> (E) x 5.56 R/Inch		<u>22.24</u>	<u>22.24</u>
c.	Other: (Add) 1/4" Gypsum cover Board	0.45		
4. Preliminary Roof – Two mopped No. 15 felt		0.12		
	Self-adhered Underlayment	0.06	<u>0.06</u>	<u>0.06</u>
5. Roof Deck/Materials				
a.	Structural Concrete: <u>10"</u> x .08 R/Inch		<u>0.0</u>	<u>0.0</u>
b.	Gypsum Concrete: _____ " x .60 R/Inch			
	Gypsum Form Board: _____ " x .90 R/Inch			
	Fiberglass Form Board: _____ " 4.0 R/Inch			
c.	Lightweight Insulating Concrete:			
	1:4 mix: <u>5"</u> (E) " x 1.11 R/Inch			
	1:6 mix: _____ x 1.315 R/Inch			
	Styrofoam: <u>1"</u> x 4.0 R/Inch			
d.	Wood Decks			
	2" Nominal Plank (1 1/2 ")	1.89		
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f.	Cementitious (Tectum) Deck – 3" thick	6.00		
6. Dead Air Space-Not Vented		0.85	<u>0.85</u>	0.85
7. Ceiling				
a.	Suspended Acoustical Lay-in	1.50	<u>1.50</u>	<u>1.50</u>
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8. Inside Surface – Still Air (air film)				
	Winter-Heat Flow Up	0.61		
	Summer-Heat Flow Down	0.92	<u>0.92</u>	<u>0.92</u>
		R_T	<u>23.57</u>	<u>23.57</u>

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition of designated roofing and removal of materials from site.
- B. Related Sections:
 - 1. Division 1 - General Requirements

1.2 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing the Work of this Section with minimum five years documented experience.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition of roofing, safety of adjacent structures, dust control and disposal.
- B. Notify affected utility companies before starting work and comply with their requirements.
- C. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- D. Conform to applicable regulatory procedures when hazardous or contaminated materials are present.

1.4 SCHEDULING

- A. Schedule work under the provisions of Division 01.
- B. Schedule Work to coincide with new re-roofing work.
- C. Describe demolition removal procedures and schedule.

1.5 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Report conflicts or problems to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Protect existing landscaping materials, appurtenances, structures and adjacent roofs which are not to be demolished.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and occupants.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify Architect. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain egress and access at all times.

3.3 DEMOLITION

- A. Remove demolished materials from site.
- B. Do not burn or bury materials on site. Leave site in clean condition.
- C. Remove temporary work.
- D. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect in accordance with requirements of Division 01.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Miscellaneous framing and sheathing.
- B. Nailers and blocking,
- C. Field fabricated expansion joint curbs and curb extensions,
- D. Preservative treatment of wood where indicated.

1.2 RELATED SECTIONS

- A. Section 07536 - Modified Bitumen Roofing - Torched Applications
- B. Section 07565 - Preparation for Reroofing
- C. Section 07620 - Sheet Metal Flashing and Trim
- D. Section 09900 - Painting

1.3 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A208.1 - Mat-Formed Wood Particleboard.
- B. American Wood-Preservers' Association:
 - 1. AWWPA Standard U1, UC 1-4 - All Timber Products - Preservative Treatment by Pressure Process.
 - 2. AWWPA Standard U1, UCF A and B - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.
- C. ASTM International:
 - 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. National Fire Protection Association:
 - 1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- E. Southern Pine Inspection Bureau:
 - 1. SPIB - Standard Grading Rules for Southern Pine Lumber.
- F. Underwriters Laboratories Inc.:
 - 1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
- G. U. S Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 1 - Construction and Industrial Plywood.
 - 2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
 - 3. DOC PS 20 - American Softwood Lumber Standard.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. Product Data: Submit technical data on
 - 1. Wood /Plywood
 - 2. Fasteners and Anchors
 - 3. Wood preservative and fire retardant treatment materials and application instructions.
 - 4. MSDS of treatment materials.
- C. Samples:
 - 1. Fastener types: Two (2) of each type
- D. Material Samples, if requested by the Architect.
- E. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by DOC PS 20.
 - 2. Plywood Grading Agency: Certified by DOC PS 20.
- B. Surface Burning Characteristics:
 - 1. Fire Retardant Treated Materials: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Apply label from agency approved by authority having jurisdiction to identify each preservative treated and fire retardant treated material.
- D. Perform Work in accordance with current Florida Building Code requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver to site, store, protect, and handle products under provisions of Section 01600.
- B. Protect materials from physical damage. Store materials on raised platform and protect from weather.

1.7 PROJECT CONDITIONS

A. Existing Conditions

1. Verify existing conditions, such as soundness of perimeter conditions, and varying deck and wall thickness for length of anchoring surfaces required and other visible conditions prior to bidding. Nailers height indicated on the details may vary from actual requirement.
2. Report conflicts or problems to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
3. Replace or restore to original condition any materials or work damaged during construction.
4. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas.
5. Failure to install the work in strict accordance with provisions of this Section, is subject to total rejection of work specified herein.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber Grading Rules: NFPA and SPIB.

B. Blocking, Battens, Studding, Nailers, Curb Extensions (within roof system) and Fascia Replacement: Stress Group D, 1x and 2x (as noted in drawings), No. 2 Grade Southern Yellow Pine species, 19 percent maximum moisture content, pressure preservative treated where noted by project details.

1. Nominal sizes are shown or specified within the project documents, except as shown by actual dimensions.

2.2 SHEATHING MATERIALS

A. Plywood Sheathing: APA Rated Sheathing, 5/8" Thickness, CDX Grade (unless noted otherwise).

1. Provide pressure treated plywood where exposed to moisture, or in contact with concrete or masonry building materials.

2.3 ACCESSORIES

A. Fasteners and Anchors:

1. Fasteners: Stainless steel for high humidity and treated wood locations, zinc electroplated steel elsewhere.
2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and

lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

2.1 FACTORY WOOD TREATMENT "USE CATEGORY SYSTEM" (AWPA Standard U1)

- A. Use Category UC1 – Interior/Dry Conditions: Wood and wood based materials used in interior construction not in contact with the ground or foundations or any sources of moisture including roof and plumbing leaks.
 - 1. Wood Preservative (Pressure Treatment): AWP Standard U1, Use Category 2 (UC2) or 3 (UC3); minimum of 0.25 pounds of ACQ-C (Alkaline Copper Quaternary) water borne preservative per cubic foot of wood product.
- B. Use Category UC2 – Interior/Damp Conditions: Wood and wood based materials used in interior construction not in contact with the ground protected from direct exposure to the weather but may be subject to dampness (e.g., roof/curb blocking or plywood sheathing).
 - 1. Wood Preservative (Pressure Treatment): AWP Standard U1, Use Category 2 (UC2) or 3 (UC3); minimum of 0.25 pounds of ACQ-C (Alkaline Copper Quaternary) water borne preservative per cubic foot of wood product.
- C. Use Category UC4A - General Use Conditions: Wood and wood-based materials used in contact with the ground, fresh water or other situations favorable to deterioration.
 - 1. Wood Preservative (Pressure Treatment): AWP Standard U1, Use Category 4A (UC4A); minimum of 0.40 pounds of ACQ-C (Alkaline Copper Quaternary) water borne preservative per cubic foot of wood product.
- D. Fire Retardant Treatment for Wood/Plywood (FRTW): FRT plywood shall be impregnated with chemicals by a pressure process. Fire retardant chemical shall provide protection against termites and fungal decay, shall be registered for use as a wood preservative by the U.S. Environmental Protection Agency (EPA), shall comply with formulation FR-1 of the current edition of AWP Standard P49, and shall be free of halogens, sulfates and ammonium phosphate. Treated wood shall have a flamespread of less than 25 when tested in an extended 30 minute tunnel test in accordance with ASTM E 84, NFPA 255 or UL 723.
- E. Wood preservatives shall not contain arsenic, chromium other EPA classified hazardous preservatives.

PART 3 EXECUTION

3.1 INSTALLATION

A. General:

1. Discard material with defects which might impair quality of work and units which are too small to fabricate work with minimum joints or optimum joint arrangement.
2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown or as required by recognized standards. Countersink fastener heads on exposed carpentry work.
4. Use fasteners and anchorages as indicated. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

3.2 NAILERS AND CURBS.

A. Set members level and plumb, in correct position.

B. Construct curb members of single pieces.

C. Coordinate curbs and installation of wood nailers with roof construction work.

D. Edging and Blocking:

1. Provide wherever shown and where required for screeding or attachment of other work.
2. Form to shapes as shown and cut as required for true line and level on work to be attached. Coordinate location with other work involved.
3. Attach to substrates as required to support applied loading. Countersink bolts and nuts with washers flush with surfaces, unless otherwise shown.
4. Where new members are doubled, ends shall be lapped and thoroughly spiked to each other and to bearing members.
5. Where new members bear on concrete, securely fastened to same by bolts or lag screws on centers as called for on drawings staggered. Provide heads of all bolts or lag screws with large-head washers.
6. Round corners of wood plates where flashing occurs.
7. Use ring shanked nails, except as otherwise indicated. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.
8. Holes drilled oversized or wallered out, shall be re-drilled.
9. Do not install wood nailers more than one day in advance from installation of roofing. For earlier installation of wood nailers than stated above, obtain prior approval from the Architect. Install dry-in felt over any wood nailers and sheathing.

- E. Plywood Sheathing:
 - 1. Install sheathing properly framed to required lines, level and rigidly secured in place.
 - 2. Cut sheathing sections to fit. Leave 1/8" clearance between panels at side laps. Cover sheathing with dry-in felt and seal top horizontal edge.

3.3 SCHEDULES

- A. Roof Perimeter Nailers and curbs: See project manual details for sizes and locations.
- B. Plywood Sheathing: See project manual details and plans for sizes and locations

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preformed, pre-finished standing seam metal roof panel system.
 - 2. Self-adhesive, modified bitumen underlayment.
 - 3. Flashings, trim, anchorage, and accessories.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 01010 – Summary of Work
 - 3. Section 06100 – Miscellaneous Rough Carpentry
 - 4. Section 07900 - Joint Protection.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE)
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- B. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA - 620 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Aluminum Substrates.
 - 2. AAMA - 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
 - 3. AAMA - 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Architectural Extrusions and Panels.
- C. ASTM International (ASTM):
 - 1. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A 792 - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 3. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 4. ASTM C 1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
 - 5. ASTM D 226 - Standard Specification for Asphalt Saturated Organic Felt Used in Roofing and Waterproofing.
 - 6. ASTM D 412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension.
 - 7. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.

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8. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
9. ASTM E 283 - Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors.
10. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Doors, and Curtain Walls by Uniform Static Air Pressure Differential.
11. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
12. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.3 SYSTEM DESCRIPTION

- A. The general scope of the work is to remove the existing standing seam metal roof system at the original twelve (12) campus buildings constructed in 1991 and install a snap-lock seamed prefinished galvalume roof system on all twelve buildings over a self-adhesive, modified bitumen underlayment.
 1. Coordinate color with owner.
- B. Design Requirements; design roof system to withstand:
 1. Live and dead loads in accordance with current Florida Building Code.
 2. Minimum wind uplift pressures based on a design wind speed of 155 mph ultimate / 120 mph nominal (actual) as defined and calculated in accordance with the current editions of ASCE 7 and the current Florida Building Code with maximum allowable deflection of L/180, tested in accordance with ASTM E 1592.
 3. Movement caused by an ambient temperature range of 120 degrees F and a surface temperature range of 180 degrees F.
- C. Performance Requirements:
 1. Air leakage: Maximum 0.03 CFM per square foot of roof area, measured at reference differential pressure across assembly of 6.24 PSF, tested to ASTM E283.
 2. Water leakage: None. Tested to ASTM E331 with test pressure of 6.24 PSF.

1.4 SUBMITTALS

- A. Submittals for Review:
 1. Submit under provisions of Division 01.
 2. Shop Drawings: Show scaled layouts of panel configuration. Indicate only those conditions which differ from or are not included in the project documents.
 3. Product Data:
 - a. Show system components (panels, trim, and accessories).
 - b. Provide data on metal type, finishes, characteristics and general recommendations from metal panel manufacturer.
 - c. Current Florida Product Approval or Miami-Dade Notice of Acceptance which meet or exceed the design requirements of this project.

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4. Manufacturer's written installation instructions: Indicate special handling criteria, installation sequence, and cleaning procedures and certifications.
5. Engineer's Calculations:
 - a. Provide calculations which have been prepared, signed and sealed by a Florida Registered Structural Engineer based on the performance and test data obtained from the manufacturer's ASTM E 1592 testing program.
 - b. Submit two copies of the ASTM E 1592 test results with the structural calculations for review by the Owner and the Architect.
6. Samples:
 - a. After color selection submit two (2) sets of two (2) interlocking roof panel samples, approximately 24" to 36" wide by 30" long, in selected color on representative backing.
 - b. Fasteners: Submit two (2) samples of each fastener type.

B. Closeout Submittals

1. Warranties: Panel system and Finish

1.5 MOCK-UP

- A. If requested, provide mock up of the metal roofing system under provisions of Division
- B. Construct metal roofing mock up, three (3) feet long (or two panel widths), minimum width which includes metal panels mounted to substrate illustrating typical methods and materials for the standing seam support, deck anchorage, hemmed lower edge and cleat, boxed upper edge, metal 'Z' closure piece, sealant application and ridge cap flashing installation
- C. Mock up may remain as part of the Work if continuous from eave to ridge, located at a rake edge and if approved as installed by the Owner and Architect.

1.6 QUALITY ASSURANCE

- A. Materials Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with five (5) years current documented experience.
- B. Manufacturer's Field Inspection and Services
 1. Manufacturer of roofing products shall provide qualified personnel to observe field conditions of surfaces and installation, quality of workmanship, as applicable, and to make appropriate recommendations.
 2. Representative shall visit the project throughout the progress of the work as necessary to ensure the quality of workmanship. Site visits shall be schedule as follows:
 - a. Pre-construction meeting
 - b. Major construction segments
 - c. Perform Manufacturer's final inspection prior to Architect's Substantial Completion Inspection.
 - d. Attend called meetings.

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3. Representative shall submit written reports within three (3) days to Architect listing observations, recommendations and other related comments
- C. Coordinated Installation: Except as otherwise indicated, perform roofing and flashing work as a single integrated unit of work, without division of responsibility between separate installers (a Single Installer responsibility is required)
- D. Installer Qualifications: Work of this Section shall be performed by a single installer and shall be a firm specializing in metal roofing system work for at least five (5) years documented experience and approved by the system manufacturer.
 1. Applicator shall have completed a minimum of three (3) projects of a similar nature and size within the last five (5) years.
 2. A minimum of 35% of the work must be performed by full-time employees of the applicator with a minimum of six (6) months continuous documented work experience with that company.
 3. The Owner reserves the right to request submission of appropriate documentation of the above defined qualifications within twenty-four (24) hours after the bid. Failure to submit documentation upon request, or to meet the above defined experience qualifications, may be grounds for disqualification of the bid.
- E. If requested by the Owner, submit a copy of a list of projects, (with project name, location, date, size, roof system, cost and references). The list shall contain contacts and phone numbers.
- F. The installation shall be performed by a roofing contractor who has been trained by the manufacturer and certified in writing as an installer approved by the manufacturer of the metal roofing (and siding). Certificate holder must be employed by roofing contractor and be present at the jobsite for the duration of the project.
- G. Submit a copy of the manufacturer's certification with the Bid.
- H. Maintain full-time supervisor/foreman, not a workman/foreman, on job site during times that roofing work is in progress. Supervisor must have minimum of three (3) years experience in roofing work of same or similar products manufacturer as bid. Submit a copy of their resume with project experience with the bid.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver to site, store, protect and handle products under provisions of Division 1.
- B. Store and protect panels from moisture due either from precipitation or condensation, damage by construction traffic, temperature extremes, mud, dust sand, oil, grease or dirt.
- C. Protect panels from contact with any materials that could cause staining or discoloration of finish.

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- D. Stack preformed and prefinished material in such a manner as to prevent twisting, bending, warping, surface damage, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

1.8 ENVIRONMENTAL CONDITIONS

- A. Do not install underlayment at ambient or surface temperatures less than 40 degrees F or on wet or frozen substrate.

1.9 PROJECT CONDITIONS

- A. The roofing applicator and sheet metal installer shall verify existing conditions, such as soundness of perimeter conditions, and varying deck and wall thickness for length of anchoring services required and other visible conditions prior to Bidding. Information used in the design was obtained from original design drawings, existing records and site inspection.
- B. Conflicts and problems shall be reported to the Architect prior to Bidding, for resolution. Failure to report these conflicts and problems places the responsibility on the Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
- C. Replace or restore to original condition any materials or work damaged during construction.
- D. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas
- E. Failure to install the work in strict accordance with provisions of this Section, is subject to total rejection of work specified herein.

1.10 WARRANTIES

- A. Manufacturer's Warranty: Furnish a **twenty (20) year** materials and total roof (weather tight) system performance warranty inclusive of newly installed (roofing) materials from existing wall / deck to exterior finished surfaces. The warranty terms and conditions are to comply with the "Manufacturer's Notice of Intent to Issue Roof Warranty" attached at the end of this Section and includes in part:
 - 1. A twenty (20) year warranty providing coverage against chipping, cracking, fading, or delamination of panel finish.
 - 2. A twenty (20) year warranty providing coverage against rupture, perforation, or structural failure of zinc-aluminum alloy coated panels.
- B. Applicator's Warranty: Furnish a **three (3) year** applicator warranty in accordance with the provisions attached Applicator's Warranty form attached at the end of this Section.

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PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable manufacturers & products are as follows:
- | | | | |
|-----|---------------------------------------|----------------|--|
| 1. | ATAS International, Inc. | Dutch Seam | www.atas.com |
| 2. | Berridge Manufacturing Co. | Cee-Lock | www.berridge.com |
| 3. | Centria Architectural Systems. | SDP 175 | www.centria.com |
| 4. | Drexel Metals, Inc. | DMC 175S | www.drexelmetals.com |
| 5. | Englert, Inc. | S2000 Series | www.englertinc.com |
| 6. | Firestone / Una-Clad | UC-14 Panel | www.firestonebpco.com |
| 7. | Fabral. | Slim Seam | www.fabral.com |
| 8. | Imetco | 1 3/4" SnapLok | www.imetco.com |
| 9. | Merchant & Evans, Inc. | Classic Rib | www.ziprib.com |
| 10. | Morin Corporation | SWL Profile | www.morincorp.com |
| 11. | Petersen Aluminum Corp. | Snap Clad | www.pac-clad.com |
| 12. | Architect approved equivalent system. | | |
- B. All metal roofing systems shall have current Florida Product Approval or Miami-Dade Notice of Acceptance which meet or exceed the design requirements of this project.
- C. Substitutions: Considered and processed under the provisions of Division 1.
- D. Being listed as a pre-qualified manufacturer does not release the manufacturer from providing complete and acceptable submittal requirements.

2.2 MATERIALS

- A. Prefinished Metal:
1. Aluminum-Zinc Alloy Coated (AZ-55 Galvalume®) Steel Sheet, 24 gauge, ASTM A 792, Grade 40, yield strength 50 ksi min.

2.3 FABRICATION

- A. General:
1. Provide roofing panels roll formed to profile indicated and specified. Provide flashing, closures, fillers, metal expansion joints, ridge covers, roof panel mounting clips, gable and eave trim, gutters and other sheet metal accessories factory formed and finished. Material and finish shall be as specified.
 2. Allowances for thermal expansion: Pre-engineered metal roof system shall be designed, fabricated, and installed to allow relative movement between roof panels and purlins, gables and ridges due to thermal expansion and contraction without causing damage to the system or permanent deformation to any of the system components. Roof panels are to be continuous from eave to ridge, intermediate end laps are not permitted.

- B. Roof Panels:
1. Materials: Fabricate panels from 24 gauge smooth (non-embossed) roll formed Aluminum-Zinc Alloy Coated (AZ-55 Galvalume®) Steel Sheet. Actual gauge to be determined based on data obtained from ASTM E-1592 testing.
 2. Panel Profile: 1-1/2" inch high (minimum) standing seams spaced at 16-18 inches on center with intermediate stiffening ribs at 4-6 inches on center (or striations) and interlocking edges. Panels shall be designed to provide full seam side laps when installed.
 3. Trim: Profiles as indicated or as required, fabricated from same material and finish as panels, unless specifically noted otherwise.
 4. Panel Length: Roll form panels and trim to required profiles in longest practicable lengths. Roof panel are to be continuous from eave to ridge, intermediate end laps are not permitted.
 5. The majority of the metal flashings associated with the roofing shall be provided in pre-finished Galvalume to match the new roof panels. See specification Section 07620 – Sheet Metal Flashing and Trim, Article 3.5 for the flashing metal schedule for this work.

2.4 FINISHES

- A. Panels and Trim: Panels shall be factory painted with a full strength fluoropolymer finish. Paint shall contain 70-75% KYNAR 500 resin and applied, (0.80 mils thickness), over manufacturer's primer, (0.20 mils thickness), with a total system thickness of 1.00 mils per ASTM D 1400. Gloss to be 20-30% per ASTM D 523 at 60 degrees. Owner will select color from manufacturer's standard color chart, available selections to include "Pre-weathered Galvalume" paint color. Back side shall be factory painted with polymer paint.
- B. The physical characteristics of the exterior coating shall be measured by the following laboratory weather simulating tests to obtain test results justifying a manufacturer's **twenty (20) year** warranty:
1. Humidity Resistance at 95°F and 100% R.H. in accordance with ASTM D 2247: 1000 hours.
 2. Salt Spray Resistance at 5% Salt Fog per ASTM B 117: 1000 hours.
 3. Reverse Impact Resistance in accordance with ASTM D 2794: No cracking or loss of adhesion.
 4. Resistance to Accelerated Weathering - in an Atlas Model XX-R Dew Cycle Weather-O-Meter in accordance with ASTM D 822: 5000 hours.
 5. Abrasion Resistance to falling sand in accordance with ASTM D 968: 65 liters minimum.
 6. Chemical/Acid/Pollution Resistance:
 - a. Chemical spot tests in accordance with ASTM D 1308 procedure 5a, for Hydrochloric Acid, Sulfuric Acid and Sodium Hydroxide: No effect.
 - b. Chemical spot tests in accordance with ASTM D 1308 procedure 5b, for Muriatic Acid and Tincture of Iodine: No effect.
 - c. Resistance to sulfur dioxide in accordance with "KESTERNICH" cyclic test, (DIN 50018 and ASTM G 87): 15 cycles minimum.

7. Gloss finish shall be maintained evenly over entire surface in accordance with ASTM D 523.
8. Accessory finishes: The same warranty that applies to panel finishes shall apply to sheet metal accessories.

2.5 ROOF UNDERLAYMENT SHEET MATERIAL

- A. Material: 40 mil minimum thickness, polyester or otherwise reinforced to prevent tearing, SBS modified asphalt waterproofing and underlayment membrane sheet, single-sided, self-adhesive, with a strippable treated release paper. Surface to be non-skid surface of mineral granules, fabric scrim and/or sanded. Acceptable Products are limited to:
- | | | |
|----|---|---------------------------------|
| 1. | Boral | TileSeal HT |
| 2. | Carlisle Const. Products | WIP 300 HT |
| 3. | Englert Inc. | Metalman HT |
| 4. | InterWrap | Titanium PSU |
| 5. | Protecto Wrap Co. | Rain Proof - 40 |
| 6. | Tamko | TW Metal and Tile Underlayment. |
| 7. | Soprema | Sopralene Stick. |
| 8. | Architect approved equivalent product, must be approved prior to use. | |

2.6 ACCESSORIES AND FASTENERS

- A. Standing Seam Roof/Wall Panel Mounting Clips: Manufacturer's required stainless steel or nylon coated aluminum mounting clip with 6" x 6" x 18 gauge galvanized steel bearing plate minimum, (or as required by the manufacturer) due to existing rigid insulation. Size, shape, thickness and capacity of mounting clip to be as required to meet the design loads indicated. No field modifications of, or anchorage through the mounting clip will be permitted which will limit the ability of the roof system to accommodate thermal movement.
- B. Sheet Panel Fasteners: Manufacturer's required fasteners. (appropriate length for use intended)
1. Provide metal backed neoprene washers under heads of fasteners bearing on weather side of panels
 2. Use stainless steel fasteners for exterior application and galvanized or cadmium plated fasteners for interior applications. Lock rivets where required are to be stainless steel. Use painted fasteners where fastening into painted panel or trim.
 3. Locate and space fastenings for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
 4. Use of exposed fasteners is not permitted, except where specifically allowed by the project details.

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- C. Flexible Panel End Closure Strips: Closed cell, expanded cellular rubber, self-extinguishing, cut or pre-molded to match corrugation configuration of roofing and/or siding panels. Provide where indicated and necessary to ensure weathertight construction.
- D. Prefabricated Pipe Flashing "Boot": Roof manufacturer's standard compression molded EPDM rubber tapered pipe flashing unit with 1" wide flexible aluminum base. Material to be ozone and ultraviolet resistant. Basis of design to be EPDM Deck-Mate by Portals Plus, Inc. of Bensenville, IL or approved equal.
- E. Joint Protection: As specified in Section 07900.
- F. Miscellaneous Accessories: Except as indicated as work of another specification section, provide components required for a complete roofing system, including trim, coping, fascias, sills, corner units, ridge closures, clips, seam covers, battens, flashing, sealants, gaskets, fillers, closure strips and similar items. Match materials and finishes of preformed painted panels. The same warranty that applies to panel finishes shall apply to sheet metal accessories.

PART 3 EXECUTION

3.1 GENERAL

- A. Pre-engineered metal roofing system shall be installed in strict conformance with manufacturer's instructions. Roof panels shall be installed to allow for relative movement between roof panels and ridge, gables, fascias and other components of the roof system
- B. Watertightness Imperative:
 - 1. The work specified herein will not preclude the use of procedures that will maintain the buildings watertight. Therefore, the Contractor, while conforming to these Contract Documents, must utilize necessary procedures to keep water out of the buildings while construction is in progress.
 - 2. At end of each day's roofing installation and prior to the onset of all inclement weather, new section of roofing shall be temporarily sealed with cut offs to the unfinished substrates. Seal projections through the roof and to the surrounding intersections so that no moisture may enter roofing or into structure before work resumes. Remove cut offs before work resumes.
- C. In areas where there is a chance of debris falling into the occupied space, work will be performed after hours, on weekends or on holidays.
- D. Environmental Impact: Ensure that fresh air intakes in the area of new roofing construction are properly sealed or filtered. Coordinate user requirements for temporary equipment shutdown as needed. Also, take care to prevent construction related materials from entering through voids in the deck or building envelope.

- E. Interior Work: Coordinate installation of associated ceiling repairs with user schedules and peak-use times.
- F. Off Hour Work: The following roof construction activities must be coordinated and scheduled to occur while those spaces immediately below the required work are not occupied.
 - 1. Asbestos abatement.
 - 2. Roof tear-off.
 - 3. Removal or installation of heavy roof top equipment.
 - 4. Structural and/or deck repairs.
 - 5. Loading or unloading of materials.
 - 6. Installation of up-lift anchors into Tectum decks.
 - 7. Any covered walkway roofing work.
 - 8. Any interior (below structural roof deck) work.

3.2 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secured. Verify deck is clean and smooth, free of depressions, waves, or projections and properly sloped. Verify deck surfaces are dry. If applicable, verify flutes of metal deck are clean and dry.
- C. Verify roof openings, curbs, pipes, conduit, sleeves, ducts, and vents through roof are solidly set, and cant strips and reglets are in place
- D. At framed openings for mechanical equipment: provide shapes of proper design and size to reinforce opening and to carry loads and vibrations imposed, including equipment furnished under mechanical or electrical work. Securely attach to building structural frame.

3.3 INSTALLATION OF UNDERLAYMENT

- A. Clean and prepare existing underlayment to remain as directed by the manufacturer.
- B. Starting at low edge, apply underlayment horizontally on roof. Weather lap each sheet 4 inches over preceding sheet. Lap ends 6 inches minimum.
- C. Press to full bond with substrate without voids, wrinkles, bridging, or fishmouths. Seal ends and edges.
- D. Lap underlayment minimum 12 inches over hips and ridges from both sides. Apply 36 inch wide strip centered lengthwise over ridge.
- E. Extend minimum 4 inches up abutting vertical surfaces.

3.4 INSTALLATION OF METAL ROOF PANELS

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install aligned, level and plumb, installation tolerances are:
 - 1. Variation from location: Plus or minus 1/4 inch.
 - 2. Variation from plane: 1/4 inch in 10 feet.
- C. Fasten panels to underlying metal deck using concealed panel clips, provide 6" x 6" x 18 gage galvanized steel bearing plates under each panel clip. Anchorage size, type and locations to be defined by the roofing manufacturer's project specific engineering. Exposed fasteners are permitted at trim members where detailed only.
- D. Install panels in continuous lengths from eave to ridge without end joints. Install trim to maintain visual continuity of system. Install joint sealers and gaskets to prevent water penetration.
- E. Flash penetrations through roofing with metal trim to match panels:
 - 1. Install flashings at roof panel penetrations, transitions and terminations per the project details, properly lap all components, provide sealant as a secondary means of weatherproofing.
 - 2. Install metal rain collar and joint sealant at top of pipe penetrations.
 - 3. Install water diverter (cricket) at uphill side of square and rectangular penetrations.

3.5 DAMAGED MATERIAL: Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

3.6 ADJUSTING AND TOUCH-UP PAINTING

- A. Apply manufacturer's supplied touch-up paint, at the discretion of the Architect, to any scratches or scrapes or other deficiencies in the painted metal finish.
- B. All raw edges of the metal roof panels or flashing which may be left exposed due to either factory or field cutting and may be subject to corrosion are to receive manufacturer's supplied touch-up paint.

3.7 CLEANING AND PROTECTION

- A. Cleaning: Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashing and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION

MANUFACTURER'S NOTICE OF INTENT TO ISSUE ROOF WARRANTY

Whereas

herein called the "Roofing System Manufacturer" hereby gives notice to:

Owner: _____

Address: _____
of its Notice of Intent to issue its Roof Warranty, to the Owner for the Project,

Project: _____

Address: _____
incorporating the Manufacturer's _____

_____ roofing system or product is installed in accordance with the Contract Documents.

Manufacturers' Notice of Intent to Issue Roof Warranty in conformance with the Contract Documents shall be executed by the manufacturer and attached to the bid form. Each Bidder shall submit a single form, only from the specified manufacturer, and shall include items 1 and 2 as follows:

1. A detailed description of the components of the manufacturer's system proposed and a list of any other component and accessories, proposed for use in the system that is provided by other manufacturers or suppliers.
 - a) A statement that the Manufacturer's Representative has thoroughly reviewed the job conditions and project manual, (plans, specifications & details). Having reviewed the above items and project requirements in detail, the Representative will provide a written response to the Design Professional ten days prior to the bid date, if conflicts between the Manufacturer's requirements occur with the above listed documents.
2. A sample of the Manufacturer's Roof Warranty shall be attached to and submitted with this form and the bid package. The manufacturer shall delete all exceptions relative to system failure from high wind uplift pressures due to gale force winds and windstorms below a nominal wind speed of 120 mph and below the following "Unfactored / (Nominal) Wind Uplift Pressures as calculated per the current Florida Building Code and ASCE 7:

a)	Interior of Roof (Zone 1):	- 32 psf nominal / -53 psf ultimate
b)	Ridge & Hips (Zone 2r)	- 37 psf nominal / -62 psf ultimate
c)	Perimeter of Roof (Zones 2e):	- 45 psf nominal / -75 psf ultimate
c)	Corners of Roof (Zone 3r):	- 49 psf nominal / -82 psf ultimate
3. **Twenty (20)** year total roof system warranty inclusive of all newly installed roofing materials, all included products and accessories, including all metal flashings, from existing roof substrate or deck to finish membrane, whether supplied by the membrane manufacturer or by others. Provide a "No Dollar Limit", single source responsibility, non-deductible roofing warranty inclusive of all material and labor in full compliance with all the requirements of the project specifications.

MANUFACTURER'S NOTICE OF INTENT
TO ISSUE ROOF WARRANTY - page 2

- a) The manufacturer shall modify the roof warranty to include total labor coverage for the warranty period and to cover damage to roof materials and insulation down to the roof deck resulting from water penetration.
 - b) The manufacturer shall modify the roof warranty to state that the Owner has the right to make emergency repairs without voiding the warranty if the manufacturer or applicator does not respond within 24 hours to notification by the Owner of a defect or leak.
 - c) The manufacturer shall modify the roof warranty to state that annual inspections with written reports by the Owner, and resulting maintenance, are sufficient to fulfill the periodic inspection requirements of the manufacturer's warranty.
4. The manufacturer's Representative shall conduct a Post-Construction field inspection no earlier than **eleven (11) months**, and no later than **twelve (12) months** after the Date of Substantial Completion. Submit a written report within seven (7) days of this visit to the Owner's Maintenance Dept. listing observations, conditions and any recommended repairs or remedial action.
5. The manufacturer will, during the **second** (2nd), and **fifth** (5th), year of this warranty, inspect the roof system and provide a written Executive Summary of the Roof Condition to the Owner.

Further, the manufacturer acknowledges that the applicator:

Roof Applicator's Name: _____

Address: _____

has been approved to install this roof system since _____, _____ and meets the criteria for an approved applicator listed in the Project Manual.

By signing the above, the Authorized Representative of said Manufacturer certifies and represents the Roofing System Manufacturer with the authority to contract and make the above representations to the Owner.

By: _____ Date: _____
Signature of Authorized Representative

Name: _____ Title: _____

Witness: _____ Date: _____

APPLICATOR'S WARRANTY FOR ROOFING

Whereas _____

of (Address)_____

herein called the "Roofing Contractor", has performed roofing, flashing and sheet metal and associated ("work") on following project:

Owner:_____

Address:_____

Name and Type of Building:_____

Address:_____

Area of Work:_____

Date of Acceptance:_____

Warranty Period: **Three Years** Date of Expiration:

The Roofing Contractor hereby certifies to the Owner as a "Final Statement of Compliance" that the finished roof membrane (and insulation) system was installed in compliance with the approved contract documents.

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks, faulty or defective materials, roofing components deemed faulty or in disrepair, and workmanship for designated the Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions.

1. Specifically excluded from this Warranty are damages to roofing work and other parts of the building, and to building contents, caused by: a) lightning, windstorm; b) fire; c) failure of roofing system substrate or structure (including cracking, settlement, excessive deflection, deterioration, and decomposition). When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired and until cost or repairs has been paid by the Owner or by another responsible party as so designated.
2. The Roofing Contractor is responsible for damage to work covered by this Warranty, and is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.

3. The Owner shall promptly notify Roofing Contractor of observed, known or suspected leaks, defect, disrepair or deterioration. The Contractor shall guarantee to respond to all notifications within **twenty-four (24) hours** and to make all such repairs as deemed necessary to correct said leaks or defects to a satisfactory condition to the Owner. Repairs shall be made by workman in the current employment of the Contractor. Subcontracting of repair work is not permitted.
4. The definition of faulty roofing components or roofing in disrepair includes, but is not limited to the following:
 - A. Failures of applicator applied finishes at any metal flashing components.
 - B. Cracks or breaks in metal roof panels or flashing components.
 - C. Disengagement of flashing from concealed cleats.
 - D. Defects in the quality of work or materials.
 - E. Leaks of any kind.
5. This Warranty is recognized to be the only warranty of the Roofing Contractor on said work, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failures. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility for performance of original work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this

_____ day of _____, 20_____.

Roofing Contractor Firm

Signature of Authorized Person

Title

Witness

(SEAL)

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removal of existing roofing system in preparation for a new roof membrane system.
- B. Related Sections
 - 1. Section 02070 - Selective Demolition
 - 2. Section 06100 - Rough Carpentry
 - 3. Section 07410 – Standing Seam Metal Roofing

1.2 DESCRIPTION OF WORK

- A. All Roof Areas where indicated: Remove existing roof membrane system, perimeter flashings, base flashing, counter flashings, edge metal, counterflashing, vent stack flashing down to the existing modified bitumen underlayment, which is to remain.
- B. Remove and replace any damaged or deteriorated blocking, nailers and decking.

1.3 QUALIFICATIONS

Materials Removal Firm: Company specializing in performing the work of this Section with minimum 3 years documented experience.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide product description and specification information of roof materials and accessories as may be specified elsewhere.
- C. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.5 PRE-INSTALLATION CONFERENCE

- A. Attend conference specified in Section 01300.

1.6 PROJECT CONDITIONS

- A. Existing Conditions
 - 1. The preliminary roof applicator shall verify existing conditions, such as soundness of perimeter conditions, varying deck and other visible conditions prior to bidding.
 - 2. Report conflicts and problems to the Architect for resolution prior to bidding. Failure to report these conflicts and problems places the responsibility on the

**PREPARATION FOR REROOFING
SECTION 07536**

Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.

3. Replace or restore to original condition any materials or work damaged during construction.
4. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas.
5. Failure to install the work in strict accordance with provisions of this Section, is subject to total rejection of work specified herein.

1.7 ENVIRONMENTAL REQUIERMENTS

- A. Do not remove existing roofing when weather conditions threaten the integrity of the building contents or intended continued occupancy.
- B. Maintain continuous protection prior to and during installation of new roofing system.

1.8 SCHEDULING AND COORDINATION

- A. Schedule and coordinated work under the provisions of Division 01.
- B. Schedule work to coincide with commencement of installation of new roofing system.
- C. Coordinate the work with other affected mechanical and electrical work associated with roof penetrations.
- D. Remove only existing roofing materials that can be replaced with new materials the same day or as the weather will permit.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Temporary Protection: Sheet polyethylene; provide weights to retain sheeting in position.
- B. Protection Board (as may be required): ASTM C208, Roof Insulating Board type, cellulose fiber board, with the following characteristics:
 1. Board Size 48 x 96 inches.
 2. Board Thickness 1/2 inch
 3. Board Edges square

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Division 01.
- B. Verify that existing roof surface is clear and ready for work of this section.

3.2 PREPARATION

- A. Sweep roof surface clean of loose matter. Remove loose refuse and dispose off site.

3.3 MATERIAL REMOVAL

- A. Remove metal counter flashings.
- B. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- C. Cut and lay flat any membrane blisters.
- D. Remove damaged insulation and fasteners, cant strips and blocking.
- E. Repair existing wood and lightweight insulating concrete deck surface to provide smooth working surface for new roof system.

3.4 TEMPORARY PROTECTION

- A. Protect finished Work under provisions of Division 01.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surfaces.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Division 01.
- B. Inspection will identify the exact limits of material removal.
- C. Testing will identify the condition of existing materials for their reuse, repair or removal.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Flashings and Counterflashings
 - 2. Gutters and Downspouts
 - 3. Miscellaneous Sheet Metal at all Roof Areas
 - 4. Accessories

- B. Related Sections:
 - 1. Section 06100 - Miscellaneous Rough Carpentry.
 - 2. Section 07410 – Standing Seam Metal Roofing.
 - 3. Section 07920 – Joint Protection.
 - 4. Section 09900 – Painting: Prime and finish painting.

- C. References:
 - 1. ASTM International:
 - a. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - b. ASTM A 755 - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process.
 - c. ASTM A 792 - Standard Specification for Steel Sheet, Aluminum-Zinc Coated by the Hot-Dip Process.
 - d. ASTM B 29 – Standard Specification for Refined Lead.
 - e. ASTM B 32 - Standard Specification for Solder Metal.
 - f. ASTM B 749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
 - g. ASTM C 1549 - Standard Test Method for Determination of Solar Reflectance at Near Ambient Temperature Using a Portable Solar Reflectometer.
 - h. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - i. ASTM D 412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension.
 - j. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - k. ASTM D 4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
 - l. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 2. National Roofing Contractors' Association:
 - a. NRCA – National Roofing Contractors' Association Manual.
 - 3. Sheet Metal and Air Conditioning Contractors:
 - a. SMACNA - Architectural Sheet Metal Manual.

1.2 SUBMITTALS

- A. Section 01300 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Submit shop drawings for any condition not shown on plans and details.
- C. Product Data: Submit data on manufactured components metal types, finishes, and characteristics.
- D. Samples:
 - 1. Submit two samples 12 x 12 inch in size illustrating a typical external corner, internal corner, material and finish.
 - 2. Submit two samples 12 x 12 inch in size illustrating metal finish color.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA and standard details and requirements.
- B. Failure to install work in strict accordance with provisions of this Section, is subject to total rejection of the work specified herein.
- C. Maintain copy of document on site.

1.4 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal work with minimum three years documented experience.

1.5 PRE-INSTALLATION MEETINGS

- A. Section 01039 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials causing discoloration or staining.

1.7 COORDINATION

- A. Section 01039 - Administrative Requirements: Coordination and project conditions.

- B. Coordinate application of flashings with application of roofing, protruding material, and roof accessories to provide a complete weathertight installation according to the specified warranty requirements.

PART 2 PRODUCTS

2.1 SHEET MATERIALS

- A. Stainless Steel: ASTM A 167; Type 304, soft temper, 22 ga. or 24 ga. thickness unless otherwise specified; smooth 2B finish.
- B. Zinc-Coated Steel: Commercial quality with 0.20% copper, ASTM A 525 except ASTM A 527 for lock-forming, G90 hot-dip galvanized, 24 gage except as otherwise indicated.
- C. Aluminum: ASTM B 209, alloy 3003, temper H14, AA-C22A41 mill finish or prefinished as noted by details; thickness as noted by details and schedule within this section.
- D. Galvalume Steel: Aluminum-Zinc Alloy Coated Sheet Steel coated on both sides with a layer of aluminum-zinc alloy by continuous hot-dip method (approximately 55% aluminum, 45% zinc). Triple spot minimum 0.55 oz. per square foot as determined by ASTM A 792, mill finish or prefinished as noted by details; thickness as noted by details and schedule within this section.
- E. If any of above is noted to be prefinished, exposed surfaces shall be factory painted with a full strength fluoropolymer finish. Paint shall contain 75% KYNAR 500 resin and applied, (0.80 mil thickness), over manufacturer's primer, (0.20 mil thickness), with a total system thickness of 1.00 mil per ASTM D 1400. Gloss to be 20-30% per ASTM d 523 at 60 degrees.

2.2 EXTRUDED MATERIALS

- A. Aluminum: ASTM B 209, alloy 3003, temper H14, AA-C22A41 mill finish; 0.125" wall thickness at new downspouts.

2.3 ACCESSORIES

- A. Termination Bar: Aluminum ASTM B-209, Alloy 6061, Temper T-6, mill finish; sizes 1/8" thick by 1-1/2" with rounded edges.
- B. Sheet Metal Fasteners:
 - 1. Fasteners: Stainless steel
 - 2. Exposed fasteners are prohibited, and may only be used where specifically permitted by the project details or the Architect.
 - 3. Fasteners being on weather side of metal are to be a minimum #10 size "Scots" type screw with metal-backed neoprene washer integral with the head of the screw, or 3/16" diameter minimum steel rivet.

SHEET METAL FLASHING & TRIM
SECTION 07620

4. Use stainless steel fasteners for exterior application and cadmium plated fasteners for interior applications. Use painted fasteners where fastening into painted panel or trim.
 5. Locate and space fastenings for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
- C. Fasteners: Stainless steel: Fastener size and penetrations into various substrates should be as follows:
1. Wood: ¼ inch screw x 2 inch penetration or
1½ inch annular ring stainless steel roofing nail.
 2. Concrete: ¼ inch "zamac" nail-in x 1 ½ inch penetration.
 3. Concrete Block: ¼ inch "zamac" nail-in x 1 ½ inch penetration.
- D. Fastener Schedule: Anchorage for below assumed to be into wood blocking, see details for other specifics.
1. Continuous Cleats: 1-½ inch annular ring stainless steel roofing nails at 6 inches on center maximum.
 2. See Fastener Schedule sheets included as part of the project documents.
 3. For all conditions not covered, refer to fastener specifications above or consult with Architect.
- E. Dry-in Membrane: Forty (40) mils minimum thickness, polyester reinforced, SBS modified asphalt waterproofing and underlayment membrane sheet.
1. Boral TileSeal HT
 2. Carlisle Const. Products WIP 300 HT
 3. Englert Inc. Metalman HT
 4. Interwrap Titanium PSU 30
 5. Protecto-Wrap Rainproof 40
 6. Soprema Sopralene Stick
 7. Tamko TW Metal and Tile underlayment
 8. Architect approved (prior to bidding) equivalent product.
- F. Primer: Asphaltic based primer for flanges set in adhesive.
- G. Protective Backing Paint (bituminous coating): FS-TT-C 494; Cold applied asphalt mastic, SSPC paint 12 compounded for 15 mil dry film thickness per coat.
- H. Sealant: Sealant specified in Section 07900.
- I. Plastic Cement: ASTM D 4586, Type I.
- J. Flashing Tape (concealed application): Double sided, gray extruded or preformed, 99% solids, cross linked polyisobutylene compound, non-sag, non-toxic, non-staining, permanently elastic self adhesive tape. One eighth (1/8) inch minimum thickness, 3/4" minimum width unless otherwise noted on the drawings.
1. Pecora Corporation Extru-Seal Glazing Tape
 2. Tremco Construction Products 440 II Tape

- 3. Equivalent products as approved by the Owner or Architect.
- K. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.
- L. Solder: ASTM B 32; type suitable for application and material being soldered.
- M. Metal Flashing Adhesive: Epoxy Adhesive may be used to assemble flashing fabrications using aluminum or pre-finished metals as noted by the project details Utilize a 2 component methacrylate adhesive system, approved products are:
 - 1. SciGrip SG300 series adhesive as manufactured by SCIGRIP Americas, 600 Ellis Road, Durham, NC 27703. Contact: (887) 477-4583, (www.scigrip.com).
 - 2. Weld-on SS300 series adhesive as manufactured by IPS Structural Adhesives, Inc., 600 Ellis Road, Durham, NC 27703. Contact: (887) 477-4583, (www.ipscorp.com).
 - 3. Partite 7300 or 7400 series adhesive as manufactured by Parson Adhesives, Inc., 3345 Auburn Road, Suite 107, Rochester Hills, MI 48309. Contact: (248) 299-5585, (www.parsonadhesives.com).
 - 4. The above products have been represented locally by North American Composites, 3715 North Frontage Road, Lakeland, FL 33810. Contact: (800) 241-5817. (www.nacomposites.com).
 - 5. Architect approved equal.

2.4 FABRICATION

- A. Form sections shape indicated on Drawings, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet metal, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. At all metal roofing termination and transition assemblies / flashing which are to be fabricated using pre-finished metal per the project details; utilize the specified sheet metal adhesive in lieu of soldering or welding, unless noted otherwise by the details
- E. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- F. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- G. Fabricate corners from one piece with minimum 18 inch long legs; solder for rigidity, seal with sealant.
- H. Pretin edges of stainless steel sheet. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints. (Heliarc shop formed aluminum joints).

- I. Perform soldering work slowly, with properly heated irons to thoroughly heat seam material and sweat solder through full width of seam that shall show not less than 1 inch of evenly flowed solder.
 - 1. Start soldering immediately after application of flux.
 - 2. Solder flat locked seams.
- J. Fabricate vertical faces with bottom edge formed outward 1 inch and hemmed to form drip.
- K. Fabricate flashings to allow toe to extend 1 1/2" over wood nailers. Return and brake edges.
- L. Fabricate accessories in profile and size to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets. Straps.
 - 3. Downspout Supports: Brackets.
- M. Seal metal joints.

2.5 FINISH

- A. The majority of sheet metal flashings and trim shall be galvalume with Kynar finish. Refer to article 3.5 - Schedule
- B. Prepare metal surfaces to be painted in accordance with Section 09900. All stainless steel flashings to remain unfinished, except as noted by details or when included as a fabrication within an otherwise prefinished trim component.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mils when dissimilar metals are in contact.
- D. Isolate dissimilar metals with accepted isolation paint or other accepted materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Administrative Requirements: Coordination and project conditions.
- B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- C. Verify roofing termination and base flashings are in place, sealed, and secure.
- D. Do not proceed with work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted counterflashing (reglets) to lines and levels indicated on Drawings. Seal top of counterflashing (reglets) with sealant.
- C. Paint concealed metal surfaces with protective backing paint to minimum dry film thickness of 15 mils where applicable.

3.3 INSTALLATION

- A. Where applicable, insert flashings into reglets to form tight fit. Secure in place with lead wedges. Seal flashings into reglets with sealant.
- B. Secure flashing in place using concealed fasteners. Use exposed fasteners only where specifically permitted by the project details.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Solder / weld per metal type metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- E. Apply modified bitumen cement compound between metal flashing and bituminous underlayment and/or flashing membrane as indicated by the project details. At other locations utilize self-adhesive butyl flashing tape as specified above.
- F. All straight joints in coping cap and fascia metal shall be formed with a minimum of cutting, and assembled in a manner to allow overlap of materials and the underlying cleat for sealant contact
- G. Secure gutters and downspouts in place using specified fasteners. Connect downspouts to underground drainage system where existing. Set splash blocks under downspouts if discharging on grade (omit if paved).
- H. Seal metal joints watertight.

3.4 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspection will involve surveillance of Work during installation to ascertain compliance with specified requirements.

**SHEET METAL FLASHING & TRIM
SECTION 07620**

3.5 SCHEDULE

	Location	Metal Type	Thickness	Finish
A.	Edge Metal Transition Fabrications	Galvalume	24 gage	Kynar
B.	Edge Metal and Rake Metal	Galvalume	24 gage	Kynar
C.	Continuous Cleats (Edge Metal)	Galvalume	22 gage	Mill
D.	Fascia Metal and Skirt Metal	Galvalume	24 gage	Kynar
E.	Counterflashing & Skirts	Galvalume	24 gage	Kynar
F.	Counterflashing Receiver	Stainless Steel	24 gage	Mill
G.	Counterflashing Retainer Cleats	Galvalume	26 gage	Kynar
H.	Expansion Joint Cover (at roof)	Galvalume	24 gage	Kynar
I.	Expansion Joint Cover (walkways)	Aluminum	0.040"	Mill
J.	Exp. Joint Cont. Cleat (walkways)	Aluminum	0.050"	Mill
K.	Gutters	Stainless Steel	22 gage	Mill
L.	Downspouts	Extruded Aluminum	0.125"	Mill
M.	Downspouts & Gutter Brackets	Stainless Steel	1/8" x 1.25"	Mill
N.	Equipment Curb Fabrications	Galvalume	18 gage	Painted
O.	Valley Metal, Ridge & Hip Caps	Galvalume	24 gage	Kynar
P.	Ridge & Hip Transition Fabrications	Galvalume	24 gage	Kynar
Q.	Metal Roof "Z-closures"	Galvalume	22 gage	Kynar
R.	Roof Penetration Collar Flashings	Stainless Steel	24 gage	Painted
S.	Cont. "J-Cleat" Trim at Siding	Stainless Steel	24 gage	Painted
T.	Miscellaneous metal flashing and transitions: Mill finish 24 gage stainless steel, or pre-finished 24 gage Galvalume as required by Architect.			

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants and joint backing, and accessories.
- B. Related Sections:
 - 1. Section 07410 – Standing Seam Metal Roofing.
 - 2. Section 07620 – Sheet Metal Flashing and Trim.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C 834 - Standard Specification for Latex Sealants.
 - 2. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
 - 3. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
 - 4. ASTM D 1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
 - 5. ASTM D 1667 - Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
 - 6. ASTM D 2628 - Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.

1.3 SUBMITTALS

- A. Section 01300 - Submittal Procedures: Submittal procedures.
- B. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 1/4 x 6 inches in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- E. Warranty: Include coverage for installed sealants and accessories failing to achieve watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

1.4 QUALITY ASSURANCE

- A. Perform work in strict accordance with sealant manufacturer's requirements for preparation of surfaces and material installations instructions.
- B. Maintain one copy of each document covering installation requirements on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience and approved by manufacturer.

1.6 MOCKUP

- A. Section 01400 - Quality Requirements: Requirements for mockup.
- B. Construct mockup of sealant joints in conjunction with window, wall and roof mockups specified in other sections.
- C. Construct mockup with specified sealant types and with other components noted.
 - 1. Determine preparation and priming requirements based on manufacturers recommendations; take action necessary for correction of failure of sealant tests on mock-up.
 - 2. Verify sealants, primers, and other components do not stain adjacent materials.
- D. Locate where directed by Architect/Engineer.
- E. Incorporate accepted mockup as part of Work.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements.
- B. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.
- C. Existing Conditions:
 - 1. Verify existing conditions, such as soundness of perimeter conditions, and varying deck and wall thickness for length of anchoring services required and other visible conditions prior to Bidding.
 - 2. Report conflicts and problems to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 - 3. Replace or restore to original condition any materials or work damaged during construction.
 - 4. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas.
 - 5. Failure to install the work in strict accordance with the provisions of this Section, is subject to total rejection of work specified herein.

1.8 COORDINATION

- A. Section 01039 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate Work with sections referencing this section.

1.9 WARRANTY

- A. Provide a five (5) year warranty under provisions of Section 01700 –Execution and Closeout Requirements

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. GE Silicones
 - 3. Pecora Corp.
 - 4. Sika Corp.
 - 5. Tremco
 - 6. Sonneborn
 - 7. ChemLink
 - 8. Substitutions: Section 01600 - Product Requirements
- B. Products Description:
 - 1. Silicone Sealant (Type S): ASTM C 920, Grade NS, Class 25. Use single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non sagging type; color as selected or match adjacent finish materials. Acceptable Manufacturers:
 - a. Dow Corning Product: 795
 - b. GE Product: Silpruf
 - c. Pecora Corporation Product: 860 / 863 / 864
 - d. Tremco Product: Spectrem 2
 - e. Architect approved equivalent product.
 - 2. Polyurethane Sealant (Type S): ASTM C 920, Grade NS, Class 35. Use single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non sagging type; color as selected or match adjacent finish materials. Acceptable Manufacturers:
 - a. Sika Product: Sikaflex-1a
 - b. Sonneborn Product: Sonolastic NP 1
 - c. Architect approved equivalent product.

3. Silyl-terminated Polyether (Ethicone) Sealant (Type S): ASTM C 920, Grade NS, Class 50. Use single component, moisture curing, solvent free, non-staining, non-bleeding, capable of continuous water immersion, non-sagging type; color as selected or match adjacent finish materials. Acceptable Manufacturers:
 - a. BASF /Sonneborn Product: MasterSeal NP-150
 - b. Carlisle Syntec Product: Universal Single-ply Sealant
 - c. ChemLink Product: M-1 Structural Sealant
 - d. Architect approved equivalent product.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Backer Rod of extruded polyolefin foam made of non-absorbing outer skin and a highly resilient interior network of open and closed cells which will not out-gas when ruptured. Oversize backer rod 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate surfaces and joint openings are ready to receive work.
- C. Verify joint backing and release tapes are compatible with sealant.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.
- D. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193 and manufacturer's instructions.
- B. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2: 1.
 - 2. Neck dimension no greater than 1/2 of joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave. channel shaped. as detailed.

3.4 CLEANING

- A. Section 01700 - Closeout Requirements: Final cleaning.
- B. Clean adjacent soiled surfaces.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01700 - Closeout Requirements: Protecting installed construction.
- B. Protect sealants until cured.

3.6 SCHEDULE (JOINT TYPES)

- | | | | |
|----|-------------------------|----------------------------|----------------------|
| A. | Metal to Metal | Type: Silicone or Ethicone | Color to match metal |
| B. | Metal to CMU/Stucco | Type: Urethane or Ethicone | Color to match metal |
| C. | CMU / Stucco joints | Type: Urethane or Ethicone | Color to match paint |
| D. | Any joint to be painted | Type: Urethane or Ethicone | Color to match paint |

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of a one part polysiloxane over epoxy primer coating system for use over existing metal roof and wall panels to remain and metal flashing fabrications / accessories used in conjunction with the pre-finished metal roof system.

1.2 RELATED SECTIONS

- A. Section 07410 – Standing Seam Metal Roofing and Wall Panels.
- B. Section 07620 - Sheet Metal Flashing and Trim.
- C. Section 09900 – Minor Painting.

1.3 REFERENCES

- A. ASTM D 16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- C. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

1.4 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this Section.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: For each paint system indicated, including:
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Preparation instructions and recommendations.
 - 3. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material and MSDS data sheets.
 - 4. Inform Owner of any safety or odor concerns associated with these products which may affect normal school operations and/or activities.

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- C. Samples: Submit three samples, 6 x 18 inch in size illustrating selected colors for each color selected.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with a minimum of five (5) years experience.
- B. Applicator: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance with a minimum of three (3) years documented experience.

1.7 FIELD SAMPLES

- A. Provide field sample of coating under provisions of Division 01.
- B. Provide field sample panel, fascia edge metal, illustrating special coating color, texture, and finish.
- C. Locate where directed.
- D. Accepted sample may remain as part of the Work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver to site, store, protect and handle products under provisions of Division 01.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store coating materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.9 PROJECT CONDITIONS

- A. Existing Conditions
 - 1. The Bidder shall verify existing conditions prior to Bidding.

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2. Conflicts and problems shall be reported to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
3. Replace or restore to original condition any materials or work damaged during construction.
4. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas.
5. Failure to install the work in strict accordance with provisions of this Section, is subject to total rejection of work specified herein.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the coating product manufacturer.
- B. Do not apply exterior coatings during rain or when relative humidity is outside the humidity ranges required by the coating product manufacturer.
- C. Minimum Application Temperatures for Coatings:
 1. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
 2. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).
 3. Do not apply paint in snow, rain, fog, or mist: or when relative humidity exceeds 85 percent: or at temperatures less than 5 deg F (3 deg C) above the dew point: or to damp or wet surfaces.
 4. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.11 EXTRA MATERIALS

- A. Provide 1 gallon of each color and type to Owner. Label each container with color, type, texture, locations, in addition to the manufacturer's label.

1.12 WARRANTY

- A. Provide manufacturer's 7 year product warranty against product failure, including both material and labor.
- B. Applicator to provide a 2 year warranty to the Owner against problems due to preparation and/or application methods.

PART 2 PRODUCTS

HIGH PERFORMANCE COATING SYSTEM

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2.1 MANUFACTURERS

- A. Manufacturers - Coating
 - 1. Basis of Design: PPG Paints as manufactured by PPG Architectural Finishes, Inc.
 - 2. Architect approved equivalent coating system.

2.2 MATERIALS -GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that meet the applicable local, state, or federal VOC requirements.
- C. Color: To be selected by Owner, design intent is to either match or compliment the new prefinished metal roof panels being installed elsewhere on this facility.

2.3 HIGH PERFORMANCE COATING SYSTEM

- A. First Coat Primer: PPG Paints. Amerlock 600 High Build Epoxy Coating, Semi-Gloss, AK600-3 Series. Applied Dry Film Thickness: 5.0 mils minimum.
 - 1. Utilize specialty primers for specific conditions as directed by the manufacturer's technical representative - some field testing may be necessary for product selection.
- B. Intermediate Coat: PPG Paints. Amerlock 600 High Build Semi-Gloss Epoxy Coating, AK600-3 Series. Applied Dry Film Thickness: 5.0 mils minimum.
- C. Finish Top Coat: PPG Paints. PSX 700 Polysiloxane, Gloss, PX7003 Series. Applied Dry Film Thickness: 3.0 mils minimum, (gloss level 6 and 7).
- D. Accessory Materials:
 - 1. PPG Amercoat Prep 88, solvent wipes.
 - 2. PPG Rapid Coat Epoxy Mastic Coating # 95-245.
 - 3. Any other products required by the coating manufacturer based on project conditions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 01.

- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
 - 2. If a potential incompatibility of primers applied by others exists, obtain the following from the primer Applicator before proceeding:
 - a. Confirmation of primer's suitability for expected service conditions.
 - b. Confirmation of primer's ability to be top coated with materials specified.
- D. Test shop applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Pressure wash the surfaces to be coated using PPG Amercoat Prep 88 to meet the SSPC-SP-1 Cleanliness Standard; remove any contamination that may be present.
 - 2. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime substrate.
 - 2. Ferrous Metal Substrates: Clean ungalvanized ferrous-metal surfaces that have not been shop coated: remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations.
 - a. Blast -clean steel surfaces as recommended by coating manufacturer and according to SSPC-SP 10.

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- b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, solvent clean, and touch up with same primer as the shop coat.
- D. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.
 - 1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
 - 2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
 - 3. Use only the type of thinners approved by manufacturer and only within recommended limits.
 - 4. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. General Requirements: Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques best suited for the material being applied.
 - 2. Do not apply high-performance coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.
 - 3. Coating surface treatments, and finishes are indicated in the coating system descriptions.
 - 4. Provide finish coats compatible with primers used.
 - 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
- C. Application Requirements: Apply coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions for optimum performance of this coating.
 - 1. The number of coats and film thickness required is the same regardless of application method.
 - 2. After the appropriate preparation, apply one full coat of PPG Amerlock 600 primer to achieve a minimum of 5.0 mils dry film thickness.

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3. After the appropriate recoat time and within the recoat window, apply one full coat of PPG Amerlock 600 to achieve a minimum of 5.0 mils dry film thickness.
After the appropriate recoat time and within the recoat window, apply one full coat of PPG PSX 700 Polysiloxane to achieve a minimum of 3.0 mils dry film thickness.
 4. Total System minimum dry film thickness (DFT): 13.0 mils.
- D. Application can be made via brush, roller or airless spray application; spray application is preferred when feasible. If roller application is chosen as the method of application, use shed-resistant rollers, such as the Porter Pro Supreme roller covers. If airless spray application is used as the method of application, extreme care should be used to protect all surfaces from overspray.

3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under the provisions of Division 01.
- B. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. Clean work under provisions of Division 01.
- B. After completing painting, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.
- C. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing, or replacing, and repainting, as approved by Architect.

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- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- C. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation and field application of paints for use in touching up existing surfaces and materials damaged during the work of this contract.
 - 2. See Section 09885 for painting of metal flashing fabrications used in conjunction with the pre-finished metal roof system.
- B. Related Sections:
 - 1. Section 06100 – Miscellaneous Rough Carpentry
 - 2. Section 07620 – Sheet Metal Flashing and Trim
 - 3. Section 09885 – Acrylic Polyurethane Industrial Enamel

1.2 REFERENCES

- A. ASTM D 16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products
- B. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual
- C. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual

1.3 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this Section.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01
- B. Product Data: Provide data on all finishing products.
- C. Samples: Submit manufacturer's color chart illustrating range of colors available for each surface finishing product scheduled
- D. Manufacturer's Installation Instructions: Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years experience.
- B. Applicator: Company specializing in performing the work of this section with minimum 3 years documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to code for flame and smoke rating requirements for finishes.

1.7 MOCK-UP (FIELD SAMPLES)

- A. Provide field sample of paint under provisions of Division 01.
- B. Provide field sample panel, fascia edge metal, illustrating special coating color, texture, and finish. Locate where directed.
- C. Accepted samples may remain as part of the Work.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver to site, store, protect and handle products under provisions of Division 01.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.9 PROJECT CONDITIONS

- A. Existing Conditions
 - 1. The Bidder shall verify existing conditions prior to Bidding.
 - 2. Conflicts and problems shall be reported to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 - 3. Replace or restore to original condition any materials or work damaged during construction.
 - 4. Surfaces not designated to receive the system shall be properly masked or otherwise protected against accidental spillage or application of the material to those areas.
 - 5. Failure to install the work in strict accordance with provisions of this Section, is subject to total rejection of work specified herein.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

- B. Do not apply exterior coatings during rain or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for paints and coatings: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

1.11 EXTRA MATERIALS

- A. Provide 1 gallon of each color and type to Owner.
- B. Label each container with color, type, texture, locations, in addition to the manufacturer's label.

PART 2 PRODUCTS

2.1 PAINTING PRODUCTS

- A. Manufacturers: Paints
 - 1. Benjamin Moore
 - 2. Devoe and Reynolds
 - 3. Duron Inc.
 - 4. The Glidden Co.
 - 5. MAB Paints
 - 6. PPG Industries
 - 7. Porter Paint
 - 8. Pratt & Lambert
 - 9. Sherwin-Williams
- B. Manufacturers: Primers
 - 1. Manufacturer's specified primer for use with metals, stucco, wood and other building materials.
- C. Manufacturers: Rust Treatment Products:
 - 1. Skybrite Company – "Ospho" Rust Inhibitive Coating
 - 2. Orison Marketing, L.L.C – "Evapo-Rust" Rust Remover
 - 3. Substitutions are permitted upon approval
- D. Substitutions: Under provisions of Section Division 01.

2.2 MATERIAL REQUIREMENTS

- A. Paint and Coatings: Ready mixed, lead free, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.

- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.3 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 01.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Correct defects and clean surfaces which affect work of this section.
- C. Seal marks or stains with shellac which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Stainless Steel Surfaces: Remove foreign matter. Brush with stiff fiber brushes using appropriate cleaning solutions followed by rinsing with fresh water. Remove dirt, dust and other contaminants from the surface prior to paint application by means of brushing, blow off with clean, dry air, or vacuum cleaning.
- F. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints are cleaned. Prime and paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.

- H. Rust Treatment of Sheet Steel Surfaces (Metal Decking): Sand and scrape to remove grease, scale, dirt and rust. Prepare surface as required by rust treatment manufacturer. Apply treatment to surfaces. Let stand overnight. Apply paint system.
- I. Plaster/Stucco Surfaces: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- J. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defect areas after repair.
- K. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- L. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- M. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior paintable caulking compound after prime coat has been applied.
- N. Wood Doors Scheduled for Painting: Seal wood door top and bottom edge surfaces with clear or tinted sealer.
- O. Metal Doors Scheduled for Painting: Prime metal door top and bottom edge surfaces.

3.3 EXTENT OF WORK

- A. Small areas requiring paint and coating application shall extend over entire plane of adjacent surface areas. Verify extent with Architect and Owner prior to bidding.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish. Apply each coat slightly darker than preceding coat unless otherwise approved.
- D. Allow each coat to dry before applying next coat. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.

3.5 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Division 01.

3.6 CLEANING

- A. Clean work under provisions of Division 01.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.7 SCHEDULES

- A. Steel – Stainless: (Water Based – Acrylic System)
 - 1. One coat primer
 - 2. Two coats high performance acrylic , semi-gloss
- B. Exterior Masonry Scupper In-Fill
 - 1. One coat of masonry primer.
 - 2. Two coats of acrylic masonry paint. Color to match existing wall
- C. Exterior Plaster (Stucco):
 - 1. One coat of masonry primer.
 - 2. Two coats of acrylic masonry paint. Color to match existing wall.
- D. Exterior Metal finishes:
 - 1. One coat of metal primer.
 - 2. Two coats of a acrylic metal paint. Color to match existing parapet wall counterflashing.
- E. Wood - Painted (Opaque)
 - 1. One coat of latex primer sealer.
 - 2. Two coats of latex enamel. Sheen to match existing.
- F. Steel – Unprimed:
 - 1. One coat of alkyd primer
 - 2. Two coats of alkyd enamel, gloss or semi-gloss to match existing.
- G. Steel - Shop Primed
 - 1. Touch-up with zinc chromate primer.
 - 2. Two coats of alkyd enamel, gloss or semi-gloss to match existing.
- H. Rust Treatment to Metal Surfaces
 - 1. Apply 1-2 coats of treatment (according to severity of rust)
 - 2. Let stand overnight. Apply paint system

END OF SECTION

BASIC MECHANICAL REQUIREMENTS

SECTION 15000

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Basic Mechanical Requirements specifically applicable to Division 15 Sections, in addition to Division 01 - General Requirements
 - 2. Performance Data Log Sheets for existing roof top mounted exhaust fans and air conditioning equipment.

1.2 DESCRIPTION OF WORK

- A. The extent and location of work is described by provisions of this section and includes the following
 - 1. Removal and reinstallation of roof top equipment.
 - 2. Removal of all cables, conduits, pipes, fixtures, and such items related to this trade as governed and required by the specified roof installation; raising of curbs and supports; reinstallation and re-connection of all said equipment.

1.3 WORK SEQUENCE

- A. Install work in stages to accommodate Owner's occupancy requirements during the construction period coordinate mechanical schedule and operations with Owner and Architect.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- C. Mark dimensions and values in units to match those specified.

1.5 REGULATORY REQUIREMENTS

- A. Conform to the current Florida Building, Mechanical and Plumbing Codes.
- B. All mechanical work shall be performed by a Florida licensed mechanical contractor. All plumbing work shall be performed by a Florida licensed plumbing contractor.
- C. Install all work in accordance with the latest edition of all applicable regulations and governing building codes.

1.6 PROJECT/SITE CONDITIONS

- A. Existing Conditions:
 - 1. This project involves mechanical work on existing building(s). Verify existing conditions and other visible conditions prior to bidding.
 - 2. Report conflicts and problems to the Architect prior to bidding for resolution. Failure to report these conflicts and problems places the responsibility on the Prime Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 - 3. Failure to install the work in strict accordance with provisions of this Section is subject to total rejection of work specified herein.
- B. Utility Services:
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- C. Install Work in locations shown on Drawings, unless prevented by Project conditions.

1.7 SEQUENCING AND SCHEDULING

- A. Construct Work in sequence under provisions of Section 01010.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 ROOF-TOP EQUIPMENT PROCEDURE

- A. Operate mechanical equipment in the presence of representatives of the Contractor and representatives of the Owner prior to any demolition, or prior to disconnecting any mechanical equipment or wiring in order to establish that all these systems are in proper working order at the start of the project. This would establish the degree of responsibility that this Contractor will have when he is required to place these mechanical/electrical systems back in working order at the end of the project.
- B. Removal:
 - 1. Prior to disconnection of any mechanical equipment, prepare a performance log (attached at end of this Section) for each item of equipment. Submit log sheet with any comments as to existing problems to the Architect or Architect's representative.
 - 2. Temporarily remove existing roof top equipment as required to perform work. Use all means necessary to protect equipment during removal.
 - 3. Store equipment in a secure place for reinstallation.

BASIC MECHANICAL REQUIREMENTS
SECTION 15000

- C. Reinstallation
 - 1. Reinstall mechanical equipment in accordance with the manufacturer's instructions.
 - 2. Reconnect electrical and control wiring to equipment and comply with equipment manufacturer's instructions.
 - 3. Reinstallation and reconnection of equipment shall comply with governing mechanical codes.
 - 4. Start up equipment after reinstallation. Prepare performance log for each unit at start-up and submit to the Architect.

- D. Coordination with Roofing
 - 1. Cables, conduits, pipes, fixtures, and such related items shall not be in direct contact with roof membrane, roofing sheet metal, and related roofing accessory items, except as shown on drawings and as specified.

END OF SECTION

BASIC MECHANICAL REQUIREMENTS
SECTION 15000

PERFORMANCE LOG DATA SHEET: EXHAUST FAN

Date: _____ Time: _____

Project: _____

Prime Contractor: _____

Mechanical Subcontractor: _____

Exhaust Fan: _____

Equipment Manufacturer: _____

Model Number: _____

Serial Number: _____

Location: _____

Rated Voltage: _____

Fan Motor Amperage Actual: _____

Fan R.P.M.: _____

General Description of physical appearance of the unit and associated duct work:

BASIC MECHANICAL REQUIREMENTS
SECTION 15000

PERFORMANCE LOG DATA SHEET: AIR CONDITIONING EQUIPMENT

Date: _____ Time: _____

Project: _____

Prime Contractor: _____

Mechanical Subcontractor: _____

Air Conditioning Equipment: _____

Equipment Manufacturer: _____

Model Number: _____

Serial Number: _____

Location: _____

Description of Control System: _____

Operating Voltage: _____

Fan Amperage: Rated _____ Actual: _____

Fan R.P.M.: Rated _____ Actual: _____

Compressor Amperage: Rated: _____ Actual: _____

Evaporator Motor Amperage: Rated: _____ Actual: _____

Pressure: Suction: _____ Oil: _____ Discharge: _____

Evap. Air Temp. F: Entering: _____ Leaving: _____

Coil Condition - Evaporation: _____

Coil Condition - Condenser: _____

General description and physical appearance of units: _____

BASIC ELECTRICAL REQUIREMENTS

SECTION 16010

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Basic Electrical Requirements specifically applicable to Division 16 Sections, in addition to Division 01 - General Requirements.

1.2 SCOPE OF WORK

- A. Electrical Contract work includes:
 - 1. Disconnection and reconnection of roof top equipment.
 - 2. Removal of all abandoned cables, conduits, pipes, fixtures, and such items related to this trade as governed and required by the specified roof installation
 - 3. Raising of curbs and supports.
 - 4. Extension of branch circuit and equipment connections due to the raising of curbs and supports.
 - 5. Reinstallation and reconnection of all said equipment to be retained.
 - 6. Relocation of roof top cables and conduit to below deck and/or to within curbs.

1.3 WORK SEQUENCE

- A. Install work to accommodate Owner's occupancy requirements during the construction period. Coordinate electrical schedule and operations with Owner and Architect/Engineer and other Trades.

1.4 REFERENCES

- A. ANSI / NFPA 70 - National Electrical Code

1.5 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. Electrical work to be done by a licensed electrical contractor. The electrical supervisor shall be present while work is being performed.
- C. Submit shop drawings and product data grouped to include complete submittals of related systems, products and accessories in a single submittal.
- D. Mark dimensions and values in units to match those specified.

1.6 REGULATORY REQUIREMENTS

- A. Electrical: Conform to NFPA 70, National Electrical Code, (N.E.C.); Current Edition.
- B. Life Safety: NFPA 101 Life Safety Code; Current Edition.

BASIC ELECTRICAL REQUIREMENTS

SECTION 16010

- C. Electrical work to be done by a licensed electrical contractor. The electrical supervisor shall be present while work is being performed.
- D. Install all work in accordance with the latest edition of all applicable regulations and governing building codes.

1.7 PROJECT CONDITIONS

- A. Existing Conditions
 - 1. Verify existing conditions, such as soundness of perimeter conditions, and varying deck and wall thickness for length of anchoring surfaces required and other visible conditions prior to bidding. Nailer height indicated on the details may vary from actual requirements; coordinate nailer height with lightweight concrete supplier prior to bidding.
 - 2. Report conflicts or problems to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 - 3. Replace or restore to original condition any materials or work damaged during construction.
- B. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- C. All dimensions indicated on the drawings are based on project record drawings and field measurements. Make necessary reasonable adjustments to quantities in field in order to provide a complete project.
- D. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission of Owner and Architect/Engineer before proceeding.

1.8 SEQUENCING AND SCHEDULING

- A. Construct Work in sequence under provisions of Division 01.
- B. Coordinate all work with Roofing Contractor.
- C. Notify Owner, in writing, at least 48 hours in advance of any service interruptions

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS THAT WORK BE COMPLETE

- A. Provide same products or type of construction as that in existing equipment.
 - 1. Generally, Contract Documents do not define products or standards of workmanship present in existing installation. The Contractor shall determine products by inspection/testing and workmanship by use of the existing as a sample for comparison.
- B. Presence of a product, finish, or type of equipment requires that reinstallation shall be performed as necessary to make work complete and consistent with identical standards of quality of existing product.

2.2 Anchors and Fasteners:

- 1. Use anchors and fasteners of a type designed for use intended in the base material to which the material or support is to be attached.
- 2. The anchor or fastener shall be capable of supporting the intended load and withstanding any associated stresses and vibrations.
- 3. Do not use wooden plugs for fastening.

PART 3 EXECUTION

3.1 INSPECTION AND PREPARATION

- A. Inspection:
 - 1. Examine conditions under which electrical work is to be performed and notify Prime Contractor and Architect in writing of unsatisfactory conditions.
 - 2. Do not proceed with electrical work until unsatisfactory conditions have been corrected.
 - 3. All electrical equipment and systems should be operated in the presence of representatives of the Contractor and representatives of the Owner prior to any demolition, or prior to disconnecting any electrical wiring in order to establish that all these systems are in proper working order at the start of the project.
 - 4. This will establish the degree of responsibility that this Contractor will have when he is required to place these electrical systems back in working order at the end of the project.
- B. Disconnection:
 - 1. List and disconnect existing roof top conduits as may be shown on the drawings.
 - a. Prior to disconnection of any electrical system, prepare a checklist of existing system conditions.
 - b. Submit the checklist with any comments to the Architect.

BASIC ELECTRICAL REQUIREMENTS

SECTION 16010

3.2 INSTALLATION

A. General:

1. Use good workmanship in the installation of all electrical materials and equipment.
2. Install equipment level, plumb and true with the structure and other equipment.
3. Firmly secure all materials in place.
4. Materials embedded in concrete or masonry or other parts of the structure are considered sufficiently supported.
5. Use hardware and accessory fittings of a type designed, intended and appropriate for the use and complement the items with which they are used.

B. Relocation of power supply wiring:

1. Unless otherwise noted all power supply wiring to existing and new roof top equipment shall be fed from below the roof deck up through the supporting curb.
2. Existing conduit roof penetrations shall be removed and properly infilled by roofing contractor.

C. Wiring Methods:

1. Install all wiring in conduit or approved raceways unless otherwise indicated.
2. Firmly and securely fasten conduits to or support from the building or structural member. Use changes and supports that are standard catalog items of a type compatible with the suitable for the intended use. Twisted wire hangers and supports are not acceptable.
3. Do not pull conductors into conduits until all work which may cause damage to the wires is completed. Install wire and cables so as not to damage the insulation or cable sheath. Pull all conductors to be installed in a raceway together.
4. Keep conductor splices to a minimum. Provide splices and taps with at least the equivalent mechanical strength and insulation as the conductors. Provide splice and tap devices of the proper size and type for the use and compatible with the conductor material.

D. Reconnection:

1. Reconnect electrical systems as specified above, and test for proper operation.
2. Reinstallation and reconnection of equipment and systems shall comply with governing electrical codes.
3. Prepare a checklist of system conditions after reconnections.
4. Submit the checklist with any comments to the Architect.

E. Electrical conduits, pipes, wires, cables, fixtures, and such related items shall not be in contact with roof membrane, roofing sheet metal, and related roofing accessory items, except as shown on drawings and as specified.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removal of existing air terminals and interconnecting conductors.
 - 2. Reinstallation of air terminals and interconnecting conductors.
 - 3. Modifications to lightning protection system required by roof details.
 - 4. Grounding and bonding for lightning protection.
 - 5. Re-certification of the lightning protection system upon completion.
- B. Related Sections:
 - 1. Section 07410 – Standing Seam Metal Roofing
 - 2. Section 07620 – Sheet Metal Flashing and Trim
 - 3. Section 15000 – Basic Mechanical Equipment Requirements
 - 4. Section 16010 – Basic Electrical Requirements

1.2 REFERENCES

- A. Lightning Protection Institute
 - 1. LPI-175 - Lightning Protection Installation Standard.
 - 2. LPI-176 - Lightning Protection System Material and Components Standard.
 - 3. LPI-177 - Inspection Guide for LPI Certified Systems.
- B. National Fire Protection Association
 - 1. NFPA 780 – Standard for the Installation of Lightning Protection Systems.
- C. Underwriters Laboratories
 - 1. UL 96 - Lightning Protection Components
 - 2. UL 96A - Installation Requirements for Lightning Protection Systems.

1.3 SYSTEM DESCRIPTION (SCOPE)

- A. The existing roof top lightning protection system (conductors, air terminals, fasteners, clips, etc) located on roof areas within the scope of this project is to be removed and new system installed. Existing undamaged and non-deteriorated conductors and air terminals may be re-used in the new system being installed. All other accessories required for proper installation and functioning of a completed system shall be new. The existing down leads and grounding systems if undamaged and in usable condition are to remain.
- B. The new roof top system shall be compatible with existing building system and comply with current NFPA and UL requirements and LPI standards.
- C. Work shall be accomplished by a certified lightning protection contractor as required by article 1.8 of this Section.

- D. Upon completion of the roofing and flashing replacement, obtain the services of Underwriters Laboratories, Inc. to provide an inspection and a new "Master Label" for the lightning protection system in accordance with UL 96A. If obtaining a "Master Label" would require modification of building components and/or systems outside of the scope of work of this project, then a "Letter of Findings" is to be provided
- E. Preparation of the new roof membrane surface to receive the lightning protection system shall be the responsibility of the roofing contractor.
- F. Installation of the new roof top lightning protection system and connection to the existing down lead system shall not affect the roof system warranty in any way.
- G. It will be the responsibility of the roofing contractor to coordinate and schedule the lightning protection work under this section.

1.4 SUBMITTALS

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate layout of air terminals, grounding electrodes, and bonding connections to structure and other metal objects on rooftop. Include terminal, electrode, and conductor sizes, and connection and termination details.
- C. Product Data: Provide dimensions and materials of each component, and include indication of listing in accordance with UL 96.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.5 PROJECT CLOSEOUT SUBMITTALS

- A. Section 01700 - Contract Closeout.
- B. Record actual locations of air terminals, grounding electrodes, bonding connections, and routing of system conductors in project record documents.
- C. Submit 'Letter of Findings' or UL Master Label from Underwriters' Laboratories indicating approval of the lightning protection system.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NFPA 780.
- B. Perform Work in accordance with UL 96A.
- C. Perform Work in accordance with LPI-175 and provide LPI Certification.

- D. The contractor shall furnish a UL Master Label or Letter of Findings upon completion of the installation.
- E. Work shall be performed under the supervision of an LPI Certified Master Installer, and an LPI System Certification shall be delivered upon completion of the installation.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in lightning protection equipment with minimum three years documented experience.
- B. Installer: Authorized installer of manufacturer with minimum three years documented experience. The installing contractor company shall be listed with the Lightning Protection Institute, and Underwriters' Laboratories, Inc. The installation contractor shall have personnel on staff Certified by the LPI as a Master Installer or Master Installer – Designer of lightning protection systems. LPI qualified staff shall provide supervision of the installation to ensure conformance to the Standards.

1.8 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Verify existing conditions, such as soundness of perimeter conditions, and varying deck and wall thickness for length of anchoring surfaces required and other visible conditions prior to bidding.
 - 2. Report conflicts or problems to the Architect for resolution prior to Bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the work in accordance with the Documents at no additional cost to the Owner.
 - 3. Replace or restore to original condition any materials or work damaged during construction.

1.9 REGULATORY REQUIREMENTS

- A. Product Listing: UL 96 and LPI-176.

1.10 PRE-INSTALLATION CONFERENCE

- A. Section 01039 – Administrative Requirements (Coordination and Meetings): Pre-Construction meeting.
- B. Convene one week prior to commencing work of this section.

1.11 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

1.12 COORDINATION

- A. Section 01039 - Administrative Requirements (Coordination and Meetings). Coordinate work with roofing installations.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials used in the installation shall be new and shall comply in weight, size and composition as required by UL 96A and NFPA 780 and shall be labeled or listed by Underwriters Laboratories Inc. for use in lightning protection systems. The system furnished under this specification shall be the standard product of a manufacturer regularly engaged in the production of lightning protection equipment. The manufacturer shall be listed by UL as a recognized manufacturer of lightning protection components.
- B. Manufacturers:
 - 1. East Coast Lightning Equipment, Inc.
 - 2. ERICO International Corporation (lightning protection equipment)
 - 3. Harger Lightning Protection, Inc.
 - 4. Heary Brothers Lightning Protection, Inc.
 - 5. Robbins Lightning, Inc.
 - 6. Thompson Lightning Protection, Inc.
 - 7. Section 01600 – Product Requirements: Product options and substitutions. Substitutions permitted per Division 01.

2.2 COMPONENTS

- A. Class I materials shall be used on structures that do not exceed 75 feet in height and Class II materials shall be used on structures that are 75 feet or higher above average grade.
- B. Copper materials shall not be mounted on aluminum surfaces including Galvalume, galvanized steel and zinc; this includes those materials that have been painted.
- C. Aluminum materials shall not come into contact with earth or where rapid deterioration is possible. Aluminum materials shall not come into contact with copper surfaces.
- D. Air Terminals: Air terminals shall be 1/2" by 12" for Class 1 installations and 5/8" by 12" for Class 2 installations solid aluminum (matching existing) and shall extend at least 10 inches above the object to be protected. All air terminal bases shall be cast aluminum. The air terminals shall be spaced so as not to exceed 20' apart around the outside perimeter of the roof or the ridge and not over 50' apart through the center of flat roof areas.

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- E. The air terminals in the center roof area shall be 5/8" by 24" solid aluminum. All "field" air terminal bases shall be of the "non-penetrating" adhesive type. Perimeter coping air terminal bases shall be mechanically attached as indicated by project details.
- F. Grounding Rods: Solid Copper
- G. Ground Plate: Copper
- H. Conductors: Aluminum (match existing).
- I. Cable Straps: One or two hole straps as appropriate. Attachment to metal roofing and associated flashing is permitted only as indicated by project details. Avoid any penetration of the metal roofing and flashing in the field of the system.
- J. Cable Connections and Splices: Bolted pressure clamp type shall be used. Crimp type connections shall not be used. All connectors to be compatible with aluminum conductor cables.
- K. Anchor Plates and Holders for Conductor Cable: Non-penetrating aluminum with adhesive bases for flashing and roof- top installations. May be (1) bolted pressure clamp type or (2) crimp type similar to details shown.
- L. Sealant: Silicone sealant per section 07900, which is compatible with the pre-finished metal roofing system being installed.
- M. Epoxy adhesive shall be used to adhere lightning protection components to metal roofing and flashing fabrications in lieu of sealants (such as M-1 and similar products) as noted by the project details. Utilize a 2 component methacrylate adhesive system, approved products are:
 - 1. SciGrip SG300 series adhesive as manufactured by SCIGRIP Americas, 600 Ellis Road, Durham, NC 27703. Contact: (887) 477-4583, (www.scigrip.com).
 - 2. Weld-on SS300 series adhesive as manufactured by IPS Structural Adhesives, Inc., 600 Ellis Road, Durham, NC 27703. Contact: (887) 477-4583, (www.ipscorp.com).
 - 3. Partite 7300 or 7400 series adhesive as manufactured by Parson Adhesives, Inc., 3345 Auburn Road, Suite 107, Rochester Hills, MI 48309. Contact: (248) 299-5585, (www.parsonadhesives.com).
 - 4. The above products have been represented locally by North American Composites, 3715 North Frontage Road, Lakeland, FL 33810. Contact: (800) 241-5817. (www.nacomposites.com).
 - 5. Architect approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with NFPA 780, UL 96A, and LPI-175.
- B. Connect conductors using mechanical connectors and/or an exothermic welding process. Protect adjacent construction elements and finishes from damage.
- C. Bond exterior metal bodies on building to lightning protection system and provide intermediate level interconnection loops 60 feet (18 m) on center.
- D. During installation, no penetration is permitted of the metal roofing system and/or flashing components by mechanical fasteners unless specifically detailed within the project documents; epoxy adhesive attachment of the base and anchor plates is required otherwise.
- E. Where any part of the protection system is exposed to mechanical injury, it shall be protected by a nonconductive material. If metal pipe or tubing is used for protecting conductors, the conductor shall be electrically connected to the pipe or tubing at both ends. Conceal down conductors in PVC (Schedule 40) conduit.
- F. Where necessary, connect copper equipment to aluminum surfaces using UL recognized bimetal transition fittings. Lead coating is not acceptable as a bimetal transition fitting.
- G. Roof Conductors: A perimeter cable shall be installed around the entire main roof areas, and all penthouses. Each perimeter cable shall be connected to at least (2) down leads, providing a two-way path to ground for each air terminal. All center roof air terminals shall be interconnected with conductors to the outside perimeter cable. Conductors on the flat roof areas may be run exposed. Ground connections shall be made around the perimeter of each roof and to the main down conductor at a maximum distance of 100'-0" on center.
- H. Down Conductors: Existing shall be used where properly tested and approved for UL labeling. New down conductors, if required, shall be concealed and installed in 1" PVC (Schedule 40) conduit. Each perimeter roof cable shall be connected to at least two down leads. The average distance between down leads shall not exceed 100' from upper roof to lower roof, or from roof to ground terminals. Irregularly shaped structures may require extra down conductors to provide a two-way path to ground from each air terminal.
- I. Interconnection of Metals: All metal bodies within 6' of the conductor shall be bonded to the system with proper fittings and conductor. Connections between dissimilar metals shall be made with UL recognized bimetallic connections.
 - 1. Bonding of all metallic objects and systems at roof levels and elsewhere on the structure shall be complete. Primary bonds for metal bodies of conductance

shall be bonded with appropriate fittings and full-size conductor; and shall consist of, but not limited to the following: Roof exhaust fans, HVAC units with related piping ductwork, exhaust vents and any other roof piping systems, cooling towers, and rail systems, window washing tracks, antenna mast for TV, radio or microwave, flag poles, roof handrails and/or decorative screens, roof ladders, skylights, metal plumbing stacks, etc. Exterior architectural metal fascia and/or curtain walls or mullions, which extend the full height of the structure shall also be bonded, if not inherently bonded thru the building frame.

2. Metal bodies of inductance located within 6' of a conductor or object with secondary bonds, shall be bonded with secondary cable and fittings. Typical of these are: roof flashings, parapet coping caps, gravel guards, isolated metal building panels or siding, roof drains, down spouts, roof insulation vents and any other sizeable miscellaneous metals, etc.
- J. Concealed Conductors: All concealed conductors shall be installed in 1" PVC (Schedule 40) Conduit.
- K. Fasteners: Conductor fasteners shall be UL recognized adhesive type of non-corrosive metal, have ample strength to support conductors and shall be spaced not to exceed 3'-0" centers.
- L. Roof Penetration: Utilize existing thru-roof conductor down leads, but install new thru-structure assemblies as detailed within the project documents, the lightning protection installer shall furnish the "approved" thru-structure assemblies for installation by the roofing contractor. All work related to the installation and sealing of the thru-structure assemblies shall be furnished by the roofing contractor.
- M. Grounding: The system shall be connected to the existing grounding terminals located at the base of the structure. Where ground terminations do not exist, the contractor is to provide. Ground connections shall be made around the perimeter of the structure and in no case shall average over 100'-0" apart. Ground terminals shall be 5/8" in diameter and shall be driven to a minimum depth of 32'-0". One ground shall have connection to the water system where the water supply enters the building. In case of rock ledge or other conditions making it impossible to comply with the above, trenching or a copper ground plate will be permitted; providing it will meet UL requirements.
- N. Common Grounding: Provide necessary common grounds between the lightning protection system and the electric and telephone service entrance cables, TV and radio antenna grounds.
- O. Coordination of Lightning Protection Work and Re-roofing Work: Provide removal of existing rooftop system and installation of new rooftop system as required to perform roof replacement work. Provide temporary connections required to maintain existing lightning protection affected by new construction. Permanently bond together any existing systems to new system.

3.2 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Field inspection, testing, and adjusting.
- B. Upon completion of equipment installation, obtain the services of Underwriters Laboratories, Inc. to provide an inspection and a new "Master Label" for the lightning protection system in accordance with UL 96A. If obtaining a "Master Label" would require modification of building components and/or systems outside of the scope of work of this project, then a "Letter of Findings" is to be provided.
- C. Perform inspection and testing in accordance with LPI-177.

3.3 PROJECT COMPLETION AND CLOSEOUT

- A. Provide to Owner three (3) copies of the As-built Drawings.
- B. Attach Master Label to the building as directed by the Owner, or provide a UL "Letter of Findings" at the completion of the system installation.

END OF SECTION