



Project Manual

**REPAIR WALL FLASHINGS BLDG. 8
PROJECT NO. 2548126**

**PINE RIDGE HIGH SCHOOL
926 HOWLAND BLVD.
DELTONA, FL 32738**

CONSTRUCTION DOCUMENTS

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

ARCHITECT

**Gale Associates \South\, Inc.
217 N Westmonte Drive, Suite 3033
Altamonte Springs, FL 32714
(407) 599-7031**

DATE: 10/22/2024

REVISED:



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Project Name: REPAIR WALL FLASHINGS BLDG. 8
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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: PINE RIDGE HIGH SCHOOL
Project Name: REPAIR WALL FLASHINGS BUILDING 8
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(Insert remainder of specification sections below to complete the table of contents.)

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SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

Facility Name: PINE RIDGE HIGH SCHOOL
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Complete Index of Drawings information including division headings, page numbers and page titles below:

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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) Pine Ridge High School, (Project Name) Repair Wall Flashings Bldg. 8, VCS Project Number 2548126, will be received by the School Board of Volusia County Florida, until (date) January 22, 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) 9:00 AM at (location) Pine Ridge High School; 926 Howland Blvd., 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: PINE RIDGE HIGH SCHOOL
PROJECT NAME: REPAIR WALL FLASHINGS BLDG. 8
PROJECT NUMBER: 2548126
OWNER: THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
ARCHITECT: GALE ASSOCIATES \SOUTH\, INC.

BID DATE AND TIME: January 22, 2025 at 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 at 9:00 AM
LOCATION: Pine Ridge High School
926 Howland Blvd.
Deltona, FL 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 (100) consecutive calendar days after written "Notice to Proceed".

BID DOCUMENTS:

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

Gale Associates \South\, Inc.
217 N. Westmonte Drive, Suite 3033
Altamonte Springs, FL 32714

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 Gale Associates \South\, Inc. hereby submits the following bid / proposal:

Facility Name: PINE RIDGE HIGH SCHOOL
Project Name: REPAIR WALL FLASHINGS BLDG. 8
VCS Project No.: 2548126

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 - As described below.

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

ALTERNATE NO.1: Provide a deduct alternate for omitting the work associated with the replacement of the through-wall flashings on the south elevation of the Gymnasium, Building 8, as indicated on the drawings and as specified in Section 040120 – Maintenance of Unit Masonry. All other flashings and associated components shall remain part of the Base Bid scope of work.

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: For re-pointing and patching of more/less existing damaged or deteriorated concrete unit masonry mortar joints uncovered during work, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". Twenty (20) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.

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

☐ add / ☐ deduct _____

(\$_____) per _____.

UNIT PRICE B: For replacing more/less cracked or damaged (incidental) "split-face" concrete masonry (veneer) units uncovered during work, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". Thirty (30) each units (assuming 4" x 8" x 16" "full sized" units) to be carried in the Base Bid. Provide a unit price per each (EA) unit above and beyond the Base Bid amount.

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

☐ add / ☐ deduct _____
(\$ _____) per _____.

UNIT PRICE C: For installing or replacing more/less galvanized truss mesh reinforcement in mortar joints, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". One hundred twenty (120) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.

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

☐ add / ☐ deduct _____
(\$ _____) per _____.

UNIT PRICE D: For installing or replacing more/less masonry veneer wall ties, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". Twelve (12) ties to be carried in the Base Bid. Provide a unit price per each (EA) tie above and beyond the Base Bid amount.

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

☐ add / ☐ deduct _____
(\$ _____) per _____.

UNIT PRICE E: For replacing more/less sealant & backer rod joints, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 07, "Joint Sealants". Twenty (20) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) unit above and beyond the Base Bid amount.

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

☐ add / ☐ deduct _____
(\$ _____) per _____.

UNIT PRICE F: For replacing more/less pre-finished (Kynar) galvalume sheet metal roof-to-wall flashings to match existing components, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 07, "Flashing and Sheet Metal". One hundred (100) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.

If the owner elects to proceed with Unit Price F, 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 (100) 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: PINE RIDGE HIGH SCHOOL
Project Name: REPAIR WALL FLASHINGS BLDG. 8
VCS Project Number: 2548126

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.)

<u>TYPE OF WORK</u>	<u>SUBCONTRACTOR</u>
1. Concrete	_____
2. Structural Steel	_____
3. Masonry	_____
4. Roofing	_____
5. Windows	_____



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

Facility Name: PINE RIDGE HIGH SCHOOL
Project Name: REPAIR WALL FLASHINGS BLDG. 8
VCS Project No.: 2548126

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: PINE RIDGE HIGH SCHOOL
Project Name: REPAIR WALL FLASHING BLDG. 8
VCS Project No.: 2548126

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.)

[X] § 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.

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~ § 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:
 - .1 upload pertinent documents and files within the Procore software as established by the Owner; and

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- .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 written protocols governing the use of, and reliance on, the information contained in the model 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

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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.~~

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§ 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

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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 may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order of 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.

§ 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

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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.

§ 3.7.8 Use of Coercion for Labor and Services

§ 3.7.8.1 Section 787.06(13) F.S., requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Volusia County Florida is a governmental entity for purposes of this statute. Unless otherwise directed by the Owner, said affidavit shall be submitted as part of the Contractor's Pre-qualification via the School District's Purchasing Department.

§ 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.

§ 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.~~

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§ 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,

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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

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provided in the Contract 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, 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 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.

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§ 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.

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§ 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~~

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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 and Owner 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 and~~ Owner will perform an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and or the Owner'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 and Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is determined to be substantially complete, the Architect will prepare a Certificate of Substantial ~~Completion-Completion~~, utilizing the Owner's Procore platform, 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 of thirty (30) days within which the Contractor shall finish all items on the list accompanying the Certificate-list. 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.~~ Architect, as the Owner's representative, including all Project Consultants, shall prepare a single list of items (Punch List) to be completed by the Contractor. The Punch List shall include close out requirements, not limited to, Operations and Maintenance Manual, warranties, and as built drawings, contingent on Project completion, which will be submitted to the Contractor. The Contractor will assign a cost estimate for each item then submit the Punch List to the Architect and Owner for review and acceptance. Estimated costs to render the Project complete, satisfactory and acceptable are to be agreeable to the Contractor, Owner and Architect. The development and review of the Punch List shall be completed within 30 calendar days, or 45 calendar days by applicable law and mutual agreement of Contractor and Owner, of the substantial completion date and shall be issued by the Architect to the Contractor and Owner within five (5) days of acceptance by all parties. Within twenty (20) business days after the final Punch List is issued, the Owner must pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the Punch List items.

§ 9.8.6 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.

§ 9.8.7 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 the 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.~~ Section 9.8.2, 9.8.3, 9.8.4 and 9.8.5. 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.

§ 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

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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 Building Official final inspection and Owner acceptance 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

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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.

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§ 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, 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.

§ 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

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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.

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~~§ 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).

~~§ 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"/>
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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

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.

001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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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:

_____ <i>(Witness Signature)</i>	_____ <i>(Contractor Signature)</i> (SEAL)
_____ <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)



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: *(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 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:

_____ (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)

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SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Project Information:

1. Project Title: Repair wall Flashing Bldg. 8
2. Project Location: Pine Ridge High School, 926 Howland Blvd., Deltona, FL 32738
3. General Description of Work: the general scope of work for this project includes replacement of the through-wall embedded masonry flashings at the roof-to-wall details on the Gymnasium (Building 8), where indicated on the drawings.

B. Project Scope: In general, the work includes, but is not limited to, the following items:

1. Through-wall Flashings at Low-Sloped Roof Areas (Gymnasium):
 - a. Provide for removal and replacement or reinstallation of existing split-faced concrete masonry veneer units to facilitate the replacement and installation of masonry through-wall flashings where indicated above areas of low-sloped membrane roofing.
 - b. Provide sheet metal flashings to facilitate installation of through-wall flashings and associated work.
 - c. Provide joint sealants and backer materials to facilitate replacement of through-wall flashings. Replace joint sealant and backer materials where indicated at concrete masonry veneer to facilitate the installation of through-wall masonry flashings.
2. Through-wall Flashings at Steep-Sloped Roof Areas (Gymnasium):
 - a. Provide for removal and replacement or reinstallation of existing split-faced concrete masonry veneer units to facilitate the replacement and installation of masonry through-wall flashings where indicated above areas of steep-sloped metal roofing.
 - b. Provide sheet metal flashings and closures to facilitate the installation of through-wall flashings, and associated work.
 - c. Provide joint sealants and backer materials to facilitate replacement of through-wall flashings. Replace joint sealant and backer materials where indicated at concrete masonry veneer to facilitate the installation of through-wall masonry flashings.
3. Unit Prices: Provide unit prices as indicated in the List of Unit Prices, Section 012200.
4. Alternate Work: Provide alternates to the Base Bid Scope of Work as indicated in the Schedule of Alternates, Section 012300.

C. Refer to the appropriate specification section for further information about installation methods and components to be provided.

D. The Contract Documents showing the existing construction of the facility were developed from historic documents and from limited field observations by the Engineer of Record and its

consultants. Actual conditions may vary from those shown. Hidden conditions may be discovered over the course of the work. Further evaluation may uncover conditions which may require remedial attention prior to proceeding with demolition or construction. Contractor shall be aware of the need to proceed with diligence and care and shall notify Engineer of Record of conditions which do not reflect those indicated or which require further testing and repair prior to proceeding. Contractor shall correct conditions that are detrimental to timely and proper execution of the Work. Contractor shall not proceed until unsatisfactory conditions have been corrected. Commencement or continuation of work constitutes acceptance of conditions and responsibility for satisfactory performance.

1.2 PROJECT CONDITIONS

- A. The building will be occupied and in use during construction. Take necessary precautions to create as little disturbance or disruption to the building and its occupants as possible during the work.
- B. Supply, install, and maintain barriers, protection, warning lines, lighting, and personnel required to segregate the work area(s) from pedestrian or vehicular traffic, as well as to prevent damage to the building, its occupants, and the surrounding landscaped and paved areas. The Contractor shall observe all applicable OSHA requirements.
- C. Schedule and execute work without exposing the building interior to the effects of inclement weather. Protect the building and its occupants against such risks and repair/replace work-related damage to the Owner's satisfaction.
- D. The Contractor shall not be responsible for reported roof or wall related leaks which exist prior to initiating work in the leak areas. The Contractor shall be responsible for all work-related leaks and damage to existing roofing or envelope components at all locations in which he has initiated work, to include trafficking and materials storage. If damage occurs, the Contractor shall repair damaged areas at no additional cost to the Owner. Provide and maintain necessary protection and repairs to prevent interior leakage.
- E. Supply labor, equipment, tools and appliances necessary for the proper completion of the work.
- F. Do not install membrane or fluid-applied systems or sealants during precipitation, including fog, or when air temperature is below 40° F (4° C) or is expected to go below 40° F (4° C) during application, or when there is ice, frost, moisture, or visible dampness on the work surfaces.
- G. Phased or temporary construction will only be permitted as specified, or as agreed to in writing by the Engineer. Schedule, execute, and coordinate work on a daily basis so that components are installed completely and permanently as specified.
- H. Schedule, coordinate, and execute horizontal work to avoid traffic on completed areas. Coordinate work to prevent this situation by working away from completed areas, toward edges and access ways.
- I. Roofing and exterior components that are removed shall be made 100% weathertight in the same day's operations.

- J. Supply shoring, supports, and other items or materials necessary to brace and support the structure, fixtures, and facilities affected by the work. This includes, but is not limited to, heating and air handling ducts, lighting, rooftop equipment and other items presently supported by or suspended from the roof decks to be removed and associated structural members. Supply temporary walkways and ramps necessary to remove existing decking systems and install the replacement deck materials.
 - K. Roof construction and materials shall comply with these specifications and the latest editions of the following:
 - 1. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 2. The National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual"
 - 3. The Asphalt Roofing Manufacturers Association (ARMA).
 - 4. Factory Mutual Global (FMG) publications "Loss Prevention Data for Roofing Contractors" and "Building Materials Approval Guide"
 - 5. Underwriters Laboratories, Inc. "Roofing Materials and Systems Directory"
 - L. All work shall be performed in accordance with the Florida Building Code (FBC) in effect at the time of Bid and applicable Federal, State, and local code amendments, requirements, and publications.
 - M. All workmanship and materials shall be of the best construction practice. Should a conflict arise between the specification requirements and those of the referenced publications, the better quality or more stringent requirement will prevail. Specification requirements that exceed the minimum requirements of the Manufacturer shall be complied with by the Contractor.
 - N. Coordinate the work in this Section with other Sections, including preparatory work, building protection, daily clean-up, and protection of building and occupants.
 - O. Supply labor, vacuums, tools and appliances necessary to keep the interior and exterior building and site areas below and around the construction clean, with as little accumulation of dust and debris as possible on a daily basis.
 - P. Work will be observed periodically by the Owner's Representative and the Engineer of Record.
- 1.3 SUBMITTALS
- A. Emergency Response Contacts.
 - B. Construction Schedule.
 - C. Schedule of Values.
 - D. Safety Data Sheets (SDS)

1.4 REFERENCES

- A. Applicable publications: Publications listed herein form a part of this Specification to the extent referenced and are indicated in the text by basic designation only. Applicable publications referenced shall be those that were issued and in use at the time of the Bid Submission.

1.5 PRECONSTRUCTION CONFERENCE

- A. Preconstruction conference(s) will be held with the Owner, Owner's Representatives, Contractor, the Engineer of Record, and involved trades to discuss aspects of the project.
 - 1. The Contractor's foreman, superintendent or field representative will attend this conference. The foreman must be proficient in reading and writing English and shall be on site at all times that work is performed. The Owner or Owner's Representative shall reserve the right to require an alternate superintendent and/or foreman.
- B. Preconstruction conference(s) shall not be held until all specified submittals have been received and reviewed by the Owner's Representative and the Engineer of Record. The pre-installation conference shall take place only after the Engineer of Record has determined that the status of submittals is sufficient to meet.
- C. Delivery of materials and commencement of construction shall not proceed until the preconstruction conference is held. Delays in obtaining a complete set of submittals shall not extend the contracted completion date.

1.6 EMERGENCY RESPONSE

- A. The Contractor shall provide the Owner with after-hours (24-hour) emergency telephone numbers of the Contractor's superintendent and foreman.
- B. The Contractor must respond to emergency situations or calls within two (2) hours.

1.7 CONSTRUCTION SCHEDULE

- A. Proper coordination of all aspects of the work by the Contractor and any sub-trades is critical to ensure proper installation and performance of the work. The Contractor's Construction Schedule shall clearly outline the coordination between job tasks of all involved disciplines. Subject to review and acceptance by the Owner, this Schedule will be strictly adhered to by the Contractor and sub-trades. Any project related technical questions shall be presented to the Owners representative.
- B. The Contractor's Construction Schedule shall clearly identify the on-site crew foreman and the size of the crew to be utilized. The crew size shall remain consistent and work shall be continuous throughout the project, from start-up to completion.
- C. The Owner's Representative shall review the Contractor's Construction Schedule prior to the start of any work. After defining the location(s) of the work progress, the Owner or Owner's Representative shall arrange to control occupancy in the building to the greatest extent possible. It shall be the responsibility of the Contractor to supply the Owner with written notice, 72 hours

in advance, if his work location(s) for a workday is different from the schedule. The Contractor shall update his Construction Schedule bi-weekly and submit a copy to the Owner's Representative in time for review prior to bi-weekly progress meetings.

- D. The Contractor shall schedule periodic site visits by system Manufacturers providing the warranty during the construction period. Announce any Manufacturer's site visit (inspection) to the Owner's Representative 72 hours prior to its occurrence. The Contractor shall provide the Owner a copy of the Manufacturer's written report for each inspection, indicating Manufacturer's comments pertaining to installation of materials and any corrective recommendations. In addition, the Contractor is responsible to notify and obtain acceptance from the systems Manufacturers on detail changes that may affect the system warranty.

1.8 SCHEDULE OF VALUES

- A. Provide a line item breakdown of construction labor and materials costs for each Specification Section included in these Contract Documents. Additionally, provide line item values for Unit Price, Alternate, and Allowance Work included in these Specifications. Utilize AIA Forms G702 and G703, to prepare and submit the Schedule of Values.

1.9 WORK HOURS

- A. The Contractor will be allowed to work on the facility between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday, unless otherwise established by the Owner. Work outside these hours may be allowed with 72 hours' minimum written notice to the Owner. Work on Saturday or Sunday may be performed from 8:00 am to 5:00 pm, with prior approval from the Owner.
- B. The cost of providing building maintenance personnel on site for weekend work, if required, shall be borne by the Contractor.
- C. The Owner reserves the right to disapprove or suspend a request to work outside of normal working hours.
- D. Coordinate all interior access with Owner prior to initiation of work. If interior access is required after hours, weekend, or holidays, Contractor must give 72 hours' notice for coordination.

1.10 PROGRESS MEETINGS

- A. Progress meetings shall be scheduled bi-weekly by the Owner's Representative or as deemed necessary.

1.11 DIMENSIONS AND QUANTITIES

- A. Verify dimensions and quantities in the field prior to bid submission. The Project Plans and Drawings have been compiled from various sources and may not reflect the actual field conditions at the time of construction.

- B. The Contractor is solely responsible for means and methods of construction. Make necessary investigations to become familiar with the project conditions.
- C. Additional compensation due to unfamiliarity with project conditions will not be considered.
- D. In case of inconsistency between Drawings and Specifications or within either document, the better quality and/or greater quantity of work shall be provided, as determined by the Owner.

1.12 SAFETY DATA SHEETS

- A. Safety Data Sheets (SDSs) shall be submitted in complete sets to the Owner for all products to be used prior to any work being performed. SDSs shall be labeled and organized by Division in tabbed, 3-ring binder with Appendix.

1.13 GUARANTEES AND WARRANTIES

- A. Refer to specific Sections of this specification for systems and product warranty requirements. Verify with Manufacturer of proposed systems and products that specified warranty requirements are acceptable, without exception, prior to selecting materials for use on this project.
- B. Submit a full Contractor's Guarantee of the Work to be free from defect in materials and workmanship upon Substantial Completion, and prior to final payment. This Guarantee shall be for a period of two (2) years from the date of Substantial Completion and shall be signed by a Principal of the Contractor's firm and sealed if a corporation.
- C. Sample warranties provided as Submittals shall be project specific samples or templates to represent the terms and conditions contained within the specific Sections of this specification.

1.14 CLEAN-UP

- A. Restore property of the Owner to its original condition prior to the start of construction. Refer to Division 01 Section "Temporary Facilities and Controls." General clean-up of the site shall be performed on a daily basis.
- B. Clean, restore, and/or replace items stained, dirtied, discolored, or otherwise damaged due to the Work, as required by the Owner.
- C. Clean roof, building (interior and exterior), landscaped areas, and parking areas so they are free of trash, debris, and dirt caused by or associated with the Work.
- D. Clean out drain leaders and piping to the point where it exits the building. Demonstrate roof drainage systems are operating by running water from a hose for 30 minutes into each drain in the presence of the Owner or Owner's Representative.
- E. Sweep paved areas clean daily. Immediately clean any chemical or material spills.
- F. Site clean-up shall be performed daily.

1.15 PERMITS

- A. The Contractor will obtain and pay for any and all permits required to perform the work.

1.16 CONTRACTOR USE OF PREMISES

- A. Contractor will limit use of premises to allow for continuous, uninterrupted Owner occupancy and use.
- B. Coordinate use of premises under direction of Owner.
- C. Assume full responsibility for protection and safekeeping of products stored onsite under this Contract.
- D. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- E. Maintain all exits from the building as fire exits. Should it be necessary, the Contractor will stop work during all facility function and allow full use of all egresses from the building.
- F. Keep all drive lanes open at all times.

1.17 OWNER OCCUPANCY

- A. Owner will occupy premises during entire construction period. Cooperate with Owner in scheduling operations to minimize conflict with Owner's use of facility.
- B. Predetermine and obtain approval, in advance, from Owner, for vertical and horizontal transportation of labor and construction materials onto and off of the building roof.
- C. Do not transport labor or construction materials to the roof via the interior of the facility.
- D. Utility Shutdowns: Obtain written approval from the Owner for any required shutdown or outage of any utility. Schedule any outages minimum 72 hours in advance to minimize impact on existing operations. Comply with all applicable codes and ordinances.

1.18 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough pre-job survey of property and all affected and adjacent areas of the building with Owner's Representative prior to starting the work in order to document existing damage.
 - 1. **Contractor shall document the survey on video tape and provide a copy to the Owner's Representative prior to commencing work.**
 - 2. Damaged items identified during the survey will not be the responsibility of Contractor unless further damaged by Contractor during execution of project.

1.19 CORRECTION OF DAMAGE TO PROPERTY

- A. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.
- B. The Contractor will include in the Base Bid the cost to perform any work-related repair that is due to Contractor's faulty workmanship and/or materials.
- C. Repair, immediately, damages to facility or site that present a safety hazard or danger to the public.

1.20 SUMMARY OF PROJECT REQUIREMENTS

- A. The Work requirements of the Contract are summarized by reference to the Bidding Requirements, the Contract forms, the Conditions of the Contract, the Specification, the Drawings, and Addenda and Contract Modifications, including, but not limited to, the printed matter referenced in these requirements. It is recognized that the Work is affected or influenced by governing regulations, natural phenomenon (including weather conditions), unforeseen conditions uncovered by the Work, and other forces outside of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

SECTION 012200 - UNIT PRICES

1.1 SUMMARY

- A. General Provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this Section.
- B. The Owner may elect certain aspects of the work, whose quantity cannot be determined at this time, to be performed or deleted by the Contractor. If such work items are elected or are not performed, the Contract price will be adjusted accordingly by the Unit Price amount shown for each item in the Bid Forms. For any Base Bid quantities established in this Section, the Owner shall receive a credit for any quantities not used, based on the established unit price.

1.2 GENERAL CONDITIONS

- A. A Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. By submitting a bid, the Contractor acknowledges acceptance of the established Unit Prices for their use in determining the value of change work. Prices as stated will remain in effect until final completion of the Contract.
- C. Performance of Work not authorized by a Change Order or Field Order, whether or not such work is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment beyond the Contract Sum.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Prior to commencing removal or replacement of materials set forth in the schedule of Unit Prices, the Contractor shall notify the Owner in sufficient time to permit proper inspection and measurements to be taken. Only quantities that have been approved in writing by the Owner will be considered in determination of adjustments to the Contract Amount.
- C. Unit Prices and quantities are provided to adjust the specific work items because quantity of work is unknown. Work of similar scope as those unit price items contained in and defined by the Construction Documents shall not be considered as Unit Price Work.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent inspector acceptable to Contractor.
- E. List of Unit Prices: A list of unit prices and quantities to be provided in the Base Bid is included in Part 3.

1. The quantities shown in the list of unit prices shall be exclusive of the quantities identified in the specification or that shown on the drawings.
2. Specification sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price A: For re-pointing and patching of more/less existing damaged or deteriorated concrete unit masonry mortar joints uncovered during work, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Unit Masonry". Twenty (20) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.
- B. Unit Price B: For replacing more/less cracked or damaged (incidental) "split-face" concrete masonry (veneer) units uncovered during work, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". Thirty (30) units each (assuming 4" x 8" x 16" "full sized" units) to be carried in the Base Bid. Provide a unit price per each (EA) unit above and beyond the Base Bid amount.
- C. Unit Price C: For installing or replacing more/less galvanized ladder-mesh reinforcement in masonry veneer mortar joints, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". One hundred twenty (120) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.
- D. Unit Price D: For installing or replacing more/less masonry veneer wall ties, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 04, "Maintenance of Unit Masonry". Twelve (12) ties to be carried in the Base Bid. Provide a unit price per each (EA) tie above and beyond the Base Bid amount.
- E. Unit Price E: For replacing more/less sealant & backer rod joints, above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 07, "Joint Sealants". Twenty (20) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.
- F. Unit Price F: For replacing more/less pre-finished (Kynar) galvalume sheet metal roof-to-wall flashings to match existing components (and finishes), above and beyond the quantities identified within the Base Bid scope of work, and as outlined in Division 07, "Flashing and Sheet Metal". One hundred (100) linear feet to be carried in the Base Bid. Provide a unit price per linear foot (LF) above and beyond the Base Bid amount.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. **Alternate No. 01 (Deduct)**

1. Intent: The Base Bid scope of work prescribes the replacement of through-wall flashing around the entire perimeter of the Gymnasium, Building 8, including the south elevation. The intention of this Alternate is to provide a deduct alternate for omitting the replacement of through-wall flashing on the south elevation as indicated in the Contract Drawings.
2. Alternate No. 01: Provide for omitting the work associated with the replacement of through-wall flashing on the south elevation of the Gymnasium, Building 8, as indicated on the drawings and as specified in Section 040120 - Maintenance of Unit Masonry. All other flashings and associated components shall remain part of the Base Bid scope of work.

END OF SECTION 012300

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer of Record's responsive action.
- B. Informational Submittals: Written information that does not require Engineer of Record's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect/Engineer of Record reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer of Record's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer of Record will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
- C. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 6 by 8-inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer of Record. Approval markings shall not be applied to the reverse or back side of submittals.
3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect or Engineer of Record.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Deviations from specifications are considered substitutions. Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals as proposed substitutions. Further identify deviations by providing a written reason and description for each deviation or variation from the contract documents.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Engineer of Record observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer of Record will discard submittals received from sources other than Contractor.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Approved or approved as noted."
- H. Distribution:
 1. Furnish copies of initial submittals to the Architect/Engineer of Record. In addition, furnish at least one (1) copy of initial submittals to the Owner's Representative.
 2. Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, Owner's Representative and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- I. Use for Construction: Use only final submittals with mark indicating "Approved or approved as noted" taken by Architect/Engineer of Record.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Compliance with specified referenced standards.
 - 4. Number of Copies: Submit four copies of Product Data, unless otherwise indicated. Architect/Engineer of Record will return two copies. Mark up and retain one returned copy as a Project Record Document.
 - a. Digital copies of submittals may be provided in pdf format in lieu of submitting hard copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer of Record's CAD Drawings is otherwise permitted (to be verified in writing).
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Notation of dimensions established by field measurement.
 - j. Relationship to adjoining construction clearly indicated.
 - k. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11-inches but no larger than 30 by 40-inches.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect/Engineer of Record will return one copy.
 - a. Digital copies of submittals may be provided in pdf format in lieu of submitting hard copies.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer of Record will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect/Engineer of Record will retain two Sample sets; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 1. Number of Copies: Submit one copy of product schedule or list, unless otherwise indicated. Architect/Engineer of Record will return one copy.
- F. Construction Schedule: Construction schedule showing sequence and duration of activities.
- G. Schedule of Values: Itemize separately labor and materials for each technical section within the Specification as they will be shown on the Application for Payment (use AIA form G703).

- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 - 1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect/Engineer of Record will return one copy.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect/Engineer of Record will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and inspection reports comply with requirements specified in Division 01 Section "Quality Requirements".
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- J. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- K. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- L. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- M. Safety Data Sheets (SDSs): Submit available safety data sheets for each product submitted.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer of Record.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect/Engineer of Record will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer of Record will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect/Engineer of Record will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect/Engineer of Record will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer of Record will forward each submittal to appropriate party.

- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 015000 - TEMPORARY FACILITIES AND SITE MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section contains instructions and requirements for the provision and utilization of temporary facilities to protect the Owner's property, the site, and construction materials, and for daily maintenance and cleanup of the site during the project.

1.2 CONTRACTOR'S USE OF EXISTING FACILITIES

- A. Limit use of the premises to the work indicated, so as to allow for the Owner's uninterrupted occupancy and use. Confine operations to the areas indicated under the Contract. Conformance to the regulations set forth by the Owner regarding use of existing facilities is mandatory.
- B. Sanitary facilities shall be provided by the Contractor. Use of the building's sanitary facilities is not permitted.
- C. Owner will assist in controlling occupancy. Contractor shall provide and place portable barricades, as coordinated with the Owner, under work areas inside the building.
- D. Take precautions necessary and provide equipment, materials and labor to adequately protect previous construction, the building, its contents and occupants, and surrounding landscaped areas from damage due to construction as well as from inclement weather during construction.
- E. Clean interior and exterior areas affected by the construction on a daily basis. Do not allow construction debris, waste materials, tools, excess packaging materials or other construction related materials to accumulate on the roof, in the facility, or on the exterior grounds and pavements.
- F. See Division 01, "Product Delivery, Storage, and Handling", for product storage facilities and requirements.

1.3 UTILITIES

- A. Electrical service will be provided to the Contractor free of charge by the Owner through exterior electrical outlets if operable. Use shall be limited to construction hours. The Owner reserves the right to charge the Contractor for excessive electrical service usage (i.e., wasteful usage). Should charges be considered, the Owner will notify the Contractor in writing of their intent, 48 hours in advance.
- B. Water for construction purposes will be provided to the Contractor free of charge by the Owner through exterior water spigots if operable. The Owner reserves the right to charge the Contractor for excessive or wasteful use. Should charges be considered, the Owner will notify the Contractor in writing of their intent, 48 hours in advance. Drinking water shall be provided by the Contractor.
- C. All other utilities required will be provided by the Contractor.

- D. Plumbing, heating, and electrical work, including reinstallation of equipment and other work to be performed by the Contractor, shall be carried out without interference to the building's normal operation. Where work requires interruption of service, the Contractor shall make advance arrangements with the Owner for dealing with such interruption.
- E. Ensure proper and safe operation and maintenance of utility systems within the construction limits, whether these are supplied by the Owner's distribution system or otherwise, until the work is accepted by the Owner. Maintain and operate appurtenances within the construction area that serve the distribution system, subject to periodic inspection by the Owner's operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment.

1.4 ACCESS

- A. Provide ladders, scaffolding and staging as required to access the project area(s) in accordance with OSHA guidelines. Should damage to the building occur, restore damaged areas to their original condition, clean up debris, and provide other access to the roof for the duration of the project.
- B. DO NOT INTERFERE WITH NORMAL BUILDING OPERATIONS. COORDINATE ACTIVITIES WITH THE OWNER AND BUILDING OCCUPANTS.

1.5 BARRIERS

- A. Install temporary fencing, warning lines, barriers and guards, as required, to segregate the construction areas from adjacent operational facilities, occupants and the public. In the event that access cannot be interrupted in the construction area, provide protection above doorways and walks in the construction area. Provide guard lights on barriers and lighting as necessary to prevent vandalism of work and storage areas. The Owner is not responsible for Contractor's losses due to damage or theft by vandals.
- B. Install protective coverings at paving and building walls adjacent to hoist prior to starting work. Lap protective coverings at least 1 foot, secure against wind, and vent to prevent condensation of moisture on covered surfaces. Maintain the protective coverings in place for the duration of the project. Cover windows adjacent to Contractor operation areas with plywood.

1.6 TEMPORARY PROTECTION

- A. Provide suitable Owner approved temporary protection to prevent the entrance of debris and obstructions into the building. Provide warning signs to reroute personnel around areas of dangerous work. Place warning barriers at roof perimeters and at deck openings. Clearly label temporary covers over deck openings. Do not permit openings to remain unprotected overnight. Schedule operations to allow for completion of new roofing over a predetermined area of roof within a day's work. Use special care to avoid damaging roofing and flashing when working on the roof of the building.
- B. Provide temporary tie-ins between existing and new roof systems as specified and detailed. Tie-in construction shall completely prevent interior leaks, migration of moisture from existing to new

construction and damage of any type to the facility. Provide necessary quality control at tie-ins on a daily basis to prevent leaks.

- C. Avoid traffic on completed roof areas. Coordinate work to prevent this situation. Should temporary access be required, provide temporary substrate protection for trafficked areas.
- D. Protect drainage systems from debris accumulation during construction. Ensure roof drains and leader pipes are not restricted when Contractor is not on site.
- E. Protect materials scheduled to be reused from damage by placing them in labeled containers or wrappings stored in a weathertight trailer.
- F. Provide temporary protection such as plywood and tarps for streets, drives, curbs, sidewalks, landscaping and existing exterior improvements during all phases of the project.

1.7 ROOFTOP PROTECTION

- A. Limit traffic on areas of installed roofing, and provide protective coverings for walkways where traffic is necessary on completed roof areas. Protect roof areas where located below work areas.

1.8 DEBRIS REMOVAL

- A. The Owner shall designate crane and refuse container locations. These areas shall be sectioned off with proper warning lines.
- B. Removed materials shall not be thrown freely from the roof but shall be lowered to the ground by crane in suitable containers or in an enclosed chute, in order to reduce the spread of dust and other debris.
- C. Supply adequate covered receptacles for waste, debris and rubbish. One receptacle will be allowed on site at a time, and must be immediately removed from the site when full. Clean the project area daily and prior to moving the receptacle to another location on the site. Locations shall be as permitted by the Owner. Disposal shall be off-site in a legal dump authorized to accept construction demolition solid wastes.

1.9 WEATHER PROTECTION

- A. Weather protection includes temporary protection of components adversely affected by moisture, wind, heat and cold by covering, patching, sealing, enclosing, ventilating, cooling and/or heating. Provide protection for locations within the project area as necessary, to protect the building and its contents, trafficked adjacent areas, new construction materials and accessories. The cost of heat, fuel and power necessary for proper weather protection shall be the responsibility of the Contractor. Installed weather protection shall comply with safety regulations, and provisions for adequate ventilation and fire protection.

1.10 VOLATILE MATERIALS

- A. The Contractor is reminded that adhesives, solvents, bitumens, etc., are highly volatile and flammable materials. These materials, along with tools and applicators and rags, shall not be stored on or within the building. No overnight storage on the roof will be allowed. Do not transport materials through the building. Take precautions and closely follow the Specification requirements for fire protection on site during construction.
- B. Locate and use flame-heated equipment so as not to endanger the structure, other materials on site, or adjacent property. Do not place flame-heated equipment on the roof. Locate and use flame-heated equipment in specific areas approved by the Owner. Do not relocate flame-heated equipment without prior approval from the Owner.
- C. The use of flame-heated equipment or torches on the roof is prohibited unless specifically approved in writing by the Owner.

1.11 FIRE PROTECTION

- A. Provide necessary temporary fire protection for the building, its contents and materials during construction. Do not store combustibles inside the building or on the roof. Store adhesives, caulks and cleaning solvents away from the building using a method approved by local fire officials. Should cutting, burning or welding be necessary, provide a fire watch during operations and for two (2) hours minimum after completion of the operations.
- B. Do not use open flames near adhesives, caulks or cleaning solvents as they will readily ignite. Rags soaked with cleaning solvent shall not be discarded in the dumpsters but shall be stored in a separate metal receptacle and removed from the site daily.
- C. Comply with local fire codes and obtain permits necessary from the local fire department. Provide a copy to the Owner. Provide recently tested, fully charged fire extinguishers around the storage area, rubbish receptacle and two fire extinguishers on the roof within 50 feet of the Work.

1.12 INTERIOR PROTECTION AND RESTORATION

- A. Protect and cover fixed items, furniture, equipment, appliances, fixtures, bookcases, etc. within the building below the work areas.
- B. At the Owner's direction, remove portable furniture, equipment, appliances, fixtures, materials, stock, etc. within the building below the work area to an adjacent area for protection.
- C. Remove, temporarily support, suspend and protect existing items requiring removal during the installation of the new work and properly replace these items to their original condition and to the Owner's satisfaction. These items include but are not limited to suspended ceilings, lighting fixtures, heating and air handling ductwork, electrical conduit, etc.

1.13 CLEAN-UP

- A. Clean and restore interior building spaces beneath the work areas to original condition prior to the construction.

- B. Debris, dust and dirt shall be swept completely clean at the joists, beams, overhead accessories and similar items. Those items soiled or stained from the work shall be cleaned and refinished.
- C. Electrical fixtures damaged by the construction shall be replaced with an equal in shape, color, manufacturer, and capacity at no added expense to the Owner.
- D. Interior ceiling finishes which are damaged by the construction shall be repaired or replaced with a system equal in color, texture, and finish at no added expense to the Owner.
- E. Floors shall be swept and vacuumed completely clean of dust, dirt and debris. The Owner will wash and re-wax floors, but only as part of a normal or routine maintenance procedure. Heavily soiled, stained or damaged floor areas will be cleaned, repaired and/or replaced by the Contractor at no additional cost to the Owner.
- F. Open ducts, grills, thermostats, electric boxes or similar fixtures and items which can be soiled or affected by the work or which might conduct dust to other areas shall be masked, protected and cleaned by the Contractor.
- G. Windows, blinds, curtains, shelving, edges, lighting, etc. shall be cleaned to their original condition prior to the start of the roof renovation, and to the satisfaction of the Owner.
- H. Remove completely temporary protection materials and facilities from the site upon completion of the work and demobilization of the project.
- I. Restore streets, drives, curbs, sidewalks, landscaping and existing improvements disturbed by the construction operations to their condition at the start of the work.

1.14 NOTIFICATION

- A. Notify the Owner's Representative at least 72 hours in advance of the desire to extend, connect, disconnect, turn on or off HVAC, steam, electric, water or other service from the Owner's supply systems. The actual operation shall be witnessed by authorized representatives of the Owner. Plumbing, heating and electrical work, including installation of equipment and any other work to be performed by the Contractor, shall be carried out without interference with the Owner's normal operation. Where work requires interruption of a service, make advance arrangements with the Owner for dealing with such interruption.

1.15 VEHICLES

- A. Acceptable areas for the locations of the Contractor's vehicles shall be as designated by the Owner. No other areas may be utilized without the Owner's permission.

1.16 WALKWAY COVERING

- A. Install walkway coverings above entrances which must remain accessible. The framework supporting the walkway covering shall be free-standing and well braced. The roof covering and support framing shall be designed to support a live load of at least 150 psf. The roof coverings shall be of width sufficient to cover the entire walkway or sidewalk. A minimum height clearance of 6-feet, 8-inches, or as required to allow building doors to open, shall be maintained

below coverings. Should coverings obscure the building's address, a temporary address shall be installed so as to be visible from the street. Lettering shall be approved by the Owner. Protection shall be in accordance with all applicable OSHA standards.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015000

SECTION 016500 - PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section contains instructions and requirements for the provision and maintenance of adequate delivery, storage, and handling on site of products and materials to be utilized in the Work.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
- D. Deliver materials in sufficient quantity to allow continuity of work. Deliver materials to the site in original sealed containers bearing manufacturer's name and brand designation. Where materials are designated by a referenced specification, containers or packages shall bear specification number, type, and class as applicable. Do not deliver materials that are not approved for use. Remove such materials from the site immediately.

- E. Store materials on site in areas designated by the Owner. Materials are to be stored in box trailers or in elevated piles completely wrapped in waterproof tarps. Tilt stock piles for effective drainage and utilize tie-downs to protect tarps against wind blow-offs. Store flammable materials such as adhesives in storage containers suitable for flammable substances. Mark materials that are exposed to the elements for removal from site. Do not incorporate defective or rejected materials in the Work.
- F. Handle materials with equipment selected and operated so as not to damage the materials or the roofing or building enclosure components. Handle roll materials in a manner to prevent damage to the edges or ends. Seal containers when their contents are not being used to prevent premature curing or damage to materials. Damaged or improperly stored materials shall be marked and removed from the site immediately.
- G. No more materials shall be stored on the roof than can be installed in one day. Distribute materials brought to the roof so that the uniform load shall be less than 20 PSF. Evenly distribute materials for daily operations to prevent concentrated loads. The weight of workmen, equipment, and materials shall not exceed the capacity of the structure.
- H. Misshapen, oval, creased, and/or damaged roll goods shall not be used. The Contractor shall handle and store roll materials to prevent such conditions. The Contractor shall also ensure that roll goods accepted from the manufacturer are in good condition. The Owner will not be responsible for, nor accept, roll goods that are defective.

1.3 TOOLS AND EQUIPMENT

- A. Contractor is responsible for delivery, storage, maintenance, and security of tools and equipment.

1.4 INSPECTION AND NOTIFICATION

- A. Materials stored on site and subject to damage from wind, precipitation, hail, or other potential climactic conditions will be subject to inspection on a daily basis by the Owner or Owner's Representative. Absorptive materials such as lumber, insulation and felts will be tested periodically for moisture content.
- B. Upon notification by the Owner or Owner's Representative of insufficient protection of or damage to materials on site, the Contractor shall, within 24 hours, properly restore protection and replace or repair damaged materials and systems. Should the Contractor not accomplish immediate repair or replacement when notified, the Owner shall have the proper protection installed at the Contractor's expense.

1.5 MANUFACTURER'S INFORMATION

- A. Submit each system materials manufacturer's written instructions concerning storage and handling of materials, including adhesives, cements, sealants, and accessories. Provide the following information:
 - 1. Manufacturer's "shelf-life" of materials, including the date of manufacture of perishables such as volatiles, caulking, and mastics.

2. Acceptable latent moisture content for absorptive materials such as lumber, insulation, and felts.
 3. Manufacturer's requirements for storage facilities concerning temperature, humidity, and ventilation.
- B. Provide and maintain on site manufacturer's information concerning storage and handling of flammable or volatile materials, such as Safety Data Sheets, for the duration of the project.
- C. Comply with the manufacturer's recommendations and these Specifications for on-site storage of materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 016500

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SECTION 017000 - PROJECT CLOSE-OUT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section contains requirements for items to be completed by the Contractor prior to Owner's final acceptance.

1.2 SUBSTANTIAL COMPLETION

- A. Substantial completion for this project is defined as the date when the Owner and Engineer of Record mutually agree and certify that all project related work has been properly installed and completed in a manner conforming to the Contract Documents. Work specified within the Contract Documents which has not been performed or has been performed in a manner which does not conform to the Contract Documents shall be deemed as not having achieved substantial completion.
- B. Notify Owner and the Engineer of Record in writing that the Work of the project is considered substantially completed and is ready for a substantial completion inspection. After work is deemed substantially complete, and only minor repair items and cleaning remain, the Owner and/or the Engineer of Record shall tour the project site and compile a list of uncompleted or deficient items, if applicable.
 - 1. Minor repair items are those items which have been properly installed and are functional, but which require cosmetic repair or cleaning which does not affect the system's integrity.
 - 2. A copy of the generated list shall be sent to the Contractor who shall then correct or address each item. The Contractor shall certify completion of the itemized repair list to the Owner and Engineer of Record and request a reinspection in writing. Should the Contractor delay correction of the list of items for more than 30 days or another agreed-upon time period, the Owner reserves the right to have the deficiencies repaired by others at the Contractor's expense.
- C. Manufacturer's Inspection: Notify the Roof or Flashing System Materials Manufacturer when the project is deemed substantially complete (as applicable). The Materials Manufacturer(s) shall be required to tour the site as required to establish warranty criteria. Announce the Manufacturer's site inspection to the Owner and Engineer of Record 72 hours prior to its occurrence.
 - 1. Provide the written reports of Manufacturer's Representative to the Owner and Engineer of Record indicating the determination of whether the materials have been installed as intended by the Manufacturer. Items determined not so installed shall be removed and reinstalled so as to comply with the Manufacturer's intended use, within the parameters of this Specification at no additional cost to the Owner.
 - 2. Issuance of Warranty prior to Manufacturer's inspection is prohibited.
- D. If the work is deemed to be substantially complete the contractor will be issued a Certificate of Substantial Completion, as indicated within this project manual.

1.3 FINAL COMPLETION

- A. Final completion for this project is defined as the date when the specific requirements set forth during the Substantial Completion Inspection and all other requirements of the Contract Documents has been satisfied.
- B. Upon completion of these requirements, 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 review by the Owner or Engineer of Record. Afterward, the Owner and/or the Engineer of Record shall tour the project site to determine if the project is considered to be complete.
- C. Upon final completion, provide the Engineer of Record with any as-built record drawings developed by the Contractor to track changes or modifications to the original set of Contract Documents.
- D. If the work is deemed to be complete the contractor will be issued a Certificate of Final Inspection, if applicable.

1.4 FINAL CHANGE ORDERS

- A. Prior to submitting the final application for payment, submit any final change orders if applicable to the project, identifying adjustments for Unit Price quantities, time extensions, etc. Upon execution of the final change order, the Contractor may then prepare the final application for payment.

1.5 PROJECT CLOSE-OUT SUBMITTALS

- A. When both the Owner and/or Engineer of Record and the Manufacturer's Representative agree that the Contractor has performed according to the Contract Documents and has installed the materials to the satisfaction of the Manufacturer, submit three (3) copies of the following close-out documents to the Engineer of Record (unless otherwise indicated by the Owner):
 - 1. Specified Contractor's and Manufacturer's Warranties and Guaranties.
 - 2. Lien Releases from Contractor, subcontractor, and suppliers (AIA Forms G706, G706A).
 - 3. Consent of Surety to Final Payment (AIA Form G707).
 - 4. Contractor's Affidavit (School Board of Volusia County FAC Document 661).
 - 5. Receipt and Release (School board of Volusia County FAC Document 662).
 - 6. Operation and Maintenance Manuals (if applicable).
- B. Electronic (scanned) copies, computer reproductions or photocopies of original or authentic documents will not be accepted unless authorized in writing by the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017000

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SECTION 022200 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. In general, the Contractor shall provide all labor, equipment, temporary protection, tools, and appliances necessary for the proper execution and completion of the work as required in the Specifications, in accordance with standard masonry practices, and as required by the material manufacturer, as amended. The work under this Section generally includes the following:
 - 1. Removal (and replacement or reinstallation) of existing exterior concrete masonry veneer units and associated flashing materials where indicated to facilitate the installation and replacement of through-wall masonry flashings at roof-to-wall interfaces, at both low-sloped roofing and steep-sloped roofing.
 - 2. Removal of existing exterior sealant joint assemblies to accommodate the work, including areas of designated exterior masonry veneer control joints located above replacement roof systems.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, and locations of temporary set up areas.
- B. Pre-demolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

- D. Proposed locations of chutes, dumpsters, cranes, hoists, and other temporary equipment or facilities required for demolition work.
- E. Proposed methods for interior and exterior protection and clean-up during removal and renovation operations, including methods for work with hazardous building materials where indicated.
- F. Provide schedule, updated weekly, indicating areas of building where demolition will occur. Notify Owner's Representative of schedule changes.
- G. Shop Drawings: Provide signed and sealed Shop Drawings for mechanical, electrical and structural augmentations.

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241; OSHA, 29 CFR 1926.1101; EPA, NESHAP 40 CFR, Part 60, DOT 49 CFR, Parts 171 and 172.
- E. Comply with State and Local requirements.

1.5 PROJECT CONDITIONS

- A. The Contractor shall furnish, install, and maintain all necessary shoring, supports, barriers, protective measures, temporary heating, warning lines, and lighting required to stabilize the structure, fixtures, and facilities impacted by the scope of work and segregate the work area(s) from pedestrian and vehicular traffic and to protect the building, occupants, and surrounding landscaped and paved areas from potential damage.
 - 1. For masonry support during removal and replacement activities, refer to Division 04, "Maintenance of Unit Masonry."
- B. Owner will occupy portions of building immediately below and adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- C. Notify Engineer of Record of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Notify Owner and Engineer of Record at least 72 hours in advance of start of demolition of existing stucco wall cladding so that existing brick substrates can be reviewed.

- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Should removal or disturbance of existing hazardous materials be required to perform work, follow all applicable federal, state and local laws and regulations for removal, handling, transporting and disposal of hazardous materials. Notify Owner and Engineer of Record prior to removing or disturbing hazardous materials.
- H. In general, use low dust work practices when working on affected areas. Separate work area with barriers, warning lines, etc. to keep building occupants, pedestrians, etc. away from the work area. Wear proper respiratory protection and keep work area clean.
- I. Provide ground protection out to 10-ft minimum from work area to prevent contamination.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void any existing warranties. Obtain any current warranty information from Owner.

1.7 DEMOLITION AND TRANSPORT

- A. Conveyances: Buggies or wheelbarrows used on roofs to transport removed debris to chutes or crane apparatus location shall be of size and design to prevent damage to deck and structure.
- B. Chutes: Provide enclosed chutes for debris transfer from roof or scaffold areas at height of 10-feet or more. Do not allow debris to spill from bottom of chute directly onto ground. Direct chutes into approved construction debris container (dumpster). Control and contain dust and noise from falling debris by use of breaks in vertical alignment of chute or tarps covering dumpster. Provide hose with nozzle near chute outlet to wet debris, as necessary, for dust control.
- C. Hoists/Cranes: Provide hoists or cranes to remove debris and transport materials to and from roof or scaffold. Secure materials to prevent loss during lifting. Place debris transported from roof or scaffold directly in approved construction debris containers. Provide proper protection of wall areas for entire height directly adjacent to or under area of hoisting.
- D. Use of "bobcat" type removal equipment on roof is prohibited.
- E. Mechanical cutting equipment: Cutting equipment shall be equipped with operable blade depth setting mechanisms to control cutting depth of blade and prevent damage to structural wall during cutting operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer of Record.

3.2 GENERAL

- A. During removals, report to Owner areas of damaged, deteriorated, or otherwise unsuitable structural substrates or framing materials exposed during work. Do not cover or remove unacceptable deck or framing areas until reviewed by Owner. Provide temporary protection to areas in question. Use care in removal of membrane flashings and decking to prevent damage to substrates.
- B. Do not remove more material than can be replaced, covered or otherwise protected from the weather in one day.
- C. Take precautions to prevent water from migrating into building or beneath roof system.
- D. Review available prints and/or inspect interior of structure to ascertain if electrical or other service has been placed within the wall assemblies.
- E. Use care while installing envelope components or materials at wall areas where existing lead-based paint coatings may be present.
- F. Control visible emissions during removals and at dumpster level.

3.3 SELECTIVE DEMOLITION

- A. Demolish and remove existing materials as expressly indicated or implied on the drawings.
- B. Notify Owner prior to disconnection of electrical or mechanical equipment.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer of Record, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. Copies of disposal tickets should be made available to the owners authorized representative.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

- A. Clean demolition materials and debris from work areas daily.
- B. Use plastic sheets at ground level or directly beneath removal areas to contain waste for proper disposal. Clean debris that has fallen into building, including material on top surface of ceiling. If deemed necessary by the Owner, the Contractor shall remove and reinstall ceiling tiles suspected of harboring construction debris and clean the affected areas.
- C. Repair damage to building by replacing damaged material or component in-kind.
- D. Clean site daily to satisfaction of Owner.
- E. Dispose of debris and demolition materials at landfill in accordance with applicable regulations.
- F. Remove construction related debris that accumulates on top of ceiling tiles.

END OF SECTION 022200

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SECTION 040120 - MAINTENANCE OF UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. In general, the Contractor shall provide all labor, equipment, temporary protection, tools, and appliances necessary for the proper execution and completion of the work as required in the Specifications, in accordance with standard masonry practices, and as required by the material manufacturer, as amended. The work under this Section generally includes the following:
 - 1. Removal and reinstallation or replacement of existing “split-face” concrete masonry veneer units to facilitate the installation of embedded through-wall flashing materials and related products (at both low-sloped and steep-sloped roof to wall locations where indicated).
 - 2. Removal and replacement of joints sealants and backer materials at control joints in the existing (and new) concrete masonry veneer located above roofing as indicated in the Drawings, and in Division 07, “Joint Sealants”.
- B. Unit Prices:
 - 1. Technical requirements for related Unit Price work are defined in this section. Refer to Division 01 Section “Unit Prices” for quantities to be carried in the Base Bid and provided on the Bid Form.
 - 2. The unit price quantities included herein and in Section 01 22 00 are above and beyond what is shown on the drawings. The units shown to be replaced on the drawings are to be included in the Base Bid Scope of Work. Unit Prices shall be used to adjust the Contract Amount when changes in the work involving unit price items are made with the Owner’s prior approval. Allowances listed shall be carried in the Base Bid and are above and beyond those shown as being replaced on the drawings. This Unit Price Work shall be as described in Section 01 22 00 – Unit Prices.
- C. Alternate Work:
 - 1. Provide alternates to the Base Bid Scope of Work as indicated in the Schedule of Alternates, Section 012300.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this Section.
- B. Related Work Specified Elsewhere
 - 1. Division 07, “Flashing and Sheet Metal”.
 - 2. Division 07, “Joint Sealants”.

1.3 REFERENCE STANDARDS

- A. ACI 530 – Building Code Requirements and Specification for Masonry Structures
- B. ASTM C144-11 Specification for Aggregate for Masonry Mortar
- C. ASTM C150-12 Specification for Portland Cement
- D. ASTM C207-06 Specification for Hydrated Lime for Masonry Purposes
- E. ASTM C270-14 Standard Specification for Mortar for Unit Masonry
- F. ASTM C404 -Aggregates for Masonry Grout
- G. ASTM C476-Grout for Masonry
- H. ASTM C90-11b – Minimum Face Shell and Web Requirements for Hollow Units
- I. BIA (Brick Industry Association) Technical Notes

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Work Plan: Contractor shall submit the following items with their submittal package:
 - 1. Sequence of work.
 - 2. Temporary scaffolding and staging locations and proposed method for temporary support of veneer or wall shoring.
 - 3. Methods of removal of materials.
 - 4. Temporary protection procedures.
 - 5. Dust containment.
 - 6. Program for handling or containment of cleaning chemicals.
- C. Samples:
 - 1. For each exposed masonry product and for each color and texture specified, or as required to match existing masonry units, provide one (1) sample of each (masonry unit, mortar, etc).
 - 2. Embedded through-wall flashing materials and related products as indicated in Division 07 “Flashing and Sheet Metal”.
- D. Submit mortar mixture ratios to the Engineer of Record upon receipt of an approved color scenario.
- E. Submit certificates attesting compliance with the applicable specifications for the grades, types and classes of concrete masonry.
- F. Submit drawings and written description of masonry rebuilding work, including extent of removals and method of support. Submit shoring procedures if required, with the seal of a licensed Professional Engineer who has reviewed the drawings and written description.
- G. Submit written description of removal procedures and operations sequencing prior to commencement of Work.

- H. Proposed method of protection for adjacent building, landscaping, pavement, walkways, site plantings, and related site work from damage.
- I. Submit the means and methods of temporary covering or masking of wall penetrations or openings.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver masonry material to project in undamaged condition.
- B. Store and handle masonry materials off the ground, under cover, and in a dry location to prevent deterioration or damage due to moisture, temperature changes, contaminants, corrosion, and other causes. If materials become wet, do not use.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates where grading and other required characteristics can be maintained and so as to avoid contamination.
- E. Store masonry accessories including metal items to prevent corrosion and accumulation of dirt and oil.

1.6 PROJECT CONDITIONS

- A. All work to be performed by experienced masonry contractor.
- B. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- E. Provide concrete masonry units as required to replace (incidental) units damaged during removal and replacement.
- F. The Contractor shall utilize skilled and experienced specialty workers to install all aspects of the work.

1.7 DIMENSIONS AND QUANTITIES

- A. All dimensions and quantities shall be determined or verified by the Contractor. Quantities to be carried under the base bid work have been shown on the Contract Drawings. The Contract

Drawings have been compiled from various sources and may not reflect the actual condition at the moment of construction. The Contractor is cautioned to take all precautions and make all investigations necessary to install the proposed work. The Owner will not consider unfamiliarity with the job conditions as a basis for additional compensation.

1.8 BUILDING PROTECTION

- A. The existing building systems shall be totally protected during the renovations. The Contractor is responsible for any damages to the existing building systems, including roof assemblies.
- B. Install canvas over all wall penetrations within the immediate vicinity of work during concrete masonry repair work and cleaning.
- C. The Contractor is responsible for the prompt repair of any damage to the building systems resulting from the work at the project at no additional cost to the Owner.

1.9 CLEAN-UP

- A. Site clean-up shall be complete and performed daily to the satisfaction of the Owner.
- B. All roof, building (interior and exterior), landscape and parking areas affected by the work shall be cleaned of all trash, debris and dirt caused by, or associated with, the work.
- C. All trash and debris shall be completely removed from the site daily during the work and at the completion of the work. All debris shall be legally disposed of off-site.

1.10 GUARANTEES

- A. Upon completion of the work and prior to final payment, the Contractor shall submit a guarantee of his work as free from defect in materials and workmanship. The guarantee shall be for a period of two (2) years. The guarantee shall be signed by an officer of the Contractor's firm and sealed if a corporation.

1.11 QUALITY ASSURANCE

- A. Field Construction Mock-Ups: Provide an in-place mock-up of embedded masonry wall flashings to demonstrate qualities of material and execution as well as aesthetic effects.
 - 1. Locate mock-up in locations where directed by Owner or Owner's Representative. Build in-place mock-ups minimum 4 feet-long, including the installation of flashings, concrete masonry veneer and weeps, with minimum 2 feet long section of through-wall flashings visible to verify installation to back-up wall.
 - 2. Provide up to two (2) mock-ups to include:
 - a. (1) Mock-up at standard low-sloped membrane roof-to-wall condition.
 - b. (1) Mock-up at standard steep-sloped metal roof-to-wall condition.

3. Pre-installation Conference: Conduct conference at project site to verify to Owner and Engineer of Record the mock-up configuration of the embedded through-wall flashings. Obtain approval of mock-up installation of remaining embedded masonry through-wall flashings.
 4. If approved, mock-up may become part of finished work.
- B. After mock-up approval, conduct a pre-installation conference with the Engineer of Record to confirm the layout of stepped masonry flashings at the interface with steep-sloped roofing to demonstrate that the layout will maintain a relatively uniform profile when viewed from the ground.
- C. Contractor shall maintain a copy of the Construction Documents (Specifications and Drawings), and all approved submittals, on site, available for reference at all times.

PART 2 - PRODUCTS

2.1 REPLACEMENT MASONRY

- A. If replacement of units damaged during work is required, the contractor shall investigate the potential concrete masonry sources at the beginning of the project, for each condition and advise the Owner of associated lead times. This shall be done promptly so as not to delay project completion.
- B. Replacement masonry shall conform to ASTM C 90. The Contractor shall field verify all masonry types and dimensions.
- C. All masonry shall be submitted to the Owner for acceptability as to color and appearance match with the existing masonry. The Contractor may be required to submit additional samples for approval. No masonry shall be purchased or installed until approval by the Owner is obtained.

2.2 MORTAR

- A. Mortar for non-load bearing concrete masonry veneer, Type N. Colors shall be selected to match existing conditions.
- B. Portland Cement: ASTM C150 Type I or Type II, white or gray where required for color matching of exposed mortar.
- C. Hydrated Lime: ASTM C 207, Type S.
- D. Aggregate for Mortar: ASTM C144; Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve a suitable match.
- E. Water: Clean and Potable.

2.3 ACCESSORIES

- A. Embedded Through-Wall Flashings: provide flashings which utilize a combination of metal flashing and flexible flashing to meet the following requirements:
 - 1. Metal Flashing/Receiver: Stainless Steel, 24 gauge, in accordance with Division 07 "Flashing and Sheet Metal".
 - a. Fabricate metal flashing as indicated with minimum 3" high end dams and wall flange to turn up onto existing masonry back-up wall.
 - b. Fabricate flashing to extend through masonry veneer, with drip edge and integral receiver formed to accept skirt metal as indicated.
 - c. Provide fully soldered joints and seams in stainless steel through-wall flashings.
 - d. Provide minimum 3" wide lapped joints with fully locked and soldered lapped metal sections as indicated. Locate lapped joints at 10-ft on center, maximum.
 - e. Solder and Sealants for Sheet Metal Flashings shall be as specified in Division 07 "Flashing and Sheet Metal".
 - 2. Flexible Flashing: Self-adhering sheet membrane flashing to seal the sheet metal flashing to the existing masonry back-up wall as indicated:
 - a. Reinforced Flexible Wall Flashing product, minimum 0.040-inch-thick, such as Perm-A-Barrier Wall Flashing by W.R. Grace & Co. or approved equivalent.
 - b. Adhesives, primers and seam tapes and sealants for flashings shall be manufacturer's standard products for bonding flashing sheets to each other and to metal and masonry substrates.
 - c. Flashing Termination Bar: 1/8-inch thick by 1" flat aluminum bars fastened to substrate a maximum 8-inches on center, unless otherwise indicated. Do not use powder actuated fasteners for attachment of termination bar to back-up wall.
- B. Weep Products: provide corrugated plastic sleeves at the bottom of head joints at 16-inches on center maximum where embedded through-wall flashings are installed. Product: DA 1006 Cell Vent weep product as manufactured by Dur-O-Wal, Inc., or approved equivalent.
- C. Cavity Drainage Material: free draining mesh made from polymer strands that will not degrade within the wall cavity, 1/2-inch nominal thickness for narrow cavities, 1-inch nominal thickness for all other cavities, provide one of the following:
 - 1. Mortar Catch by Advanced Building Products, Inc.
 - 2. CavClear Masonry Mat by CavClear.
 - 3. Mortar Net by Mortar Net USA, Ltd.
 - 4. Approved Equal
- D. Masonry Ties: screw-attached masonry veneer anchors: Units consisting of a wire tie section and a metal anchor section complying with the following requirements:
 - 1. Wire Tie Shape: Rectangular
 - 2. Wire Tie Length: As required to extend 1-1/2 inch into masonry wythe of veneer face, or as indicated.
 - 3. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and bottom.

4. Products: Subject to compliance with requirements, provide one of the following screw-attached masonry veneer anchors:
 - a. 345-BT-Flexible Tie by Hohmann & Barnard, Inc.
 - b. Pos-I-Tie by Heckman Building Products, Inc.
 - c. BL-407 series by Hohmann & Barnard, Inc.
 - d. As required to match existing (field verify).
- E. Ladder Mesh Joint Reinforcement: Wire joint reinforcing ladder-mesh prefabricated from cold-drawing carbon steel wire conforming to ASTM A1064/A1064M, hot-dip galvanized after fabrication, conforming to ASTM A153/A153M-B2 (1.5 oz/sf).
 1. Wire Size: standard weight, 9 gauge or 3/16-inch diameter, typ.
 2. Cross welded 16" o.c.
 3. Ladder-mesh fabricated for use in 4" wide block (veneer).
 4. Product Basis of Design: Lox-All Ladder Joint Reinforcement, 220 Ladder-Mesh as supplied by Hohmann & Barnard, Inc. or approved equal.

2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not re-temper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Engineer of Record's approval.
 1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mortar Type: Provide mortar materials for pointing or limited masonry replacement as indicated in Part 2.2 above.

PART 3 - EXECUTION

3.1 GENERAL WORKMANSHIP

- A. Follow all applicable local, state and federal requirements regarding construction of scaffolding and protection of the public safety. Specific reference should be made to OSHA Construction Safety Regulations.

- B. Set up of scaffolding or similar access and location of on-site storage areas shall be subject to review and approval by the Owner.
- C. Do not leave any partially completed sections exposed to the elements overnight. Provide all devices (including heaters and insulation) necessary to maintain areas at the correct temperature and humidity for proper curing of mortar.
- D. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
- E. During freezing weather, the Contractor shall protect all masonry with tarpaulins or other approved material. Masonry materials shall be stacked on platforms and covered, or stored in a manner acceptable to the Owner, to protect them from contact with soil and weather exposure. Materials with stained faces will not be used in the walls.
- F. No masonry work shall be executed when the temperature in the work area has dropped below 40 degrees F unless it is rising. The Contractor shall provide heat and maintain the temperature of masonry materials and protect the completed work from freezing. Protection shall consist of heating and maintaining the temperature of masonry materials to at least 40 degrees F, but not more than 100 degrees F, and maintain an air temperature above 40 degrees F on both sides of completed masonry for a period of at least 72 hours.
- G. Keep covers tightly sealed on all evaporative products to prevent premature curing.
- H. All debris shall be transported to dumpsters, in locations approved by the Owner, at ground level by enclosed chute or crane and scaling bucket. Uncontrolled dropping of debris to ground level will not be permitted.
- I. During the removal of any existing component, the Contractor shall report to the Owner any areas of damaged, deteriorated or otherwise unsuitable framing, wood blocking, or wall materials uncovered during the work. Do not cover unacceptable areas until reviewed by the Owner and Engineer. Provide temporary protection to the area in question.
- J. The Contractor will be required to use pre-measured mixing buckets upon notification of the approved mortar mixture. Shovel mixing will not be permitted for color mortars.

3.2 TEMPORARY SHORING

- A. Temporary shoring of masonry is not anticipated. However, if necessary to perform masonry work, it is the responsibility of the Contractor to design, erect and maintain all necessary shoring procedures sufficient to comply with applicable regulations, securely support all masonry or other elements left unsupported by the required removals, and permit the work of other trades to proceed.
- B. Completely remove shoring system when no longer needed.
- C. Notify the Owner 48 hours in advance of installation of any shoring.

- D. A State licensed Structural Engineer shall be retained by the masonry Contractor to provide complete temporary shoring design, should shoring be required to enact repairs as described herein. The shoring submittal should include the engineering plans with dimensions, materials, means and methods indicated. The submitted shoring design should include the seal, date and signature of the licensed Structural Engineer responsible for the design.

3.3 MASONRY STORAGE

- A. Storage of all masonry materials shall be in the area designated by the Owner. All stored masonry materials shall be covered and protected from damage. Do not store masonry units on existing roof surfaces without prior written consent of the Wwner.
- B. Identify and label all existing removed materials that are scheduled for re-installation, so they can be reinstalled in same locations as removed.

3.4 MASONRY UNIT REMOVAL AND REPLACEMENT

- A. At locations indicated for repairs or installation of embedded through-wall flashings. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits, to the best ability, replacement with full-size units. Half-size units may be used to help maintain consistent appearance of through-wall flashings and associated components at sloped roof gable or rake edge step flashing conditions.
- B. Remove in an undamaged condition as many whole masonry units as possible to allow existing and or new masonry to be "toothed" in.
 - 1. Remove mortar and loose particles from units by cleaning with hand chisels, brushes, and water.
 - 2. Remove sealants by cutting close to units with utility knife and cleaning with solvents.
- C. Support masonry, as required, in accordance with approved drawings but in no case more than 4 feet on center. Protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify Owner of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement. Take care not to damage new roof or wall system components.
- F. Replace removed damaged masonry units with other removed units in good quality, where possible, or with new masonry matching existing, including size. Do not use broken units unless they can be cut to usable size.
- G. Install replacement masonry units into bonding and coursing pattern of existing. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 - 1. Maintain joint width for replacement units to match existing joints.
 - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.

3. Maintain location and configuration of existing veneer control (sealant) joints.
- H. Lay replacement masonry units with completely filled bed and head joints. Wet both replacement and surrounding masonry units. Use wetting methods that ensure that units are nearly saturated, but surface is dry when laid.
 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing work.
- I. Anchoring Concrete Masonry Veneer: Provide (replacement) masonry veneer anchors to attach veneer to back-up masonry (CMU) wall. Space anchors for veneer replacement sections not more than 16-inches on center vertically and horizontally. Seal all anchors where attached to the masonry back-up wall before placing insulation and veneer.
- J. Cavities/Air Spaces: Keep cavities/air spaces clean of mortar droppings and other materials during construction.
- K. Cavity Insulation: Remove and reinstall or replace cavity wall insulation, where encountered, to match existing. Set insulation in adhesive and fit between wall ties and other confining obstructions in cavity with edges butted tightly. Press insulation firmly against masonry back-up wall and fill gaps in insulation sealant that is compatible with the insulation material prior to covering with veneer.
 1. Install rigid insulation over existing steel angles, modified as indicated on the drawings to support through-wall flashing materials.

3.5 EMBEDDED THROUGH-WALL FLASHING

- A. Install embedded flashing and weep holes in masonry where indicated. Install flashing to allow for positive drainage of the wall cavity at flashings.
- B. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing materials. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with adhesive, sealant or tape as recommended by the membrane flashing manufacturer before covering.
- C. Install flashings where indicated above existing roofing and flashings so that new counterflashing extends down overtop existing roof flashings. Extend flashings from back-up wall all the way through the outer wythe of the masonry veneer as indicated.
 1. Extend the sheet metal flashing all the way to the back-up masonry wall as detailed and seal the wall flange to the back-up wall using the specified flexible flashing membrane.
 2. Set metal wall flange into a bed of sealant against the back-up masonry wall and attach to the back-up masonry wall using masonry screws and washers at 12" o.c., or with self-tapping screws and washers through sheathing to steel stud framing at 16" o.c.
 3. Prime all surfaces to receive self-adhering membrane
 4. Fasten the top of the flexible flashing membrane to the back-up masonry wall using the specified termination bar and fasteners. Completely seal the flexible flashing and termination bar to the back-up masonry wall to prevent moisture from running behind.

5. Sloped flashings shall be installed to the contour of the roof system as indicated, so as to capture runoff from above and evacuate from the wall cavity to form a continuous drainage system.
 6. Turn down sheet metal flashings at exterior face of masonry to form a drip or counterflashing/skirt receiver as indicated.
- D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashings.

3.6 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
 3. Protect surfaces of existing roofing below during cleaning.

3.7 COMPENSATION

- A. The amount of damaged or deteriorated concrete masonry veneer to be replaced beyond that designated on the Drawings is not known at this time. Replacement of more or less masonry units and associated work than that carried in the Base Bid amount will adjust the Contract Amount at the Unit Price established in the Contract.
- B. The amount of masonry veneer control joints (sealant) to be replaced beyond that designated on the Drawings is not known at this time. Replacement of more or less than that carried in the Base Bid amount will adjust the Contract Amount at the Unit Price established in the Contract. Refer to Division 07, "Joint Sealants" for additional information.

END OF SECTION 040120

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SECTION 076200 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SUMMARY

- A. In general, the Contractor shall provide all labor, equipment, temporary protection, tools, and appliances necessary for the proper execution and completion of the work as required in the Specifications, in accordance with standard masonry practices, and as required by the material manufacturer, as amended. The work under this Section generally includes the following:
 - 1. Install embedded masonry (sheet metal) flashings and accessory components that are integral with the existing roof-to-wall flashing details as indicated.
 - 2. Miscellaneous sheet metal assemblies.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this Section.
- B. Related Work Specified Elsewhere
 - 1. Division 04, "Maintenance of Unit Masonry".
 - 2. Division 07, "Joint Sealants".

1.3 REFERENCES AND STANDARDS

- A. NRCA Roofing and Waterproofing Manual Volume 2.
- B. SMACNA Architectural Sheet Metal Manual.
- C. American Iron and Steel Institute (AISI)
- D. CDA: Copper Development Association, "Copper in Architecture," Current Edition.
- E. ASTM A653-15e1 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- F. ASTM B32-08 Standard Specification for Solder Metal.
- G. ASTM B209-14 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
- H. ASTM B370-11 Standard Specification for Copper Sheet and Strip for Building Construction.
- I. ASTM C920-14a Standard Specification for Elastomeric Joint Sealants.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.
- C. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other by permanent separation.
 - 1. Protect concealed side of uncoated aluminum or stainless-steel where in contact with wood, ferrous metal or cementitious construction by permanent separation using self-adhered membrane flashing material.
- D. Anchoring Criteria: Except as otherwise shown on Drawings or specified, the workmanship of sheet metal work, methods for forming joints, anchoring, cleating and provisions for expansion shall conform to the standard details and recommendations of the Copper and Brass Research Association; and workmanship shall be of the best quality, in accordance with best trade practice and the recommendations and specifications of the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) and the Florida Building Code, whichever is more strict.

1.5 SUBMITTALS

- A. Product Data: Include manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
 - 1. Provide color charts for factory-coated metals, to match existing (replacement) components.
- B. Shop Drawings: Show layouts, profiles, dimensions, methods of joining, and anchorage details.
- C. Samples: For each type of sheet metal in the specified finish.
 - 1. Two (2) samples of each type.
 - 2. 6-inch x 6-inch size samples.
- D. Warranties: Sample of warranties.

1.6 QUALITY ASSURANCE

- A. Comply with SMACNA standards unless more stringent requirements are indicated.
- B. Design criteria for flashing and fasteners shall meet FBC Chapter 16 requirements.
- C. Contractor shall maintain a copy of the Construction Documents (Specifications and Drawings), and all approved submittal documents, on site, available at all times for reference. The installer shall have an updated copy of the drawings and specifications pertaining to their area of work available at the location of work at all times.

- D. Project construction will be monitored and evaluated by the Owner's Representative or the Engineer of Record for compliance with the Contract Documents.
- E. Do not start work prior to the preconstruction conference. For additional information and requirements for the pre-construction conference, refer to Division 01, "Summary of Work".
- F. Mock-ups: Provide mock-up samples to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Mock-ups shall be performed prior to the commencement of the full scope of work and shall be reviewed by the Owner's Representative and the Engineer of Record as to acceptability of color, texture and appearance match with the existing construction.
 - 1. In Place Mock-ups on the building shall be provided as follows:
 - a. Two (2) masonry thru-wall flashing mock-ups, one at a low-sloped roofing condition, and one at a steep-sloped metal roof condition, as indicated in Division 04 "Maintenance of Unit Masonry".
 - 2. Build in-place mock-ups where indicated by the Owner's Representative.
 - 3. Mock-ups shall be repeated until acceptable results are obtained, at no additional cost to the Owner. The accepted work shall be a standard for all subsequent work.
 - 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer of Record specifically approves such deviations in writing.
 - 5. Subject to compliance with requirements, approved in-place mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY STORAGE AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured plaster, concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 PROJECT CONDITIONS

- A. All dimensions and quantities shall be determined or verified by the Contractor. Quantities to be carried under the base bid work have been shown on the Drawings. The Drawings have been compiled from various sources and may not reflect the actual condition at the moment of construction. The Contractor is cautioned to take all precautions and make all investigations necessary to install the proposed work. The Owner will not consider unfamiliarity with the job conditions as a basis for additional compensation.
- B. The general nature, quantity and surface area of the various work items are shown on the Drawings.

- C. Coordinate the work in this section with the work by other trades to ensure the orderly progress of the work.
- D. Fully charged, inspected and approved fire extinguishers shall be on site at all times. No cutting, grinding or welding of any kind shall proceed without an approved fully charged fire extinguisher.
- E. Under no circumstances shall the Contractor remove existing materials and systems to the ground in an uncontrolled manner. Machinery or devices used shall be manufactured for this purpose. Adjacent building and property areas shall be protected from airborne debris.

1.9 GUARANTEES AND WARRANTIES

- A. Contractor's Guarantee: Submit a full Contractor's Guarantee of the Work to be free from defect in materials and workmanship upon Substantial Completion, and prior to final payment. This Guarantee shall be for a period of two (2) years from the date of Substantial Completion and shall be signed by a Principal of the Contractor's firm and sealed if a corporation.
- B. Special Finish Warranty: Submit a written warranty, signed by manufacturer, covering failure of the factory-applied exterior finish on metal roof edge flashings within the specified warranty period and agreeing to repair finish or replace sheet metal assemblies that show evidence of finish deterioration. Deterioration of finish includes, but is not limited to, color fade, chalking, cracking, peeling, and loss of film integrity.
 - 1. Finish Warranty Period: 20 years minimum from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Aluminum Sheet (where indicated): ASTM B 209, Alloy 3004, temper suitable for forming and structural performance required, but not less than H14; provide with manufacturer's strippable plastic film. Required finish:
 - 1. Mill Finish: Standard one-side bright.
 - 2. High-Performance Organic Finish: Thermo-cured system containing not less than 70 percent polyvinylidene fluoride (Kynar/Hylar) resin by weight; complying with AAMA 2604; color as selected by Owner from standard colors.
- B. Prefinished Galvalume Sheet: AZ-50 Aluminum-Zinc Alloy Coated Steel (Galvalume): 50 ksi per ASTM A792, with high-Performance Organic Finish: Thermo-cured system containing not less than 70 percent polyvinylidene fluoride (Kynar/Hylar) resin by weight; complying with AAMA 2604; color as selected by Owner from standard colors, to match the existing roof systems and flashings.
- C. Stainless-Steel Sheet: ASTM A 240, Type 304, No. 2D finish.

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Self-Adhering Membrane Flashing for use with Embedded Masonry Flashings: High temperature self-adhering, SBS modified bitumen membrane with poly-surface and release-paper backing, minimum 40-mil thickness, designed for a minimum melting temperature of 220 deg F (include primers, sealants and other accessories provided by manufacturer for specified use).
 - 1. Acceptable manufacturer and products known to comply with these requirements:
 - a. Perm-A-Barrier Wall Flashing by gcp Applied Technologies.
 - b. Blueskin TWF by Henry.
 - c. CCW-705-TWF by Carlisle.
 - d. Approved Equivalent.
- C. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads; compatible with ACQ lumber and contacted metals. Fasteners shall be 300 Series stainless steel or fluorocarbon-coated for corrosion resistance (stainless steel preferred).
 - 1. Sheet metal to wood blocking connections (concealed securement): No. 12 annular threaded stainless-steel nails minimum 1-1/2-inches long.
 - 2. Sheet metal to wood blocking connections and mechanical unit securement (exposed securement): Self-drilling, self-tapping, #12, hex-washer-head screws, 1-1/2-inch long, with metal-capped EPDM washers.
 - 3. Sheet metal to masonry wall connections: 1/4-inch diameter, concrete/masonry screws of sufficient length to penetrate substrate 1-1/2-inch minimum. Provide metal capped EPDM washers at exposed locations.
 - 4. Sheet metal to wood connections (concealed securement): minimum 1-inch long, #10, or #14 pan head screws.
 - 5. Fasteners for miscellaneous downspout connections: #10 screws, 1/2-inch long, minimum.
 - 6. Nuts and bolts for gutter assembly: 3/4-inch long, 3/16-inch diameter, sized to fit assembly.
 - 7. Pop Rivets: Stainless steel, closed end.
- D. Soldering: Flux for soldering shall conform to ASTM B32 Specifications. Solder shall be 50% block tin and 50% pig lead manufactured for use with stainless steel.
- E. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- F. Exposed elastomeric Sealant: ASTM C 920, one-component moisture curing polyurethane sealant; Type S, Grade NS, class 25, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight; Sonolastic NP 1 by Sonneborn or approved equal. For more information, or requirements for sealant at masonry control joints, refer to Division 07, "Joint Sealants".

- G. Concealed sealant for metal-to-metal connections: ASTM C 1311, single-component, butyl (polyisobutylene) rubber sealant, heavy bodied for hooked-type expansion joints with limited movement. For more information, refer Division 07, "Joint Sealants".
- H. Backer rod for sealant joints shall be round, continuous length, closed cell polyethylene, waxed surface of sufficient diameter to be compressed 25% of maximum joint width.
- I. Bituminous Coating to separate incompatible metals: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat.
- J. Band Clamps: Stainless steel, including screw-adjustable clamps; 1/2-inch wide.

2.3 FABRICATION

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- D. Expansion Provisions: Where lapped expansion provisions in Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- E. Provide concealed fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal, and in thickness not less than that of metal being secured.

2.4 FABRICATION SCHEDULE

- A. 24 Gage Galvalume (Kynar Finish)
 - 1. Misc. metal roof flashings (to match existing finish/color)
- B. Stainless-Steel (24 gauge)
 - 1. Masonry Through-Wall Flashings and skirts, (See Division 04, "Maintenance of Unit Masonry").

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that substrate and anchorage materials to receive sheet metal flashings are properly secured and aligned, without gaps, lumps, or offsets that may distort metal.

3.2 INSTALLATION, GENERAL

- A. Comply with SMACNA "Architectural Sheet Metal Manual" for minimum standards of materials and installation practices. Comply with Specifications and Drawings where SMACNA standards are exceeded.
- B. General: Anchor sheet metal flashing and trim and other components of Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- D. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- E. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and butyl sealant.
- F. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- G. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet, with no joints allowed within 18 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- H. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- I. Non-moving seams and joints on non-solderable metal shall be interlocked, filled with sealant, and riveted.
- J. Seal joints as required for watertight construction. Use elastomeric sealant for exposed conditions. Use butyl sealant for hidden conditions.

- K. Provide sheet metal closure components at transitions to rising walls and similar changes in plane for edge metal, parapet caps, expansion joint covers, and other termination flashings. Fully crimp and seal closures to continuous blind nailed cleats.
- L. Soldered Joints: Comply with SMACNA requirements. Use conduction soldering methods.
 - 1. Clean surfaces to be soldered, removing oils and foreign matter. Smooth irregularities and round edges. Pre-tin edges of sheets to be soldered to width of 1-1/2 inches except where pre-tinned surface would show in finished Work.
 - 2. Apply flux to surfaces to receive solder. Remove oxides and other impurities from joint.
 - 3. Position and immobilize parts to be soldered. Heat parts above fluid temperature of solder. Draw solder into joint, creating 1-inch wide lap. Allow to cool before moving parts.
 - 4. Remove flux and acid by cleaning with neutralizing agent.

3.3 METAL COMPONENT INSTALLATION

- A. Embedded Through-Wall Flashings
 - 1. Prepare sheathing or back-up (wall) surfaces and substrates so they are smooth and free from projections that could puncture flashing.
 - 2. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - a. Install embedded through wall flashings so as to avoid negative or "backward" slopes. Prior to fastening and covering with masonry veneer, confirm flashings have positive slope toward the exterior face of the wall.
 - 3. At ends of lintels, shelf angles, heads, and sills, extend flashing six inches (6") beyond opening or turn ends up not less than two inches (2") to form watertight end dams, or as otherwise indicated on the Drawings.
 - 4. Secure metal flashing (wall flange) to existing (concrete masonry) back-up wall with masonry fasteners (screws) at sixteen (16) inches on center (field verify existing back-up wall substrates).
 - 5. Laps:
 - a. Provide four-inch (4") minimum fully locked and soldered stainless steel section laps at 10-ft on center maximum lap spacing.
 - b. Strip in top edge of metal flashing and metal flashing section joints with flexible flashing as indicated on the Drawings.
 - 6. Flexible Membrane Flashing:
 - a. Prime all surfaces to receive flexible self-adhering membrane flashings.
 - b. Apply flashings on wall substrate, extend down over metal flashing wall flange and down onto horizontal through-wall flashing. Stop flexible flashing 1/4-inch back from outside face of wall/veneer.
 - c. Press or roll flexible membrane to ensure adhesion.
 - d. Apply termination bar and sealant along the top edge of the flexible membrane flashing to secure it to the back-up or structural wall and completely seal along the top edge. Secure termination bar with screws spaced 8" on center, typ.
 - e. Apply sealant at all flexible membrane laps and cut edges, typical throughout.

- f. Follow the manufacturer's published installation instructions that are specific to the use of flexible membrane flashings in embedded masonry flashing conditions.
- g. Inspect all metal and membrane flashings to ensure a weather resistant assembly prior to the installation of facing materials and masonry accessories.
- h. Refer to Division 07, Maintenance of Unit Masonry" for additional information.

B. Skirt Counterflashing

- 1. Fabricate skirt counterflashing to dimensions and shapes on Drawings.
- 2. Provide with minimum 3-inch wide sealant filled section laps, at joints not to exceed 10-feet in length. Pop-rivet lap-joints to secure. Mitered joints may be tabbed, pop-riveted and sealed.
- 3. Insert skirt flashings into pre-formed receiver along outside edge of the stainless-steel through-wall flashing and secure with screws as indicated in the Drawings, minimum 2 fasteners/screws per length of flashing
- 4. Provide sheet metal closures at open ends of flashings, set in sealant and secured with pop rivets.
- 5. Provide min. 2" wide wind clips as indicated, secure each clip with 2 fasteners, typ.

C. Existing Coping Cap

- 1. Carefully remove existing parapet coping cap sections where indicated on the Drawings and save for re-installation.
- 2. Perform flashing work then re-install coping cap sections.
- 3. Seal all laps in coping cap, to restore the joints to the original condition, and to make watertight.
- 4. Secure outside face of existing coping cap to existing cleats or hook strips.
- 5. Secure inside face of existing coping cap with screws and sealing washers to match the existing conditions and spacing.
- 6. Seal the wall flanges to the existing substrate and install the new wall counterflashing/skirt to the cover the wall flanges as indicated.

3.4 CLEANING

- A. Remove scrap metal, burrs, fasteners, and related debris from roof daily. Take precautions to prevent damage to roof membrane and flashings.

END OF SECTION 076200

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SECTION 079200 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. In general, the Contractor shall provide all labor, equipment, temporary protection, tools, and appliances necessary for the proper execution and completion of the work as required in the Specifications, in accordance with standard masonry practices, and as required by the material manufacturer, as amended. The work under this Section generally includes the following:
 - 1. Remove and replace sealant and backer (rod) materials at exterior vertical masonry (veneer) relief (control) joints located above the through-wall flashing locations as indicated on the Drawings.
 - 2. Install sealants at miscellaneous roof flashings.
 - 3. Install primer at all sealant joint substrates as required by the manufacturer to provide adequate adhesion
- B. Unit Prices:
 - 1. Technical requirements for related Unit Price work are defined in this section. Refer to Division 01 Section “Unit Prices” for quantities to be carried in the Base Bid and provided on the Bid Form.
 - 2. The unit price quantities included herein and in Section 01 22 00 are above and beyond what is shown on the drawings. The units shown to be replaced on the drawings are to be included in the Base Bid Scope of Work. Unit Prices shall be used to adjust the Contract Amount when changes in the work involving unit price items are made with the Owner’s prior approval. Allowances listed shall be carried in the Base Bid and are above and beyond those shown as being replaced on the drawings. This Unit Price Work shall be as described in Section 01 22 00 – Unit Prices.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Work Specified Elsewhere
 - 1. Division 04, “Maintenance of Unit Masonry”
 - 2. Division 07, “Flashing and Sheet Metal”

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

- B. Provide joint sealants for interior applications that establish and maintain airtight and water resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Procedures: In accordance with Division 01 requirements.
- B. Product Data: Submit manufacturer's product data sheets, installation instructions and/or general requirements for each component listed in Part 2.
- C. Safety Data: Submit manufacturer's Safety Data Sheets (SDS) for each product or component.
- D. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.5 QUALITY ASSURANCE

- A. Utilize skilled and experienced specialty workers to install work. Experienced trade workers shall be utilized for each aspect of work.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.
 - 1. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - b. Ongoing Field Testing: Refer to "Field Quality Control" Article (Part 3.3) to determine adhesion characteristics throughout the duration of the project. Locate test joints where indicated or as directed by Engineer.
 - 1) Notify Engineer seven (7) days in advance of dates and times when test joints will be erected.
 - 2) Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 3) Sealants not evidencing adhesive failure from testing, shall be considered satisfactory.
 - 2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 3. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
 - 1. 3 linear feet of sealant joint at vertical masonry joint location (with and without primer).
- D. Prepare, install, and cure all materials in accordance with these specifications and the manufacturer's instructions. Perform adhesion pull tests on trial sealant joint(s).
- E. Trial areas shall be repeated until acceptable results are obtained. The accepted work shall be a standard for all subsequent work.

1.6 SUBMITTALS

- A. Shop Drawings and Submittals shall be made in accordance with the General Conditions and Section 013300 – Shop Drawings and Submittals.
- B. Product Data: For each joint-sealant product indicated, including expansion and compression capabilities of the sealants.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Qualification Data: For Installer.
- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article (Part 1.5).
- F. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- G. Field Test Report Log: For each sealant application.
- H. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 degrees F.
 - 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.
- D. Coordinate sealant and caulking work with the work of other trades.

1.9 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within the specified warranty period.
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 URETHANE JOINT SEALANTS

- A. Single-Component Polyurethane Sealant for use at miscellaneous sheet metal roof flashings shall conform to ASTM C 920, Type S, Grade NS, Class 35, Uses NT, M, A, and O, such as Dymonic 100 as manufactured by Tremco, MasterSeal NP 1 by BASF, or approved equal.
- B. Single-component Polyurethane Sealant for use at vertical joints in brick masonry (veneer) shall conform to ASTM C 920, Type S, Grade NS, Class 50, Uses T, NT, M, and A such as Dymonic 100 as manufactured by Tremco, MasterSeal NP 1 by BASF, or approved equal.
- C. Color(s) shall match existing sealant and be submitted to designer of record for Owner approval. Colors shall be manufacturers available premium colors. Owner may require a minimum of two (2) sealant colors (an additional sealant color) to be installed at each new sealant joint type. Contractor will include multiple colors in his/her Bid.
- D. Sealant for concealed joints (e.g. metal-to-metal laps, beneath sills and thresholds, etc.) shall be one-part butyl sealant, conforming to ASTM C 1085.

2.2 ACCESSORIES

- A. Primer shall be non-staining type as manufactured or recommended by sealant manufacturer for each substrate.
- B. Joint cleaner shall be non-corrosive and non-staining as recommended by sealant manufacturer. Cleaner shall be totally compatible with sealant for each substrate.
- C. Bond breaker tape shall be pressure-sensitive tape as recommended by sealant manufacturer.
- D. Backer rod shall be continuous length, closed-cell polyethylene foam, as recommended by sealant manufacturer. Backer rod shall be compressible, resilient, non-waxing, non-extruding, and non-staining. Backer rod shall be of sufficient size to be compressed 30% of maximum joint width and shall be totally compatible with sealant, primer, and substrates. Backers shall conform to requirements of ASTM C 962 - Type A, ASTM D 1622, ASTM D 1623, and ASTM D 5249 such as Green Rod by Nomaco or approved equal.
- E. Masking material shall be commercially available masking tape of appropriate width or other material recommended by sealant manufacturer. Self-adhesive masking materials shall be of low tack and completely strippable, leaving no adhesive residue behind when removed.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 3. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
 4. Remove loose mill scale from steel surfaces by sandblasting or scraping and wire brushing where sandblasting is impractical. Remove protective coatings from the steel surface and residue on the steel.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION – GENERAL

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless a more stringent requirement applies.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability. Provide a 2:1 width to depth ratio unless otherwise indicated by the manufacturer.
1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet prior to sealant application and replace with dry materials.
 4. Provide approximately 30% compression of backer materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints, and as required to prevent 3-sided adhesion.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
 4. Prime substrates as recommended by the manufacturer or as demonstrated by testing.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 4. Do not use fingers to tool.
 5. Unsightly or poorly tooled sealant joints may be subject to replacement at the discretion of the Owner's Representative and shall be reworked to the satisfaction of the owner.
- G. Installation of Preformed Foam Sealants (only as applicable): Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates in coordination with the sealant manufacturers technical representative. Testing shall be as follows:
1. Extent of Testing: Test completed and cured sealant joints in coordination with the following building components:
 - a. Control joints in masonry veneer.
 2. LDG Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- B. If sealant is accidentally applied to masonry or other porous surfaces in the vicinity of the work, remove with solvent in accordance with the manufacturer's written instructions. For excess sealant installed on masonry and other porous surfaces at the joint, allow sealant to cure for 24 hours and remove by wire brushing or sanding. Remove any debris resulting from this process. For excess sealant installed on metal and other non-porous surfaces, remove the excess sealant

with a solvent moistened cloth and remove solvent residue in accordance with the manufacturer's recommendations.

3.5 PROTECTION

- A. Protect the areas adjacent to joints from accidental sealant smears during installation. Masking tape and plastic sheeting can be used for protection, but should be removed 5 to 10 minutes after installation of the sealant joint. Ensure no tape residue remains after removal of the temporary protection.
- B. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration, damage or discoloration at time of Substantial Completion. If, despite such protection, damage, discoloration or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 COMPENSATION

- A. The amount of exterior sealant joints and backer materials to be replaced beyond that designated on the Drawings is not known at this time. Replacement of more or less than that carried in the Base Bid amount will adjust the Contract Amount at the Unit Price established in the Contract. Refer to Division 04, "Maintenance of Unit Masonry" for additional information.

END OF SECTION 079200