



# *Project Manual*

**RENOVATE BASKETBALL COURT  
PROJECT NO. 2548107**

**BLUE LAKE ELEMENTARY SCHOOL  
282 BLUE LAKE AVE  
DELAND, FL 32724**

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

**CIVIL**

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

**DATE: 02/10/2025**

**09/19/2025  
REVISED: 10/03/2025**



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SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

Facility Name: Blue Lake Elementary  
Project Name: Renovate Basketball Court  
VCS Project No.: 2548107

All references herein that conflict with processes, procedures, or other terms outlined in the Owner contracts, as associated with this Project, the Owner contracts shall take precedence.

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**Note:**

Project \$200,000 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 \$200,000 utilize the 625 Standard Form of Agreement (Proposals).

Specific documents listed above may not apply to this 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: Blue Lake Elementary  
Project Name: Renovate Basketball Court  
VCS Project No.: 2548107

*(Insert remainder of specification sections below to complete the table of contents.)*

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SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

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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) Blue Lake Elementary School, (Project Name) Renovate Basketball Court, VCS Project Number 2548107, will be received by the School Board of Volusia County Florida, until (date) November 12, 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) October 29, 2025, (time) 10:00 am at (location) 282 North Blue Lake Ave., DeLand, FL 32724. **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. To pre-qualify contact Purchasing, 200 North Clara Avenue, DeLand Florida 32720; telephone (386)734-7190.

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.

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

The School Board of Volusia County Florida

Jamie Haynes, 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:** BLUE LAKE ELEMENTARY SCHOOL  
**PROJECT NAME:** RENOVATE BASKETBALL COURT  
**PROJECT NUMBER:** 2548107  
**OWNER:** THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA  
**ENGINEER:** GALE ASSOCIATES \SOUTH\, INC.

**BID DATE AND TIME:** November 12, 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:** October 29, 2025 at 10:00 AM  
**LOCATION:** 282 North Blue Lake Ave.  
DeLand, FL 32824

**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:**  
Sixty (60) 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 Dr., Suite 3033, Altramonte Springs, FL 32714, 407-599-7031

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 one hundred dollars and zero cents (\$100.00) 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: Blue Lake Elementary School  
Project Name: Renovate Basketball Court  
VCS Project No.: 2548107

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: (Replace existing fence and gates)**

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

☐ add / ☐ deduct \_\_\_\_\_

(\$\_\_\_\_\_).

**UNIT PRICES - No unit prices for this project.**

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

**UNIT PRICE A: (insert description here)**

If the owner elects to proceed with Unit Price A, 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 sixty (60) 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: Blue Lake Elementary School  
Project Name: Renovate Basketball Court  
VCS Project Number: 2548107

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. Earthwork        | _____                |
| 2. Paving           | _____                |



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

Facility Name: Blue Lake Elementary School  
Project Name: Renovate Basketball Court  
VCS Project No.: 2548107

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.

|                            |                       |
|----------------------------|-----------------------|
| _____<br><i>Print Name</i> | _____<br><i>Title</i> |
| _____<br><i>Signature</i>  | _____<br><i>Date</i>  |



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

Facility Name: Blue Lake Elementary School  
Project Name: Renovate Basketball Court  
VCS Project No.: 2548107

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<br>(Description) | Units of Measure<br>(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.

Initial

AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor (as modified by Licensee)  
School Board of Volusia County Florida  
Contractor

This document produced under VCS AIA License Order No. \_\_\_\_ which expires \_\_\_\_.

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## 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 RESOLUTIONS
- 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:

☐ The date of this Agreement.

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

☐ 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.)

[ 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 of 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

Initial AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor (as modified by Licensee)

School Board of Volusia County Florida

Contractor

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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 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 Document.

§ 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;
- .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.)*

Retainage, not to exceed five percent (5%), shall be withheld from each progress payment to the Contractor for Projects with a total cost of construction services identified in the contract of more than two hundred thousand dollars (\$200,000.00), 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:

\_\_\_\_\_  
**§ 5.2 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 party to this Agreement, to serve as the Initial Decision Maker.  
(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.

§ 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 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 Drawings

**Exhibit**

B

**Title**

List of Drawings

**Date**

.5 Specifications

**Exhibit**

C

**Title**

List of Specifications

**Date**

.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.

.7 Other Exhibits:

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

Supplemental and other Conditions of the Contract:

Initial

AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor (as modified by Licensee)

School Board of Volusia County Florida

Contractor

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**.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.)*

\_\_\_\_\_

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

School Board of Volusia County Florida

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_, Board Chair  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_, Superintendent  
(Printed name and title)

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
(Printed name and title)

Initial

AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor (as modified by Licensee)

School Board of Volusia County Florida

Contractor

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## Exhibit A – Insurance and Bonds to AIA Document A101 – 2017 Agreement

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)

\_\_\_\_\_

### 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~~ 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~~. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § 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 Contractor shall be responsible for all co-insurance penalties.

Initial

Exhibit A, Insurance and Bonds, to AIA Document A101-2017 (as modified by Licensee)

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§ 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.)

- ☐ § 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.
- ☒ § 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.
- ☐ § 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.
- ☐ § 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.
- ☐ § 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.
- ☐ § 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.
- ☐ § 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 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.)

☒ § 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.)

☐ § 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, 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 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

§ 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;
- .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.

§ 3.2.3 Automobile Liability covering vehicles owned, hired, leased and non-owned vehicles used, by the Construction Manager, 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 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 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.

§ 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.

§ 3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager 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.

§ 3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager 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.

§ 3.2.10 Coverage under Sections 3.2.8 and 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.

§ 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.

§ 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.)*

§ 3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section 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 ] § 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~~. 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 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.)*

- ☐ § 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.
- ☐ § 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.
- ☒ § 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.
- ☐ § 3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- ☐ § 3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

#### Coverage

#### Limits

#### § A.3.4 Performance Bond and Payment Bond

§ 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, as follows:

*(Specify type and penal sum of bonds.)*

~~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.

§ 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

Initial

Exhibit A, Insurance and Bonds, to AIA Document A101-2017 (as modified by Licensee)

School Board of Volusia County Florida

Contractor

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.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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Initial

Exhibit A, Insurance and Bonds, to AIA Document A101-2017 (as modified by Licensee)

School Board of Volusia County Florida

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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)

\_\_\_\_\_

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- 1 GENERAL PROVISIONS
- 2 OWNER
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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 (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 (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.~~

§ 1.1.2.1 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 Architect~~ Initial Decision Maker 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

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 intended ~~indicated~~ 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, if any, with those of later date having precedence over those of earlier date
- .5 Specifications
- .6 Drawings

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

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

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

## § 1.3 Capitalization

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

#### § 1.4 Interpretation

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

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

§ 1.5.1 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

§ 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. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.7.2 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
  - .2 utilize Procore Tools to manage specific data based documents and information; and
  - .3 collaborate and communicate with the Owner and Consultants within the Procore software; and
  - .4 modify the drawings within the Procore software throughout the Project in order to create as built drawings; and

- .5 other Owner assigned and/or required Procore software processes necessary for the successful completion of the Project.

#### § 1.8 Building Information Models Use and Reliance

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

#### § 1.9 Public Records Compliance

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

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

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

#### ARTICLE 2 OWNER

##### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The 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. 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.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information

shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 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. 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.

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

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

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

## § 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner ~~shall~~ may, at Owner's sole discretion, retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner ~~shall~~ may employ a successor ~~to whom the Contractor has no reasonable objection and~~ 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 such survey 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

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

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

§ 3.3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor 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 Equal Opportunity

§ 3.4.2.1 ~~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.~~ 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 may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or other appropriate written directive by the Owner ~~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.~~

#### § 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, 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 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 in accordance with the laws of the state and other taxing authorities in the jurisdiction where the Project is located ~~provided by the Contractor~~ 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. The Contractor shall comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, including the Occupational Safety and Health Administration Act of 1970 (OSHA) as amended from time to time.

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

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

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. No adjustment in Contract Sum or Contract Time shall be allowed pursuant to this Article to the extent the concealed or unknown condition should have been reasonably discovered by the Contractor during pre-bid site inspections, review, or preconstruction services. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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

#### § 3.7.7 E-Verify

§ 3.7.7.1 State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02) requires all agencies under the direction of the Governor to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify system. Further, in conjunction with Section 448.095 F.S., the Contractor is directed to include as a condition of all contracts for the provision of goods or services to the School Board of Volusia County in excess of nominal value, an express requirement that the Contractor utilizes the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that the Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. To enroll in the E-Verify system employers should visit [www.e-verify.gov](http://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~~ within thirty (30) days after ~~being awarded~~ 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 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. No payment shall be due until this schedule is submitted and approved. 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 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.

§ 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, Documents and Samples at the Site

§ 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 as built drawings to the Owner shall be a condition precedent to Final Payment. Completed as built drawings shall be submitted as paper documents and on CD or DVD in combined PDF format.

§ 3.11.2 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 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

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

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

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

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

### § 3.13 Use of Site

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

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

Specifications, or ~~other documents~~ Instruments of Service prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### § 3.18 Indemnification

§ 3.18.1 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 attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense is (1) attributed to bodily injury, sickness, disease or death, or to injury 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 any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exist as to any party or person described in this Article. 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, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense 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 party or person described in this Section 3.18.

§ 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 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 date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent 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.

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§ 4.2.8 The Architect will prepare Change Orders ~~and Construction Change Directives, 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 no later than fifteen (15) days after receipt of the request ~~within any time limits agreed upon or otherwise with reasonable promptness.~~

§ 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 Subcontractors must be properly licensed in accordance with Florida law. 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.~~

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if without due cause ~~unless the Owner or Architect makes reasonable objection to such substitution.~~ 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.

§ 5.4.1.3 When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and 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 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.~~

## 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, 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 or (2) shall require that the Contractor provide for such coordination, which the Contractor shall perform when directed by Owner to do so. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.2.6 If any Subcontractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any settlement, judgment or award against the Owner arises therefrom, the Contractor shall pay or

satisfy it and shall indemnify and reimburse the Owner for all monies paid or to be paid including attorneys' fees and court or other costs which the Owner has incurred.

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, ~~Construction Change Directive~~ 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~~, 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, 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;

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School Board of Volusia County Florida

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- .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.

§ 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

§ 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.

§ 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

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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 and approved by the Owner. ~~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. 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~~.

§ 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 Except as provided in Subparagraph 8.3.2, no adjustment in Contract Sum shall be made for any delays hereunder and no damages shall be paid by the Owner for such delay. The Contractor shall delay or suspend the progress of the Work, or of any part thereof, whenever he shall be so required by written order of the Owner, and for such periods of time as the Owner may order, providing that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the Contract Time for the Work so suspended or of Work delayed by such suspension shall be extended for a period equivalent to the time lost by reason of the suspension(s), except when the Contractor is notified to suspend Work on account of faulty construction or construction methods that endanger the

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

§ 8.3.2 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. Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 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 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. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 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.~~

### § 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 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.~~

§ 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 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 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 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. 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 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.

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

§ 9.8.6 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. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.8.7 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, 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 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); and

.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 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. 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.

§ 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 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 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, or in accordance with final determination by the Architect. 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, Work in the affected area shall resume upon 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.

§ 10.3.3 The Contractor shall not be required, pursuant to Article 13, perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB). 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.

§ 10.3.4 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. 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.

§ 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.

Initial

AIA Document A201-2017, General Conditions of the Contract for Construction (as modified by Licensee)

School Board of Volusia County Florida

Contractor

This document produced under VCS AIA License Order No. \_\_\_\_\_ which expires \_\_\_\_\_.

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#### § 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.

§ 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-

Initial

AIA Document A201-2017, General Conditions of the Contract for Construction (as modified by Licensee)

School Board of Volusia County Florida

Contractor

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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.

### § 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 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 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. If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 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 ~~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 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. 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.~~

§ 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.~~

### § 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 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.

§ 13.4.3 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 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~~
- ~~.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 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;
- .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; 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,~~ 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~~ 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 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

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. 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.~~

### § 15.1.3 Notice of Claims

~~§ 15.1.3.1 Claims by either 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. 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 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.~~

§ 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 accordingly ~~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:

- .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 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 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 Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner. 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 shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days 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 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 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 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 approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and litigation. 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, of any change in the Contract Sum or Contract Time or both. The initial decision 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.

§ 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.~~

§ 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.~~

§ 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,~~ shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 ~~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. 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.~~

§ 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 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. 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.

§ 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

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

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

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

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

#### § 15.4.4 Consolidation or Joinder

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

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

### **CONTRACTOR'S APPLICATION FOR PAYMENT**

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

|                                                                    |        |
|--------------------------------------------------------------------|--------|
| 1. ORIGINAL CONTRACT SUM .....                                     | \$0.00 |
| 2. NET CHANGE BY CHANGE ORDERS .....                               | \$0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) .....                         | \$0.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....       | \$0.00 |
| 5. RETAINAGE:                                                      |        |
| a. 0 % of Completed Work<br>(Column D + E on G703)                 | \$0.00 |
| b. 0 % of Stored Material<br>(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.

APPLICATION NO:

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 \_\_\_\_\_, Engineer, 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:

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

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

☐ Personally known to me    ☐ Produced ID

\_\_\_\_\_  
*(Type of ID, if applicable)*

# AIA<sup>®</sup> Document G707A<sup>™</sup> – 1994

## ***Consent of Surety to Reduction in or Partial Release of Retainage***

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

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

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves 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<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

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

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

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
(Seal):

\_\_\_\_\_  
*(Printed name and title)*



**CONTRACTOR AFFIDAVIT**  
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA  
FAC DOCUMENT 661

PURSUANT TO SECTION 713.06(3), FLORIDA STATUTES

TO: SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

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

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 \_\_\_\_\_, Engineer, 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:

|                                      |                                        |
|--------------------------------------|----------------------------------------|
| _____<br>(Witness Signature)         | _____<br>(Contractor Signature) (SEAL) |
| _____<br>(Print or Type Name, Title) | _____<br>(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

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

☐ Personally known to me    ☐ Produced ID

\_\_\_\_\_  
(Type of ID, if applicable)

## SECTION 010100 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED SECTIONS

- A. Section 01 3114 – Conduct of the Work
- B. Section 02 2113 – Existing Conditions

#### 1.3 GENERAL SCOPE OF WORK

- A. The Basketball Courts Renovation Project at Blue Lake Elementary School shall include:
  - 1. The resurfacing of the existing asphalt and a new resilient court surface.
  - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
  - 3. All other work indicated on the contract plans and/or specifications.

#### 1.4 TIME OF COMPLETION

- A. Start Construction – T.B.D.
- B. Substantial Completion of Court Reconstruction – 60 Days from Start of Construction.
- C. Final Completion of Court Reconstruction – T.B.D.
- D. Prior to construction, the Contractor shall provide a detailed Gantt Chart schedule noting the start and end date of each task to be completed. The schedule shall include submission dates for key product submittals.

#### 1.5 TESTING

- A. The Contractor will retain and pay for the services of a certified independent testing laboratory in good standing to perform inspections, tests and other services required by the Specification including the expense of all failed tests, including retests as required to obtain approval. Contractor shall submit testing lab certifications and qualifications to the

Owner for approval. However, the Owner shall pay for testing of concrete. The Contractor shall coordinate and schedule concrete testing.

1.6 MEETINGS

- A. A competent representative of the Contractor who is familiar with the site and progress of the work is required to attend weekly jobsite meeting during the period of construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 013114 – CONDUCT OF THE WORK

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS (PCR), which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED SECTIONS

- A. Section 01 0100 – Summary of Work
- B. Section 02 2113 – Existing Conditions

#### 1.3 PROJECT MANAGEMENT

- A. Adjacent school buildings proximate to the project sites may not be occupied during construction. The Contractor will take all necessary precautions to ensure the public safety and convenience of the occupants during construction. Use of any on-sites structures by the Contractor, proximate to the work site as a construction office, will not be allowed unless the Owner gives express written consent.
- B. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- C. Unless specifically authorized by the Owner, in writing, the work must be conducted between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be done on holidays or Sundays, other than for emergencies or as approved by the Owner. Work may be allowed on Saturdays, provided the Contractor obtains the Owner's written approval at least one week prior to the date of such work.
- D. The Contractor is responsible for the security of partially completed work until the Owner accepts the project.
- E. There will be no storage of materials, tools, and/or equipment within any of the adjacent buildings. The Owner, in writing, must authorize any storage within the college facilities.
- F. Only materials and/or equipment intended and necessary for immediate use will be brought onto the sites. At the end of each workday and at the completion of each phase of work, equipment and leftover or unused materials will be removed from the sites.

#### 1.4 SHUTDOWN OF SERVICES

- A. The Contractor's attention is especially called to the fact that the continuous operation of services for the Owner is mandatory. The work cannot result in the shutdown of any major utilities in adjacent facilities without the Owner's consent, in writing. If the Owner will not allow this shutdown, but wants instead a temporary means of supplying said services, the Contractor will supply all labor, materials or whatever may be required to supply said temporary services, at no extra cost to the Owner and in accordance with the state and local regulations on health and safety.

#### 1.5 COORDINATION

- A. At the pre-construction conference, the Contractor will submit to the Owner for approval, a detailed project progress schedule showing the sequence of operations. The progress schedule will be in a Gantt chart or CPM format with tasks on the critical path clearly identified. The progress schedule must reflect achievements of the required substantial and final completion dates. The Owner may request a revised progress schedule at any point in the project when the working progress schedule is determined to be out of date. The Owner must approve any changes to this operational plan.
- B. The Contractor must retain on the worksites, during the work's progress, a competent, full-time representative, satisfactory to the Owner. This representative will not be changed, except with the consent of the Owner. The representative will be in full charge of the work and all instructions given to this person by the Engineer will be binding.
- C. The Contractor must supply to the Owner the home/mobile telephone number of responsible persons who may be contacted during non-work-hours for emergencies on the Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 013302 – SUBMITTAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED DOCUMENTS

- A. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

#### 1.3 GENERAL PROCEDURES FOR SUBMITTALS

- A. Submittal Register: Within seven (7) days of receipt of a Notice to Proceed, the Contractor will furnish to the Engineer a complete listing of all submittals (Shop Drawings, Manufacturer's Data, Samples, etc.) required by these specifications in tabular form. This form will include columns sufficient to manage and track the submission and action for each submission. The Contractor will revise and update this form upon request of the Engineer.
- B. Schedule of Values: Within seven (7) days of receipt of a Notice to Proceed, the Contractor will furnish to the Engineer a Schedule of Values for review and approval. The Contractor will revise and update this form upon request of the Engineer.
- C. Timeliness: The Contractor will transmit each submittal to the Engineer sufficiently in advance of performing related Work or other applicable activities so that the installation is not delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Engineer in advance of the Work.
- D. Sequence: The Contractor will transmit each submittal in a sequence which will not result in the Engineer's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- E. Contractor's Review and Approval: Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Engineer. Submittals will be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose (first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.

- F. Engineer's Action: The Engineer will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
1. Final Unrestricted Release: Where marked "Approved" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
  2. Final-But-Restricted Release: When marked "Approved As Noted" the Work may proceed provided it complies with the Engineer's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend on these compliance's.
  3. Returned for Resubmittal: When marked "Revise and Resubmit" or "Disapproved", the Work covered by the submittal (such as purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Engineer's notations stating the reasons for returning the submittal.
- G. Processing: All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract will be included in the Contract Sum.

#### 1.4 OR EQUALS

- A. Definition: Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission will be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" will be considered synonymous.
- B. In no case may an item be furnished on the Work other than the item named or described, unless the Engineer, will consider the item equal to the item so named or described.
- C. The equality of items offered as "equal" to items named or described will be proved to the satisfaction of the Engineer at the expense of the Contractor submitting the substitution.
- D. The Engineer and/or the Owner may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor will bear full cost for providing, delivering, and disposal of all such samples.
- E. The Contractor will assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work which may be caused by such substitution.
- F. Or Equal Approval Process: On the transmittal, or on a separate sheet attached to the submission, the Contractor will direct attention to any deviations, including minor limitations and variations, from the Contract Documents.

1. The Contractor will submit to the Engineers for consideration of any or-equal substitution a written point-by-point comparison containing the name and full particulars of the proposed product and the product named or described in the Contract Documents.
2. Such submittal will in no event be made later than 10 calendar days prior to the incorporation of the item into the Work. This requirement may be waived by the Engineer upon written request.
3. Upon receipt of a written request for approval of an or-equal substitution, the Engineer will investigate whether the proposed item will be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Engineer will promptly advise the Contractor that the item is, or is not, considered acceptable as an Or-Equal substitution. Such written notice must have the concurrence of the Owner.

#### 1.5 SUBMISSION OF SHOP DRAWINGS

- A. Shop Drawings will be complete and to scale, giving all information necessary or requested in the individual section of the specifications. They will also show adjoining Work and details of connection thereto.
- B. Shop Drawings will be for whole systems. Partial submissions will not be accepted.
- C. The Engineer reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings will be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Engineer's stamp.
- E. The Contractor will submit to the Engineer legible shop drawings. Shop drawings shall be electronic PDF Format.
- F. When the shop drawing is returned by the Engineer with the stamp "Revise and Resubmit", "Submit Specified Items" or "Rejected", the Contractor will correct the original drawing or prepare a new drawing and resubmit to the Engineer for approval. This procedure will be repeated until the Engineer's approval is obtained.
- G. When the shop drawing is returned by the Engineer with the stamp "Approved" or "Make Corrections Noted", the Contractor will provide and distribute the drawing for all Contractors and Subcontractors use.
- H. The Contractor will maintain one full set of approved shop drawings at the site. The Contractor will produce a set of coordination drawings before the installation of any electrical work.

- I. Changes on the submitted shop drawings that deviate from the Design Drawings must be brought to the Owners and Designers attention in writing prior to review. Changes must be clearly visible on the shop drawings in the form of written notation, ballooning or highlighting the intended change. A written description for the proposed change must also be included and submitted on company letterhead. Changes to drawings and details not submitted in accordance with these requirements will not be recognized as an approved deviation from the Design of Record. Construction repairs, renovations or replacements required as a result of shop drawing and submittal deviations that are not documented in accordance with these requirements are subject to removal and/or replacement by the Contractor, at the sole cost of the Contractor.

#### 1.6 SUBMISSION OF PRODUCT DATA

- A. The Contractor will submit Product Data to the Engineer via electronic PDF Format. All such data will be specific and identification of material or equipment submitted will be clearly marked in ink. Data of general nature will not be accepted.
- B. Product Data will be accompanied by a transmittal notice. The Contractor's stamp of approval will appear on the information itself, in a location which will not impair legibility.
- C. Product Data returned by the Engineer as "Rejected" will be resubmitted until the Engineers approval is obtained.
- D. When the Product Data is acceptable, the Engineer will stamp them "Approved" or "Make Corrections Noted", and return to the Contractor. The Contractor will provide and distribute as may be required to complete the Work.
- E. The Contractor will maintain one full set of approved, Product Data at the site.

#### 1.7 SUBMISSION OF SAMPLES

- A. Unless otherwise specified in the individual section, the Contractor will submit two (2) specimens of each sample required for submission.
- B. Samples will be of adequate size to permit proper evaluation of materials. Where variations in color or in other characteristics are to be expected, samples will show the maximum range of variation. Materials exceeding the variation of approved samples will not be approved on the Work.
- C. Samples which can be conveniently mailed will be sent directly to the Engineer, accompanied by a transmittal notice. All transmittals will be stamped with the Contractor's approval stamp of the material submitted.
- D. All other samples will be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval will be mailed to the Engineer.

- E. If a sample is rejected by the Engineer, a new sample will be resubmitted in the manner specified herein above. This procedure will be repeated until the sample is approved by the Engineer.
- F. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not particular mention is made in the specifications, at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not used)

END OF SECTION

## SECTION 015000 – TEMPORARY FACILITIES

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 GENERAL REQUIREMENTS

- A. The Contractor will be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such, prior to Substantial Completion, must be with the concurrence of the Engineer. The Contractor bears full responsibility for providing any facility removed prior to Substantial Completion
- B. Removal of all temporary facilities will be a condition precedent to Substantial Completion unless directed otherwise by the Engineer or specifically noted in the Specifications.
- C. The Contractor must comply with all safety laws and regulations of the State of Florida, the United States Government, and local government agencies applicable to Work under this contract. The Contractor's attention is directed to the State Florida, Department of Labor and Industries Regulations.
- D. Submittals:
  - 1. Within seven (7) days from a Notice to Proceed, the Contractor will submit for the approval of the Engineer a site layout plan indicating the location of all temporary facilities described within this Specification.
  - 2. Shop drawings showing proposed project sign (if applicable).
  - 3. Manufacturer's Data for proposed field offices (if applicable).

#### 1.3 FIELD OFFICES

- A. A field office is not required for this project.

#### 1.4 TEMPORARY TELEPHONES

- A. The Contractor will provide a cell phone on site at all times with the same phone number. This will be the number that the Engineer or Owner may contact in times of emergency.

1.5 TEMPORARY TOILETS

- A. The Contractor will provide and service an adequate number of toilet booths, with chemical type toilets.
- B. The toilets will be maintained by the Contractor in a clean and orderly condition, in compliance with all local and state health requirements.
- C. Under no circumstances will the Contractor's personnel be allowed to use Owner's toilets.

1.6 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor will be responsible for providing and maintaining temporary fencing or barricades around the construction site, as may be necessary to ensure the safety of all persons authorized or unauthorized. Such protective measures will be located and constructed as required by local, state and federal ordinances, laws, codes, or regulations and as required by the Engineer or Owner. The contractor will provide at the pre-construction conference a site operation plan that indicates construction entrance, lay down areas, stock pile areas, and construction fencing locations for Owner review.

1.7 TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. The Contractor will provide such storage sheds, temporary buildings or trailers, as required for the performance of the Contract. Subcontractors will provide their own temporary buildings and trailers. The locations of such items are to be approved by the Engineer.
- B. Materials will be handled, stored, installed, cleaned and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.
- C. The Contractor must obtain the permission of the Owner for the use of any storage facilities available on site, but the Owner assumes no responsibility for articles stored.

1.8 HOISTING FACILITIES

- A. Except as otherwise specified, the Contractor will provide, operate, and remove material hoists, cranes and other hoisting, as required for the performance of the Work by all trades. All such hoisting service will be without cost to the Subcontractors.

1.9 TEMPORARY WATER

- A. The Contractor may make use of the available water supply at the site for construction purposes, provided the permission of the Owner is obtained beforehand and only as long as the water is metered and paid for by the contractor. If onsite water is not available the contractor is responsible for supplying temporary water.
- B. The Contractor will provide all necessary backflow preventers, piping, and hoses to utilize the available sources of water.
- C. The Contractor will provide an adequate supply of cool drinking water, with individual drinking cups, for personnel on the job.

1.10 TEMPORARY ELECTRICITY

- A. The Contractor may make use of the electricity as available at the site as long as the electricity is metered and paid for by the contractor, provided that the Contractor will supply proper adapters and extension cords. Power requirements that cannot be met with onsite power will be the responsibility of the Contractor.
  - 1. Where heavy duty electric equipment drawing current in excess of 15 amperes is involved, the Contractor will provide temporary service to supply the power.
  - 2. The temporary electric service will include, but not be limited to, labor, materials and equipment necessary to supply temporary power of adequate capacity for the project.
  - 3. Transformers and meters, when required by the power company, will be furnished by the power company and the Contractor will pay the costs thereof.
- B. Temporary electrical Work will be performed under the direct supervision of at least one master electrician, who will be present on the project at all times when such work is being performed.
- C. All temporary work will be provided in conformity with the National Electric Code, state and local laws, and the requirements of the power company.
- D. Dismantle and completely remove from the project site all temporary electrical facilities, only when the permanent electrical system is operational and accepted by the Engineer.
- E. Electrical permits will be the responsibility of the Contractor to obtain.

1.11 WEATHER PROTECTION

- A. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the manufacturer of various materials to be installed or the Owner for the execution of the Work. This provision will not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

Blue Lake Elementary School  
Renovate Basketball Court  
DeLand, FL  
Gale JN 678414

END OF SECTION

## SECTION 017000 – PROJECT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED DOCUMENTS

- A. Consult the individual sections of the specifications for specific items required under those sections.

#### 1.3 PERMITS

- A. The Contractor will coordinate the efforts of all Subcontractors and obtain any final permits that may be required.

#### 1.4 SUBSTANTIAL COMPLETION

- A. Prior to requesting Substantial Completion, the Contractor will make a thorough inspection of the Work. During this inspection, the Contractor will prepare a comprehensive list of all items remaining to be completed or corrected. This list will include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.
- B. Upon completion of the items, noted on the Contractor's list, the Contractor will notify the Engineer that the Work is Substantially Complete. The Engineer will then conduct a similar thorough inspection. If the Engineer agrees that the Work is Substantially Complete, the Engineer will promptly make a thorough inspection and prepare a punch list, setting forth, in accurate detail, any items on the Contractor's list in addition to items that are not acceptable or incomplete. The Contractor will coordinate all Subcontractors to achieve prompt completion of the punch list.
- C. The Contractor will not be relieved of the responsibility to provide Contract items omitted on the Engineer's punch list.
- D. If the Engineer determines that the Work is not substantially complete, the Engineer will inform the Contractor of those items that must be completed before the Engineer will prepare a punch list. Upon completion of those items, the Contractor will again request the Engineer to prepare a punch list.
- E. When the punch list has been prepared, the Engineer will arrange a meeting with the

Contractor and Subcontractors to identify and explain all punch list items and answer questions on work which must be done before final acceptance.

- F. The Engineer may revise the punch list, from time to time, to ensure that all items of Work are properly completed.
- G. The Engineer will prepare the Certificate of Substantial Completion.

#### 1.5 RECORD DRAWINGS

- A. See Section 01 7123 – Surveys and Record Drawings

#### 1.6 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Consult the individual sections of the specifications for the specific requirements for those sections and for further details and descriptions of the requirements
- B. Prior to final payment and completion, the Contractor will provide all Operating Manuals and Maintenance Instructions, as required by the Contract Documents.

##### C. Operating Instructions and Manuals

- 1. Subcontractors, installers and suppliers will furnish to the Contractor two (2) sets of operating and maintenance instructions of all equipment furnished and installed by them.
- 2. The Contractor will collect all of the above instructions, bind them into two (2) complete sets and submit them to the Engineer who will deliver them to the Owner.
- 3. Submission of operating and maintenance instructions will be a condition precedent to final payment.

##### D. Instruction of Owner's Personnel

- 1. Where specified, in the individual sections of the specifications, the Contractor and Subcontractor will instruct the Owner's personnel at the site in the use and maintenance of equipment installed under the Contract.
- 2. Submission to the Engineer of a Certificate of Compliance to this requirement, signed by the Contractor and the Owner's Representative, will be a condition precedent to final payment.

#### 1.7 FINAL COMPLETION

- A. Full Release of Retainage

1. Upon completion of all work, and after receipt of all appropriate marked up As-Built Drawings, Operating Manuals, Warranties, Guarantees and Spare Parts required by the Contract Documents, the Engineer will prepare the Certificate of Final Completion.
2. The Contractor's signature on this Certificate will be notarized.
3. The Contractor will provide a final Application for Payment to complement the close-out process.

1.8 Partial Release of Retainage

- A. If, within sixty (60) days after Substantial Completion, any of the items on the Engineer's punch list are not complete or if the Contractor has not provided the appropriate marked up As-Built Drawings, Operating Manuals, Warranties, Guarantees, or Spare Parts, the Engineer will assign a monetary value for each incomplete item as well as any other items, and the Engineer will prepare a Certificate for Partial Release of Retainage.
  1. If the Engineer is required to prepare a Certificate for Partial Release of Retainage, the Contractor will still complete all remaining Work.
  2. The Contractor's signature on this Certificate will be notarized.
  3. The Contractor may make a request for additional Releases of Retainage when portions of the Work listed on the Engineer's punch list have been satisfactorily completed. Each request will be accompanied by a new application for payment and a new signed and notarized Certificate for Partial Release of Retainage.
  4. Upon completion of all remaining items, the Final Release of Retainage will be processed in accordance with Paragraph A above.

END OF SECTION

## SECTION 017123 – SURVEYS AND RECORD DRAWINGS

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RECORD DRAWINGS

- A. Prior to final payment, the Contractor will engage a Professional Land Surveyor (PLS) to complete an “on-the ground” detailed survey and provide an as-built plan of all facilities within the limit of work. This includes grading, field layout, fencing, utilities, walkways, and all other related amenities within the project scope. The final submitted as-built will be stamped by a Professional Land Surveyor registered in Florida, demonstrating compliance with all NFHS, American Sports Builders Association (ASBA), and Americans with Disabilities Act (ADA) requirements for layout, geometry, striping and slope requirements. An electronic version of the as-built plan in AutoCAD 2012 format shall be provided. As-Built drawings that consist of the Engineer’s electronic design file will not be accepted.
- B. Record Drawings will consist of all the Contract Drawings with mark-ups made during construction.
- C. From the sets of drawings furnished by the Owner, the Contractor will reserve one (1) set for record purposes.
- D. The Contractor will keep their marked-up record set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This will include the location and dimensions of underground and concealed Work and any variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order, or instructions by the Engineer will be recorded. Marked-up record drawings will be prepared for the entire project and include all Work, including, but not limited to:
- E. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically, at ten foot (10’) intervals and at all changes of direction.
- F. The Engineer may periodically inspect the marked-up record drawings at the site. The proper and current maintenance of the information required on these drawings will be a condition precedent to approval of the monthly applications for payment.

- G. At Substantial Completion, the Contractor will submit the complete set of marked-up as-built drawings to the Engineer. The Contractor will check all marked-up record drawings prepared by subcontractors and certify, in writing, on the title sheet of the drawings, that they are complete and correct prior to submission to the Engineer.
- H. The Engineer will review the marked-up record drawings and verify by letter to the Owner that the Work is complete. The Contractor will incorporate any and all changes into the as-built drawings.
- I. The Contractor may make a written request for copies of the completed Record Drawings. The Contractor will reimburse the Owner directly for the cost of printing of any requested Record Drawings.
- J. Submission of accurate marked-up record drawings, as-built drawings and their approval by the Engineer will be a condition precedent to final payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 017419 – CLEANING UP

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED DOCUMENTS

- A. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

#### 1.3 CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations to comply with local ordinances, anti-pollution laws and the Owner.
- B. Do not burn or bury rubbish and waste materials on the site.
- C. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- D. Do not dispose of wastes into streams or waterways.
- E. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- F. Maintain the site free from accumulations of waste, debris and rubbish.
- G. Provide on-site containers for collection of waste materials and rubbish.
- H. At the end of each day, remove and legally dispose of waste materials and rubbish from site.
- I. Schedule cleaning operations so that dust and other contaminants, resulting from cleaning process, will not fall on wet, newly applied surfaces.
- J. Disposal of materials will be in compliance with all applicable laws, ordinances, codes and by-laws.

#### 1.4 FINAL CLEANING

- A. Prior to submitting a request to the Engineer to certify Substantial Completion of the Work, the Contractor will inspect all spaces and verify that all waste materials, rubbish, tools, equipment, machinery and surplus materials have been removed, and that all sight-exposed surfaces are clean. Leave the Project clean and ready for occupancy.
- B. Unless otherwise specified under other sections of the Specifications, the Contractor

will perform final cleaning operations as herein specified prior to final inspection.

- C. Cleaning will include all surfaces which Contractor has had access to, whether new or existing.
- D. Employ experienced workmen or professional cleaners for final cleaning.
- E. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- F. Use cleaning materials which will not create a hazard to health or property and will not damage surfaces.
- G. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.
- H. Repair, patch and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- I. In cleaning items with manufacturer's finish, or items previously finished by a Subcontractor, care will be taken not to damage such manufacturer's or Subcontractor's finish. Any damage to finishes caused by cleaning operations will be repaired at the Contractor's expense.
- J. Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.
- K. The Owner's responsibility for cleaning commences at Substantial Completion and transfer of occupancy from the Contractor to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 017600 – PROTECTION

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 PROTECTION OF PERSONS & PROPERTIES

- A. All Owner facilities may be occupied during construction. The Contractor will take all necessary precautions to ensure public safety and convenience of the occupants during construction
- B. Any damage to buildings, roads, (public and private), bituminous concrete areas, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. will be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
- C. The Contractor will patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work, at no expense to the Owner. All repair and replacement work will match the existing in kind and appearance.

#### 1.3 TEMPORARY PROTECTION

- A. The Contractor Will:
- B. Protect all existing vegetation to remain that is in proximity to the site work required for completion of the construction project.
- C. Protect the private property of the Owner. Any areas damaged by the Contractor will be restored to the original condition or compensated at the Contractor's expense.
- D. After the installation of the Work by any Subcontractor is completed, the Contractor will be responsible for its protection and for repairing, replacing or cleaning any such Work, which has been damaged by other trades or by any other cause, so that all Work is in first class condition at the time of Substantial Completion.

#### 1.4 ACCESS

- A. The Contractor will, at all times, leave an unobstructed way along walks, parking lots and roadways outside the indicated limit of work and will maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.

1.5 SECURITY

- A. The Contractor will be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.
- B. Where excavation is involved, the Contractor will be responsible for providing continuous watchmen service, as necessary, to insure adequate protection of the general public.

1.6 NOISE AND DUST CONTROL

- A. The Contractor will take special measures to protect the neighbors and general public from noise, dust and other disturbances, as needed, and/or directed by the Owner throughout construction by:
  - i. Keeping common pedestrian and vehicular circulation areas clean and unobstructed
  - ii. Applying water or other dust palliatives, as needed, for dust mitigation.
  - iii. Keeping all loose trash picked up and preventing it from blowing outside the limit or work.

1.7 FIRE PROTECTION

- A. The Contractor will take necessary precautions to insure against fire during construction. The Contractor will be responsible to ensure that the area within contract limits is kept orderly and clean and all combustible rubbish and construction debris is promptly removed from the site.
- B. Installation of equipment suitable for fire protection will be done as soon as possible after commencement of the Work.

1.8 WIND PROTECTION

- A. Should high wind or severe weather warnings be issued by the U.S. Weather Bureau, the Contractor will take every precaution to minimize danger to persons, to the Work and to the adjacent property.

1.9 WEATHER PROTECTION

- A. The Contractor will provide Weather Protection, as required by Specification Section 01 5000, Temporary Facilities, and any other specific requirements of the Contract Documents.

1.10 COORDINATION - NOTIFICATIONS

- A. The Contractor will coordinate all work activities with the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 022113 – EXISTING CONDITIONS

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 RELATED SECTIONS

- A. Section 01 0100 – Summary of Work
- B. Section 01 3114 – Conduct of the Work

#### 1.3 EXISTING CONDITIONS

- A. Before submitting a bid, the Contractor will make a thorough examination of the conditions at the site, checking the requirements of the Plans and Specifications with the existing conditions.
- B. No claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to estimate properly the quantities, locations and measurements of all items required to complete the work, which could be discerned from visiting the site and a thorough review of the Bid Documents, Drawings and Specifications.
- C. The Contractor will report any discrepancies to the Engineer and request an interpretation prior to bid submission. Discrepancies discovered after award of Contract will be handled as detailed in the General Conditions.
- D. The Specifications include a Geotechnical Exploration Report provided for information only. The Contractor shall remove all topsoil and organic material from beneath areas to receive pavements, and structures. The Contractor assumes any risk associated with conclusions drawn from this information. If additional investigation is required, the Contractor shall contact the Engineer to obtain permission to perform site investigations prior to start of construction.
- E. Existing Utilities exist on site and are shown on the drawings for reference only. Locations shown do not relieve the Contractor from the responsibility for accurately locating and protecting utilities in place. The Contractor is responsible for repair and replacement of all utilities to remain that are damaged by his work.

1.4 SUBMITTALS

- A. The Contractor will submit a field verification plan of all utilities within limit of work and submit to Engineer for review and approval.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 023000 – SUBSURFACE INVESTIGATION

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 SUBSURFACE INVESTIGATION

- A. Information Not Guaranteed: Information on the Drawings and in the Project Manual relating to subsurface conditions, natural phenomena, and existing utilities and structures is from the best sources presently available. Such information is furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this information is not guaranteed. The Contractor shall field verify and locate existing utilities prior to construction. The Contractor shall utilize a third party utility locator as necessary. The Contractor shall coordinate with SUNSHINE STATE ONE CALL (811 or 800-432-4770) at least 72-hours prior to excavation.

#### 1.3 CONFIRMATION OF GRADES AND UTILITIES

- A. Prior to commencement of site excavating operations, the Contractor shall compare existing site grading and proposed new site grading. Where existing utilities are indicated but their inverts or depths are not, exploratory excavating shall be performed to assure that sufficient earth coverage will be attained during the course of new site grading.
  - 1. Utilities existing on the site shall be carefully protected from damage and relocated or removed as required by the work. When an active utility line is exposed during construction, its location and elevation shall be plotted on the record drawings and the Engineer, and the utility Owner notified in writing.
  - 2. If exploratory excavating confirms that the depth of existing utilities will be negatively impacted by proposed new grades (i.e., will be too shallow or become exposed), immediately notify the Engineer. Do not proceed with work in such areas until instructions are issued by the Engineer. Continue work in other areas.

1.4 CONFIRMATION OF INTEGRITY OF ADJACENT STRUCTURES

- A. Prior to commencement of site excavating operations, the Contractor shall compare depths of existing structures and proposed depths of new utilities. Where existing structures are indicated but their depths are not, exploratory excavating shall be performed to assure that proposed new excavations adjacent to them, or in near proximity of them, will not undermine the structural integrity of the existing structures. The Contractor shall be responsible for providing shoring as necessary to protect existing site appurtenances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 024113 – SELECTIVE SITE DEMOLITION

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 SUMMARY

- A. Work to include the demolition of indicated existing asphalt, topsoil, and grass.
- B. Except for items or materials indicated to be reused, salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option and in full compliance with all applicable disposal regulations.

#### 1.3 DESCRIPTION OF WORK

- A. Work Included:
  - 1. Demolition and removal of selected site elements as required for new work. Refer to the Drawings for additional requirements.
  - 2. Salvage of existing items to be reused or turned over to the owner.
  - 3. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the owner, all existing removed materials, items, trash, unsuitable soils, stumps and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
  - 4. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
  - 5. Scheduling and sequencing operations without interrupting utilities serving occupied areas. If interruption is required, obtain written permission from the utility company. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted, and schedule interruption when the least amount of inconvenience will result.

- B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 01 5000 - TEMPORARY FACILITIES: Maintenance of access, cleaning during construction, dust and noise control.

#### 1.4 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 the Owner ready for reuse, at a location designated by the Owner. Protect from weather until accepted by Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- 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.

#### 1.5 MATERIALS OWNERSHIP

- A. Where indicated on plan, Historic items, relics, and similar objects including, but not limited to, ornamental signage, metalwork, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value that may be encountered during demolition shall remain property of the Owner as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.
- B. Excess topsoil: Refer to Site Clearing 31 1000.
- C. Except for materials indicated to be stockpiled, reused, or to remain as the Owner's property, cleared materials shall become the Contractor's property and shall be removed from the site.

#### 1.6 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure Owner's on-site operations are uninterrupted if applicable.
  2. Coordination of Owner's continuing occupancy of portions of existing site.
  3. Means of protection for items to remain and items in path of removal.

- B. Submit photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations. Submit photographs of existing items to be removed and reinstalled to record original condition of objects to be retained.

1.7 RECORD DRAWINGS

- A. Record drawings at Project Closeout shall be in accordance with Division 1.
- B. Identify and accurately locate capped utilities and other subsurface conditions.

1.8 REGULATORY REQUIREMENTS

- A. Comply with governing State and EPA notification regulations, before starting selective demolition. Comply with the hauling and disposal regulations of any authorities having jurisdiction.
- B. The Owner will occupy portions of the facilities and fields immediately adjacent to selective demolition areas. Conduct selective demolition so that the Owner's operations will not be disrupted. Provide not less than 72 hours of notice to the Owner of activities (if any) that may affect the Owner's operations.
- C. The Owner assumes no responsibility for the actual condition of facilities or items to be selectively demolished or removed and reused.
- D. Storage or sale of removed items or materials on-site will not be permitted without the Owner's permission.

1.9 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.

1.10 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 existing warranties.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 EXECUTION

- A. Prior to commencing any excavation or demolition, the Contractor shall take all actions necessary to fully protect the existing facilities from damage. The Contractor shall take all actions required to repair any damage and return the fields to their existing conditions.
- B. Survey the condition of the site to determine whether removing any element might result in the undesirable damage of any portion of the adjacent facilities during selective demolition.
- C. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Conduct demolition operations and remove debris to ensure minimum interference with roads, parking lots, streets, walks and other adjacent occupied and utilized facilities.
- E. Conduct demolition operations to prevent injury to people and damage to adjacent buildings, facilities and site improvements to remain. Ensure safe passage of people around selective demolition areas.
- F. Use water mist and other suitable methods, as necessary, to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- G. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- H. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to conditions existing before the start of selective demolition.
- I. Demolish and remove existing construction only to the extent required by new construction and as indicated. The Contractor is to be responsible for any cutting and patching that is required.
- J. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- K. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- L. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

- M. Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- N. Do not burn demolished materials.
- O. Transport demolished materials off the Owner's property and legally dispose of them, if they are not designated for salvage by the Owner or reuse.
- P. In areas where bituminous concrete is to be removed, the edge of any bituminous concrete to remain must be a sawcut edge.
- Q. Items to be removed and reset may be stored on site, at a location approved by the Owner.
- R. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

### 3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 01 5000 - TEMPORARY FACILITIES.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.

### 3.3 DISCOVERY OF HAZARDOUS MATERIALS

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Designer of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.
- B. If unmarked containers are discovered during the course of the work, cease work in the affected area only and immediately notify the Designer of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Take immediate precautions to prohibit endangering the containers integrity. Continue work

in other areas.

### 3.4 CUTTING

- A. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 01 7419 - CLEANING UP and the following.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
    - A. Burning: Do not burn demolished materials.
    - B. Burning: Do not burn demolished materials.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

## SECTION 116833 – ATHLETIC EQUIPMENT

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS (PCR), which are hereby made a part of this Section of the Specifications.

#### 1.2 WORK INCLUDED

- A. Provide all equipment and materials, and do all Work necessary to furnish, assemble and install the athletic field equipment, (fixed and non-fixed), as indicated on the Drawings and as specified herein. Certain items shall be carried as Alternate Bid items. All items shall be included in the base bid unless labeled as (ALTERNATE).
- B. All equipment and materials shall meet or exceed the National Federation of State High School Associations (NFHS) and the American Sports Builders Association (ASBA) Rules and Regulations.

#### 1.3 RELATED WORK

- A. Examine the Contract Documents for requirements that affect the work of this Section.

#### 1.4 SUBMITTALS

- A. Shop Drawings of each equipment item, including foundations and footings to be installed will be submitted for the Engineer's approval. Indicate methods for allowing each item to properly drain.
- B. Catalog Cuts, manufacturer's data and manufacturer's installation instructions will be submitted on each item of non-fixed and fixed field equipment to be provided in accordance with this Specification.

#### 1.5 PRODUCT DELIVERY AND STORAGE

- A. Materials, when delivered to site, will be stacked and stored above the ground and under protective coverings, or indoors, in such a manner as to insure proper drainage, ventilation and protection.
- B. Non-fixed equipment will be delivered to the site and stored local to the project site, as directed by the Owner and/or the Engineer.

## PART 2 - PRODUCTS

### 2.1 BASKETBALL GOALS

- A. Regulation basketball goals (2) shall be 10-foot high from the top of goal to the playing surfacing. The goals shall be designed to withstand wind loads of up to 155 miles per hour.
- B. Basketball goals (8) shall be 95" high from the top of the goal to the playing surfacing with 4' gooseneck poles. The goals shall be designed to withstand wind loads of up to 155 miles per hour.
- C. Contractor shall provide foundation design stamped by a professional engineer licensed in the state of Florida prior to installation.

## PART 3 - EXECUTION

### 3.1 ATHLETIC FIELD EQUIPMENT

- A. Establishment of subgrade will be completed under Division 31 – Earth Moving.
- B. Install equipment at the locations indicated on the Drawings and in strict accordance with the manufacturer's printed instructions. All non-fixed equipment will be assembled by the Contractor.
- C. Equipment footings shall be installed prior to installation of surrounding pavement base or turf base stone, and any finished paving or turf.
- D. For Concrete footing requirements refer to Division 3 of this specification and Manufacturers installation instructions.

### 3.2 CLEANING

- A. Upon completion of the Work in any given area, remove all rubbish and debris from the Work area and leave it in clean condition.

END OF SECTION

## SECTION 311000 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Protecting existing trees and vegetation to remain, including temporary fencing for trees in close proximity to construction operations.
  - 2. Removing existing trees and vegetation indicated to be removed.
  - 3. Stripping topsoil.
  - 4. Removing above and below grade site improvements.
  - 5. Disconnecting, capping or sealing of utilities as required.
- B. Alternates: N/A
- C. Items to Be Installed Only: Not Applicable.

#### 1.3 RELATED WORK

- A. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
  - 1. Section 31 2000 – EARTH MOVING for soil materials, excavating, backfilling, and site grading and removal of site utilities.
  - 2. Section 31 2500 – EROSION AND SEDIMENTATION CONTROLS for required erosion and sedimentation control measures.

1.4 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to remain the Owner's property, cleared materials shall become Contractor's property and shall be removed from the Project site and disposed of legally offsite.

1.6 SUBMITTALS

- A. Photographs sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Section 01 7000 - PROJECT CLOSEOUT identifying and accurately locating capped utilities and other sub-surface structural, electrical, and mechanical conditions.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until erosion and sedimentation control measures are in place.

- E. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place or outside of the limit of work. Protect improvements on adjoining properties and on Owner's property.
  - 1. Restore improvements damaged by Contractor's clearing activities to their original condition, at no additional expense to the Commonwealth.

## PART 2 – PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to the Owner.

### 3.2 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within fenced area.
  - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
  - 3. Maintain fenced area free of weeds and trash.
  - 4. Except as otherwise directed, cutting and trimming of existing trees will not be permitted.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as

possible.

1. Cover exposed roots with burlap and water regularly.
  2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  4. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by the Engineer.
1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
  2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the Engineer.

### 3.3 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify the Owner not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without the Owner's written permission.

### 3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade in landscaped areas. Completely remove stumps and roots under pavement, sidewalks and building footprint.
  4. Use only hand methods for grubbing within tree protection zone.
  5. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, or as otherwise noted, unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

### 3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent saturation, windblown dust or contamination by air-borne weed seed.
1. Limit height of topsoil stockpiles to 72 inches.
  2. Do not stockpile topsoil within tree protection zones.
  3. Surround stockpiles with silt fence.

### 3.6 EXCESS TOPSOIL

- A. Topsoil that has been stripped and stockpiled but is not needed after the completion of all final topsoil spreading and grassing, shall become the property of the Contractor and shall be removed and disposed of offsite.

### 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

### 3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, boulders, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off the Owner's property.
  - 1. Burning and burying on site is prohibited.
  - 2. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION

## SECTION 312000-EARTH MOVING

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Preparing subgrades for structures and landscaping.
  - 2. Excavating and backfilling for pavements and structures.
  - 3. Drainage course for slabs-on-grade.
  - 4. Subgrade for concrete pavements.
  - 5. Base course for asphalt paving.
  - 6. Excavating and backfilling for utility trenches.
  - 7. Remove and replace unsuitable existing fill material.

#### 1.3 Alternates: Not Applicable.

#### 1.4 Items To Be Installed Only: Not Applicable.

#### 1.5 Items To Be Furnished Only: Not Applicable.

1.6 Related Work:

- A. The following items are not included in this Section and will be performed under the designated Sections:
  - 1. Section 31 1000 - SITE CLEARING for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
  - 2. Section 31 2500 – EROSION AND SEDIMENTATION CONTROLS for temporary erosion and sedimentation control measures.

1.7 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subgrade and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Designer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
  - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Designer. Unauthorized excavation, as well as remedial work directed by Designer, shall be without additional compensation.
- G. Fill: Suitable soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs,

mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, drainage fill, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.8 SITE INVESTIGATION

- A. The Contractor shall satisfy himself to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, groundwater table or similar physical conditions at the site, the confirmation of subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of work and other matters which can affect the work or the cost thereof under this contract. Failure by the Contractor to acquaint himself with all information concerning these conditions will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

#### 1.9 SUBSURFACE DATA

- A. Variations in existing ground or subsurface soil conditions from those indicated on the test pit or boring logs shall not constitute grounds for changes in contract price or completion dates of this contract.

#### 1.10 SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of plastic warning tape.
  - 2. Geotextile.
  - 3. Controlled low-strength material, including design mixture.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 1557 for each onsite and borrow soil material proposed for fill and backfill.
- C. Pre-excavation Photographs and Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork

begins. Maintain catalog of up-to-date photographs at the site.

1.11 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by Designer and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify the Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without the Owner's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.12 QUALITY CONTROL

- A. Compaction and materials testing results shall be submitted to the Engineer for review as outlined in the following sections.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Common Fill: Imported Common Fill should consist of Satisfactory Soils having a maximum particle size of 6 inches and no more than 25 percent by weight passing the US No. 200 sieve.
- D. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- E. Base Course: Material meeting the minimum requirements for GRADED AGGREGATE BASE, as defined by the Florida Department of Transportation Standard Specifications

for Road and Bridge Construction. Limerock Bearing Ratio (LBR) value to be 100 at a minimum. The gradation requirements for Graded Aggregate Base are as follows:

| Percent Passing |           |
|-----------------|-----------|
| Sieve Size      | By Weight |
| 2 in.           | 100       |
| 1½ in.          | 95-100    |
| ¾ in.           | 65-90     |
| No. 4           | 35-60     |
| No. 50          | 5-25      |
| No. 200         | 0-10      |

- F. Bedding Course: Bedding course for utilities shall comply with the requirements of Sand listed below.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 4; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve; or as indicated on drawings.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- J. Free draining angular washed stone: Imported angular double washed stone with particle size ranging from ¾ inch to 1-1/2 inch.

## 2.2 GEOTEXTILES

- A. Geotextile Filter Fabric: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
  - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
  - 4. Tear Strength: 56 lbf; ASTM D 4533.
  - 5. Puncture Strength: 56 lbf; ASTM D 4833.

6. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
  7. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Geotextile Stabilization Fabric: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
  2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
  3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
  4. Tear Strength: 90 lbf; ASTM D 4533.
  5. Puncture Strength: 90 lbf; ASTM D 4833.
  6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
  7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

### 2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sewer systems.
  6. Purple: Reclaimed water systems.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Section 31 1000 - SITE CLEARING.
- C. Protect and maintain erosion and sedimentation controls, which are specified in Section 32 2500 – EROSION CONTROL, during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Dispose of contaminated water in accordance with regulations of authorities having jurisdiction.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### 3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include soil materials and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.

3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

### 3.8 OVER-EXCAVATION OF UNSUITABLE SOILS

- A. When approved by the Engineer, the Contractor may be required to remove unsuitable soils, fill, or natural soil materials in areas where fills are to be placed when determined to be undesirable in their location or condition. The Contractor shall be required to remove the undesirable material and backfill with approved material properly compacted.
- B. At locations where unstable soil is identified, the removal and replacement of such soil shall be as directed as recommended by the Engineer.
- C. At locations where soil is wet of optimum moisture, the Contractor shall provide a "good faith" effort in drying and disking these areas prior to completing over-excavation as approved by the Engineer.
- D. Where over-excavations are required adjacent or beneath the location of the proposed drainage structure, undercut and backfill shall be done over a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.
- E. All material removed in the work of over-excavation will be classified by the Engineer and Owner as either suitable for other use without excessive manipulation and utilized by the Contractor elsewhere in the work, or unsuitable for future use and disposed of by the Contractor as directed by the Engineer.
- F. The Contractor shall conduct over-excavation operations in such a way that the necessary measurements can be taken before any backfill is placed.
- G. Backfill in over-excavation areas shall be placed as a continuous operation along with the over-excavation operation. Backfill materials shall be consistent with the intended use. No backfill material shall be placed in water unless otherwise permitted by the Engineer.

### 3.9 SUBGRADE INSPECTION

- A. Notify Designer when excavations have reached required subgrade.
- B. If Designer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed and specified herein.
- C. Proof-roll subgrade below the building slabs and pavements with suitable equipment, as specified herein, to identify soft pockets and areas of excess yielding. During the proof-rolling process, the subgrade shall be reviewed by the Engineer to identify unstable zones. Where fine-grained subgrades are present, proof-rolling may need to be accomplished statically, to reduce the potential for disturbing the subgrade. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  2. Proof-roll with minimum 10-ton vibratory rollers or a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons, in open areas or a minimum 1-ton walk-behind roller or large plate compactor in trenches or confined areas.
  3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Designer, and replace with compacted backfill or fill as recommended by the Engineer.
- D. The Contractor shall be responsible for maintaining stable soil subgrades. Fine-grained subgrade soils exposed during construction are anticipated to be easily disturbed by construction traffic and are likely to become unstable when above the optimum moisture content. The Contractor shall be responsible for managing construction traffic, stockpiling of materials, and providing routine maintenance to protect subgrades from disturbance. Where subgrades are damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, they shall be reconstructed as directed by the Designer, without additional compensation.

### 3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Alternatively, the unauthorized excavation may be backfilled to design elevation using appropriate soil for the intended use. Lean concrete fill, with 28-day compressive strength of 2500 psi may also be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

### 3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees, if applicable.

### 3.12 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, sub-drainage, damp-proofing, water-proofing, and perimeter insulation.
2. Observing and accepting subgrade.

3. Surveying locations of underground utilities for Record Documents.
  4. Testing and inspecting underground utilities.
  5. Removing concrete formwork.
  6. Removing trash and debris.
  7. Removing temporary shoring and bracing, and sheeting.
  8. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 3000 - CAST-IN-PLACE CONCRETE.
- D. Place and compact initial backfill of subbase material free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.14 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as shown on the plans and details.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.
- D. All soils to be compacted to a minimum of 98% of its maximum density at optimum moisture content or as otherwise specified.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent; and areas within 10 feet of structures, building slabs, steps, and pavements at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.

4. For utility trenches, compact each layer of initial and final backfill soil material at 98 percent.

### 3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1/2 inch. Tolerance will not alleviate the contractor's responsibility to meet required slopes in Accessible areas.
  3. Pavements: Plus or minus 1/4 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.18 BASE COURSES

- A. Place base course on subgrades free of mud or deleterious material.
- B. On prepared subgrade, place base course under pavements and walks as follows:
  1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  2. Place base course material under hot-mix asphalt pavement.
  3. Shape base course to required crown elevations and cross-slope grades.
  4. Place base course 6 inches or less in compacted thickness in a single layer.
  5. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

6. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 1557.

### 3.19 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, debris and unsuitable materials.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### 3.20 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent materials testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Designer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  1. Paved Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
  2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the property.

END OF SECTION

## SECTION 312500 - EROSION AND SEDIMENTATION CONTROLS

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Control measures to prevent all erosion, siltation and sedimentation of wetlands, waterways, construction areas, adjacent areas and off-site areas.
  2. Control measures shall be accomplished adjacent to or in the following work areas:
    - a. Soil stockpiles and on-site storage and staging areas.
    - b. Cut and fill slopes and other stripped and graded areas.
    - c. Constructed and existing swales and ditches.
    - d. Protection of drainage structure inlets.
    - e. At edge of wetlands areas, if applicable, as shown on Drawings.
    - f. Protection of stockpile areas.
  3. Additional means of protection shall be provided by the Contractor as required for continued or unforeseen erosion problems, at no additional cost to the Owner
  4. Periodic maintenance of all sediment control structures shall be provided to ensure intended purpose is accomplished. Sediment control measures shall be in working condition at the end of each day.

5. On a weekly basis and after any significant rainfall, sediment control structures shall be inspected for integrity. Any damaged device shall be corrected immediately.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
  1. Section 31 1000 – SITE CLEARING for protection of existing trees and other vegetation to remain.
  2. Section 31 2000 – EARTH MOVING for soil materials, excavating, backfilling, and site grading and removal of site utilities.

### 1.3 QUALITY ASSURANCE

- A. If required, the Contractor shall develop, submit, and comply with the requirements of Stormwater Pollution Prevention Plan (SWPPP) prepared for the NPDES permit, and all other applicable requirements of governing authorities having jurisdiction. The specifications and drawings are not represented as being comprehensive, but rather convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property. It shall be the responsibility of the Contractor to prepare the required SWPPP plan and to file for a Construction General Permit through the EPA at least 7-business days prior to the start of work. The Contractor shall prepare the SWPPP in advance and submit to Engineer and Town for review. The Engineer may review and request changes / modifications as required.
  1. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to a sediment and erosion control plan specific to the site that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction whichever is more stringent.
  2. Regulatory Order of Conditions (Included in appendix)
- B. Erosion control measures shall be established at the beginning of construction and maintained during the entire period of construction. On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.
- C. All land-disturbing activities are to be planned and conducted to minimize the size of the area to be exposed at any one time, and the length of time of exposure.

- D. Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.
- E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving stream bed, provide measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream.
- F. All land-disturbing activities are to be planned and conducted so as to minimize off-site sedimentation damage.
- G. The Contractor is responsible for cleaning out and disposing of all sediment once the storage capacity of the sediment facility is reduced by one-half.
- H. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- I. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Stakes: Stakes for bales shall be one of the following materials: Wood stakes of sound hardwood 2 by 2 inches in size or steel reinforcing bars of at least No. 4 size. Lengths shall be approximately three feet.
- B. Siltation Fence: Fabricated or prefabricated unit consisting of the following filter fabric properties:

|                                        |          |                     |
|----------------------------------------|----------|---------------------|
| 1) Grab Tensile Strength               | 90       | ASTM D1682          |
| 2) Elongation at Failure (%)           | 50       | ASTM D1682          |
| 3) Mullen Burst Strength (PSI)         | 190      | ASTM D3786          |
| 4) Puncture Strength (lbs)             | 70       | ASTMD751(modified)  |
| 5) Slurry Flow Rate (gal/min/sf)       | 0.5      | Virginia DOT VTM-51 |
| 6) Equivalent Opening Size             | 40-80 US | Std Sieve CW-02215  |
| 7) Ultraviolet Radiation Stability (%) | 90       | ASTM G26            |
- C. Fencing: Steel posts shall be standard 6 foot long metal stamped drive stakes commonly used to support snow fences. Fencing shall be new four foot height wood lath snow fencing. Provide suitable steel staples or heavy nylon cord for securing filter cloth to support system.

- D. Silt Socks: The silt socks for construction of erosion control devices shall be 12" in diameter. In areas of slope greater than 2:1(horizontal: vertical), silt sock must be secured in place by stakes. Silt socks shall be either lapped or butted at the ends to create a continuous line.
- E. Protective Measures: As temporary coverings on ground areas subject to erosion, provide one of the following protective measures, and as directed by the Engineer:
  - 1. Hay or straw temporary mulch, 100 pounds per 1,000 square feet.
  - 2. Wood fiber cellulose temporary mulch, 35 pounds per 1,000 square feet.
  - 3. Tackifier for anchoring mulch or straw shall be a non-petroleum based liquid bonding agent specifically made for anchoring hay or straw.
  - 4. Provide natural (jute, wood excelsior) or man-made (glass fiber) covering with suitable staples or anchors to secure to ground surface. Note that wire stapes and non-biodegradable coverings shall not be used for any area that will be mown turf.
  - 5. Temporary vegetative cover for graded areas shall be undamaged, air dry threshed straw or hay free of undesirable weed seed.
  - 6. Provide temporary settling basis as shown on the contract drawings and described in the specifications.
- F. Stone for Stabilized Construction Entrance: Shall be as shown on plans and in accordance with the FDEP and local requirements.

### PART 3 - EXECUTION

#### 3.1 STABILIZED CONSTRUCTION ENTRANCE AND STONE BERMS

- A. Stone as specified above.
- B. Length: As effective, but not less than 50 feet.
- C. Thickness: Not less than 6 inches.
- D. Width: Not less than full width of all points on ingress or egress, but not less than 12 feet.
- E. Washing: When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with crushed stone which drains into an approved sediment trap or sediment basin. All sediment shall be prevented from entering any storm drain, ditch, or watercourse through the use of sand bags, gravel boards or other approved methods.
- F. Maintenance: The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-or-way. This may require periodic top

dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spoiled, dropped, washed or tracked onto public rights-of-way must be removed immediately.

- G. Place crushed stone berms in locations required and as directed. Berms shall have side slopes of 1:3 or less.
- H. Inspect stone berms periodically and replace and/or regrade crushed stone as required.

### 3.2 SILT FENCING

- A. Excavate a 6 inch trench along the upstream side of the desired fence location.
- B. Drive fence posts a minimum of 1'-6" into the ground. Install fence, well-staked at maximum eight foot intervals in locations as shown on Drawings. Secure fabric to fence and bury fabric end within the six inch deep trench cut.
- C. Lay lower 12 inches of silt fence into the trench, 6 inches deep and 6 inches wide. Backfill trench and compact.
- D. Overlap joints in fabric at post to prevent leakage of silt at seam.

### 3.3 VEGETATIVE STABILIZATION / TEMPORARY SEEDING

- A. Grassing shall be applied according to FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, the SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) and the VOLUSIA COUNTY SCHOOLS standards

### 3.4 INLET PROTECTION

- A. Install silt fence or straw bales around inlet as specified herein.

### 3.5 DUST CONTROL

- A. Throughout the construction period the Contractor shall carry on an active program for the control of fugitive dust within all site construction zones, or areas disturbed as a result of construction. Control methods shall include the following: Apply calcium chloride at a uniform rate of one and one-half (1 ½) pounds per square yard in areas subject to blowing. For emergency control of dust apply water to affected areas. The source of supply and the method of application for water are the responsibility of the contractor.
- B. The frequency and methods of application for fugitive dust control shall be as directed by the Engineer.

### 3.6 TEMPORARY PROTECTIVE COVERINGS (AFTER GROWING SEASON)

- A. Place temporary covering for erosion and sedimentation control on all areas that have

been graded and left exposed after October 30. Contractor shall have the choice to use either or both of the methods described herein.

- B. Hay or straw shall be anchored in-place by one of the following methods and as approved by the Engineer: Mechanical "crimping" with a tractor drawn device specifically devised to cut mulch into top two inches of soil surface or application of non-petroleum based liquid tackifier, applied at a rate and in accordance with manufacturer's instructions for specific mulch material utilized.
- C. Placement of mesh or blanket matting and anchoring in place shall be in accordance with manufacturer's printed instructions.
- D. Inspect protective coverings periodically and reset or replace materials as required.

3.7 SILT SOCKS

- A. Silt Socks shall be constructed and installed as required prior to the start of work.

END OF SECTION

## SECTION 321216 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 DESCRIPTION OF WORK

- A. Work Included: Work under this section includes the installation of asphalt pavement to a total compacted thickness indicated in the Contract Drawings. All existing pavement damaged or displaced as a result of the construction operations will be restored in accordance with the requirements for this Section.
- B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
  - 1. Section 31 2000 - EARTH MOVING for aggregate base courses and for aggregate pavement shoulders.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
  - 1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Material Certificates: For each paving material, from manufacturer.
- D. Nuclear density gauge field density test results for finish grade.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).
- B. Regulatory Requirements: Unless otherwise superseded by this specification, comply with materials, workmanship, and other applicable requirements of the FLORIDA

DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and county regulations for hot-mix asphalt paving work.

1. Unless otherwise superseded by this specification, comply with requirements of the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and local standards, including supplemental specifications and special provisions.
  2. Comply with requirements of the Americans with Disabilities Act (ADA) and the Florida Architectural Access Board (FAAB). If these requirements cannot be met with the grades and slopes indicated on the plans, notify the Engineer immediately.
  3. Comply with requirements of the local authority having jurisdiction concerning the location and construction of accessible curb cuts.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.
1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
    - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
    - b. Review condition of subgrade and preparatory work.
    - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
    - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

#### 1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate

cure, or if the following conditions are not met:

1. Tack Coat: Minimum surface temperature of 60 deg F.
  2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
  3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- C. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F.

## PART 2 - PRODUCTS

### 2.1 GRAVEL BASE:

- A. Base Aggregate as specified in Section 32 1123 Aggregate Base Course.

### 2.2 MINERAL AGGREGATE

- A. Conform to FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Per Section 901, coarse aggregate shall consist of naturally occurring materials such as gravel, or resulting from the crushing of parent rock, to include natural rock, slags, expanded clays and shales (lightweight aggregates) and other approved inert materials with similar characteristics, having hard, strong durable particles, conforming to the specific requirements of Section 901.

Per Section 902, fine aggregate shall consist of natural silica sand, screenings, local materials, or subject to approval, other inert materials with similar characteristics, or combination thereof, having hard, strong, durable particles, conforming to the specific requirements of Section 902.

### 2.3 BITUMINOUS MATERIALS

- A. Bituminous materials shall conform to the requirements of FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B. Bitumen delivered to a project or to a mix plant must be accompanied by a proper certificate signed by the producer's authorized representative. Shipments of material not accompanied by a certificate will not be accepted for use in the work.
- C. Bituminous Concrete Paving shall be per FLORIDA DEPARTMENT OF

TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION and local standards.

- D. Tack coat shall consist of either emulsified asphalt conforming to FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine exposed Subbase and Base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

- A. If applicable, clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

3.3 PATCHING (If Applicable)

- A. Existing Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Existing Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
  - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.

2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

### 3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.5 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  1. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
- D. The permanent bituminous concrete pavement surface courses shall be provided in accordance with details and the applicable requirements of FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and local regulations. The surface shall be rolled free of any roller marks, ridges, and voids, and shall be repaired if directed.

### 3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

### 3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: ASTM D 2041, per FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and local standards.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Type SP-9.5 Asphalt Course: 2 inches thickness (two lifts at 1 inch each), or as indicated on drawings.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within FDOT Specification tolerances and ASBA standards as determined by using a 10-foot straight-edge applied transversely or longitudinally to paved areas.

### 3.9 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Designer.
- B. Allow paving to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

### 3.10 FIELD QUALITY CONTROL

- A. Test the plane of the finished surfaces of base, binder, and surface courses with a 16-foot straightedge, except use a 10-foot straightedge on vertical courses and on the top course of resurfaced streets which contain manhole covers, valve boxes, and the like.
- B. Carefully apply the straightedge immediately after the first compaction by rolling, and from then on as may be necessary until and after the final compaction of the material in place. Hold the straightedge in successive positions parallel to the road centerline and in contact with the road surface; check the entire area from one side of the pavement to the other.
- C. Correct irregularities which vary  $\frac{3}{8}$  inch from a true finished surface in base and binder courses, and  $\frac{1}{4}$  inch in top courses.
- D. Irregularities which may develop before the completion of rolling and while the material is still workable, may be remedied by loosening the surface mixture and removing or adding material as necessary. Should any unsatisfactory irregularities or defects remain after final compaction, correct the defective work by removing and replacing with new material to form a true and even surface.

### 3.11 OPENING TO TRAFFIC

- A. No vehicular traffic or loads shall be permitted on the newly completed pavement until adequate stability has been attained, and the material has cooled sufficiently to prevent distortion or loss of fines, and the pavement has achieved a maximum temperature of 140 degrees F.
- B. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Designer.

3.12 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in a Florida Department of Environmental Protection approved landfill.

END OF SECTION

## SECTION 321838 - COURT COLOR FINISH SYSTEM AND PAINTING

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS (PCR), which are hereby made a part of this Section of the Specifications.

#### 1.2 DESCRIPTION

- A. These specifications provide minimum standards for the preparation and installation of the textured acrylic surfacing, color finishes and striping of the proposed asphalt basketball courts.

#### 1.3 REFERENCES

- A. American Sport Builders Association (ASBA)
- B. National Federation of High School Association (NFHS)
- C. Florida High School Athletic Association (FHSA)

#### 1.4 SUBMITTALS

- A. Provide manufacturer specifications for all components, color chart and installation instructions.
- B. Authorized Applicator certificate from the approved surfacing system manufacturer.
- C. ITF classification certificate for the system approved to be installed.
- D. Reference list from the installer of at least 5 projects of similar scope successfully completed in the past 3 years.
- E. The Contractor will prepare and submit for approval a colored court striping and marking plan shop drawing indicating all markings for approval prior to commencing this phase of the work.
- F. Provide specific manufacturers product data for all types of paints and overlays to be used in tennis/basketball marking and surfacing.
- G. Current Material Safety Data Sheets (MSDS) for all system components.

1.5 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver products to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be nonflammable.
- D. Do not store or use materials that have been exposed to temperatures below 32d F.

1.6 GUARANTEE

- A. Surfacing system contractor shall provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

1.7 SURFACING INSTALLER QUALIFICATIONS

- A. Surfacing Installer shall be regularly engaged in construction and surfacing of acrylic tennis/basketball courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a qualified tennis/basketball court builder as certified by the ASBA.

1.8 MANUFACTURER QUALIFICATIONS

- A. Approved surfacing system manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.

1.9 QUALITY ASSURANCE

- A. All surface coatings products shall for a surfacing SYSTEM and shall be supplied by a single manufacturer.
- B. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- C. The contractor shall provide the Engineer, upon request, an estimate of the volume of each product to be used on the site.
- D. The installer shall be an authorized applicator of the approved surfacing system.
- E. The Contractor is responsible for the removal or correction of any overspray, spill or marking not in compliance with applicable court layout.

1.10 SITE CONDITIONS

- A. Do not install Surfacing materials when rainfall is imminent or extremely high humidity prevents drying.

- B. Do not apply surfacing materials unless surface and air temperature are 50°F and rising.
- C. Do not apply surfacing materials if surface temperature is in excess of 140°F.

#### 1.11 WARRANTY

- A. The manufacturer will guarantee the surfacing material for two (2) years from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun, from weather moisture or from weather temperatures.

### PART 2 - PRODUCTS

#### 2.1 COLOR SELECTION

- A. Basketball court play area will be surfaced in Green, with the safety area surfaced in Darker Green. Colors to be approved by Owner.

#### 2.2 BASKETBALL COURT SURFACING/ COLOR SYSTEM

- A. Shall be the Plexipave color finish and filler system intended for tennis/basketball courts on asphalt surfaces as manufactured by California Sports Surfaces, Andover MA or approved equal SYSTEM.
- B. Court Patch Binder
  - 1. For use in patching cracks, holes and depressions. Shall be 100% acrylic resin blended with Portland Cement and silica sand with a minimum of 46% solids by weight and 8.7 to 8.9 lbs/gallon.
- C. Crack Filler
  - 1. For use in filling fine cracks, shall be 100% acrylic resin heavily filled with sand with a minimum of 85% solids by weight and solids by weight of 15 lbs/gallon.
- D. Resurfacer / Filler Course
  - 1. For new or existing asphalt pavement. Shall be 100% acrylic resin with not less than 3.5% attapulgite with a minimum of 26.7% solids by weight and solids by weight of 8.7 to 8.9 lbs/gallon.
- E. Finish color and Texture
  - 1. Shall be 100% acrylic resin (with no vinyl copolymerization constituent) and selected UV inhibitors for color stability, and required color pigments and a minimum of 36.5% solids by weight and solids by weight of 10.0-10.2 lbs/gallon.
  - 2. Color Base shall be 100% acrylic resin containing no vinyl copolymerization constituent, selected UV inhibitors for color stability, not more than 65% rounded silica sand, required color pigments and a minimum of 74% solids by weight and solids by weight of 13.1 to 14.1 lbs/gallon.

F. Line Paint

1. Shall be 100% acrylic resin containing no alkyds or vinyl constituents. Shall contain selected UV inhibitors for color stability, required color pigments and silica sand for texture. Line paint shall have a minimum of 60.5% solids by weight and solids by weight of 12.0-12.3 lbs/gallon.

G. All surfacing materials shall be non-flammable and shall have a VOC content of not less than 100g./ltr measured by EPA method 24. Local sands are not acceptable as an admixture to the color playing surfaces.

## PART 3 - EXECUTION

### 3.1 SITE CONDITIONS

- A. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the tennis/basketball surfacing, until completion of such works.
- B. Surfacing or fillers shall not be installed unless the temperature is fifty degrees Fahrenheit and rising. Installation shall be executed only in fully dry conditions.
- C. If, in the opinion of the installer, the weather and/or climatic conditions are detrimental to the proper installation of the surfacing materials, work shall be delayed until conditions are acceptable.

### 3.3 BASE PREPARATION

- A. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the Engineer, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- B. Depressions: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.
- C. Filler materials must be allowed to thoroughly dry and cure to a uniform texture. This can avoid any future problems of surface peeling. If shrinkage cracks appear, they shall be addressed prior to the application of additional coats.
- D. The prepared court base surface shall be reviewed and approved by the surfacing

contractor prior to the application of any additional color or filler coats. Additional filler coats may be necessary if the court surface is too rough or has an excess amount of voids in the surface.

### 3.4 COURT SURFACING APPLICATION

- A. The court surfacing material will be applied to the entire area of the courts to the existing perimeter fence line/edge of pavement, in at least three applications, in the selected and approved colors, as approved by the Engineer, in order to form a court surface with a true, uniform texture and color. Surfacing application work shall be performed by skilled mechanics, in a workmanlike manner, in accordance with the manufacturer's standard printed instructions. However, no work will be performed when rain is imminent or when the ambient air or asphalt surface temperature is below 55 degrees Fahrenheit.
- B. Install all surface coating materials in strict adherence to the manufacturers specifications. Blend all materials with a mechanical mixer during application to achieve a uniform mixture.
- C. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer shall be used to pre-coat depression and crack/hole repairs to achieve true planarity prior to filler course application.
  - 1. Two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.
  - 2. Mix all ingredients thoroughly and continually during application using accepted mixing devices. Contractor shall use a rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
  - 3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

### 3.5 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- B. Application shall be made by manufacturer recommended rubber faced squeegees. Surfacing mixtures shall be poured on to the court surface and spread to the specified, uniform thickness in a regular pattern.
- C. A total of 3 applications of color surfacing material shall be made to achieve the manufacturers recommended application rate and thickness. No application shall be made until the previous coat is thoroughly dry.

### 3.6 LINE PAINTING

- A. Base lines shall be not more than four inches (4") wide and playing lines not more than two inches (2") wide, accurately located, and marked in accordance with ASBA, FHSA, NFHS guidelines. Line paint shall be as recommended or approved by the manufacturer of the color surfacing material; use of traffic, oil, alkyd or solvent-vehicle type paint is prohibited. All measurements will be to the outer edge of the lines, except the center line and the center mark, which will be on the center line of the court. The painting will be done by skilled mechanics, in a workmanlike manner, in accordance with the manufacturer's standard printed instructions.
- B. Lines shall be white unless otherwise noted on the drawings. The edges of lines to be marked shall be taped to insure a crisp line. The line paint shall have a texture similar to the surrounding play surface.
- C. Contractor shall provide written confirmation that the court striping and markings were installed in accordance with ASBA, FHSA, NFHS guidelines.

### 3.7 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent court use until acceptance by the Engineer.

### 3.8 CLEAN UP

- A. Remove all containers, surplus materials and debris. Remove all spills, and splatter from adjacent pavements, lawn and site amenities. Dispose of debris and excess materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean, orderly, 'as new' condition.

END OF SECTION

## SECTION 323113 – FENCE AND GATES

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS, which are hereby made a part of this Section of the Specifications.

#### 1.2 WORK INCLUDED

- A. Provide all equipment and materials and installation, of Ornamental, Wire and Chain Link fence, line posts, end posts, rails, and gates as designated on the Contract Drawings.

#### 1.3 RELATED WORK

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
  - 1. Section 312000 - Earth Moving
  - 2. Section 033000 - Cast-in-Place Concrete
  - 3. Section 116833 – Athletic Field Equipment

#### 1.4 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other requirements, the most restrictive requirements shall govern.
  - 1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
    - a. ASTM A 53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
    - b. ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
    - c. ASTM A 153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
    - d. ASTM A 176 (1994) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
    - e. ASTM A 385 Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)

- f. ASTM A 392 (1991b) Zinc-Coated Chain-Link Fence Fabric
  - g. ASTM A 478 (1995a) Chromium-Nickel Stainless and Heat-Resisting Steel Weaving and Knitting Wire
  - h. ASTM A 491 (1994) Aluminum-Coated Steel Chain-Link Fence Fabric
  - i. ASTM A 666 (1994) Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
  - j. ASTM C 94 (1994) Ready-Mixed Concrete
  - k. ASTM F 626 (1994a) Fence Fittings
  - l. ASTM F 688 Poly (Vinyl Chloride) (PVC) and other Organic Polymer-Coated Steel Chain link fence fabric, Class 2B
  - m. ASTM F 883 (1990) Padlocks
  - n. ASTM F 900 (1994) Industrial and Commercial Swing Gates
  - o. ASTM F 1043 (1995) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
  - p. ASTM F 1083 (1993) Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded for Fence Structures
- 2. AMERICAN WELDING SOCIETY (AWS)
    - a. AWS WZC (1972) Welding Zinc-Coated Steels
  - 3. CHAIN LINK FENCE MANUFACTURERS INSTITUTE (CLFMI)
    - a. CLFMI Product Manual (CLF-PM0610) revised January 2012
- B. Regulatory Requirements: Comply with the following as applicable for fencing adjacent to athletic facilities:
- 1. American Sports Building Association (ASBA).
  - 2. National Collegiate Athletic Association (NCAA).

#### 1.5 SUBMITTALS

- A. Submit shop drawings and manufacturer's specifications and installation instructions for all materials to be used.
- B. Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer attesting that the chain link fence and component materials meet the specified requirements.

## PART 2 - PRODUCTS

### 2.1 CHAIN LINK FENCE MATERIALS

#### A. Vinyl Coated Fence Fabric

1. Fabric shall be black vinyl coated thermally fused and bonded to a primer which is thermally cured onto galvanized steel core wire conforming to ASTM F 668, Class 2b. Color of vinyl coating shall be black as specified in the plan set. Minimum coating thickness shall be 0.006 in. Color sample shall be submitted to the Owner for approval.
2. Chain link Fabric shall be woven into a two (2) inch mesh of 8-core 9 or 6 gauge galvanized wire with a minimum breaking strength of 1290 lbs. In accordance with ASTM F 668, Class 2b.
3. Zinc for galvanized coating shall conform to ASTM B 6, galvanized by hot dipped method AISI Type I, before vinyl coating; coating shall be smooth. Minimum weight of zinc coating shall be 1.2 oz. per sq. ft.
4. Polyvinyl chloride coating shall meet the following requirements:
  - a. Specific gravity shall be 1.30 maximum, tested in accordance with ASTM D 792.
  - b. Hardness shall have a minimum Durometer reading of A 95 in accordance with ASTM D 2240. Ultimate elongation shall be 275% in accordance with ASTM D 412.
5. Tensile strength shall have a test minimum of 3,300 psi in accordance with ASTM D 412.
6. Vinyl shall be a dense and impervious covering free of voids, having a smooth, lustrous surface without pinholes, bubbles, voids, or rough or blistered surface.
7. Fabric Selvage Edges: Knuckled top and bottom for all fencing systems.

#### B. Fence Posts, Hardware, and Fittings - General

1. Fittings shall be of best quality malleable iron castings, wrought iron forgings, or pressed steel and provided with pin connections. Equipment shall be designed to carry 100% overload.
2. Malleable iron castings shall be hot-dipped galvanized in accordance with ASTM A 153.
3. Wrought iron forgings or pressed steel fitting and appurtenances shall be hot-dipped galvanized in accordance with ASTM A 123.
4. Fence Hardware Coatings: shall match fence fabric coating.
5. Piping for fence posts shall be steel conforming to ASTM A 53 except that pipe shall be unthreaded and untested for water pressure.
6. Galvanized items shall be galvanized in accordance with ASTM A 123, A 153, or A 385, as applicable.

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7. Bolts, which are installed six (6) feet or less above grade shall not protrude more than 1/4 inch beyond the nut after tightening. Rough edges shall be filed smooth to the satisfaction of the engineer. Peen ends of all bolts after tightening.

C. Posts

1. Under Six Foot (6') High Fence:
  - a. Line posts shall be 1.9 in. outside diameter (O.D.), Schedule 40 pipe, weighing 2.28 lb./ft.
  - b. End and corner posts shall be 2.375 in. O.D., Schedule 40 pipe, weighing 3.65 lb./ft.
2. Six Feet to Nine Feet (6' to 9') High Fence:
  - a. Line posts shall be 2.375 in. O.D., Schedule 40 pipe, weighing 3.65 lb./ft.
  - b. End and corner posts shall be 2.875 in. O.D., Schedule 40 pipe, weighing 5.79 lb./ft.
3. The gatepost for any gate leaf 6 ft. wide and less shall be 3.0 in. O.D., Schedule 40 pipe, weighing 5.79 lb./ft.
4. Posts shall be PVC coated, thermally fused and bonded to a primer that is thermally cured onto galvanized steel posts. The color of the vinyl coating shall be black. The minimum coating thickness shall be 0.006 in.

D. Rails and Post Braces

1. Top rail and bottom rails shall be 1.66 in. O.D., Schedule 40 pipe, weighing 2.27 lb./ft.
2. Rails and post braces shall be PVC coated, thermally fused and bonded to a primer which is thermally cured onto galvanized steel rails and post braces. The color of the vinyl coating shall be black, as specified in the plan set. The minimum coating thickness shall be 0.006 in.

E. Gates and Gate Frames

1. Fabrication: Assemble gate frames by welding connections. Use the same fabric as for the fence, unless otherwise indicated. Install fabric with stretcher bars at the edges (and tie wire at top and bottom edges, if stretcher is not used). Attach the stretcher bars to gate frame at not more than 12 in. O.C. Attach the hardware with rivets or by other means, which shall provide security against removal or breakage.
  - a. Framing:
    - 1) Fabricate perimeter frames of a minimum of 1.90 in. O.D., Schedule 40 pipe, that has been hot-dipped and galvanized, with a minimum of 2.0 oz. of zinc per sq. ft. of surface area.
  - b. Bracing:

- 1) Provide diagonal cross bracing, consisting of 3/8 in. diameter adjustable length truss rods, on gates where four sided tension rods are not used. Provide frame rigidity without sag or twist.
2. Gate hardware: Galvanize per ASTM A 153 (each gate). Provide lockable drop bar on each gate leaf for double swing gates, so that gate leaves can be locked in place individually.
3. Gate Hardware Coatings: These shall match the fence fabric coating.
4. Hinges: Pressed steel or malleable iron to gate size, non-lift-off type, offset to permit 180° gate opening. Provide one pair of hinges for each leaf.
5. Latch: Forked type, to permit operation from either side of gate: Provide padlock eye as integral part of latch.
6. Keeper: Provide keeper for gates, which automatically engages the gate leaf and holds it in the open position until it is manually released.
7. Gates and gate frames shall be PVC coated, thermally fused and bonded to a primer that is thermally cured onto galvanized steel components. The color of the vinyl coating shall be black, as specified in the plan set. The minimum coating thickness shall be 0.006 in.
8. Stretcher Bars
  - a. Stretcher bars shall not be less than 3/16 in. x 3/4 in. and shall be the full height of the fabric with which they are being used.
  - b. Provide stretcher bars for each gate, end and corner, and pull post stretcher bar bands and clips shall be of heavy pressed steel or malleable iron.

F. Caps

1. Posts shall have caps, which shall be designed to exclude water from the posts. Caps shall have holes suitable for the through passage of the top rail, where necessary.
2. Caps for posts shall be PVC coated, thermally fused and bonded to a primer which is thermally cured onto the galvanized steel caps. The color of the vinyl coating shall be black, as specified in the plan set. The minimum coating thickness shall be 0.006 in. All caps shall be securely fastened to the posts.

G. Tension and Tie Wire

1. PVC Coated Fence: Tie wire shall be 9-gauge O.D., vinyl-clad, galvanized steel wire.

H. Galvanized Paint

1. Cold galvanized paint shall be one of the following:

| <u>Product</u> | <u>Manufacturer</u> |
|----------------|---------------------|
|----------------|---------------------|

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|             |                                                |
|-------------|------------------------------------------------|
| Galvicon    | Galvicon Corporation                           |
| Zinc Shield | Stanley Chemical Division of The Stanley Works |

2. Touch-up for Galvanized Surfaces: Touch-up damaged or abraded galvanized surfaces with products equal to one of the following:
  - a. Cold Galvanizing Compound; ZRC.
  - b. Speedhide Galvanized Steel Paint; PPG.
  - c. Series 90-97 Zinc-Rich Primer; Tnemec.

I. Concrete

1. Concrete shall meet ASTM C 94, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 4000 psi at 28 days. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant, at intervals not exceeding ten feet (10). Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between the terminal posts. However, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust, in accordance with ASTM A 780.

### 3.2 POSTS

- A. Posts shall be poured-in-place, into the proposed concrete footings, as shown on the plans and details.

### 3.3 RAILS

- A. Top Rail and Bottom Rails
  1. Top and bottom rails shall be supported at each post to form a continuous brace between terminal posts. Where required, sections of top rail shall be joined using sleeves or couplings that shall allow expansion or contraction of the rail. Bottom tension wire is not acceptable.

### 3.4 BRACES AND TRUSS RODS

- A. Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal. No bracing is required on fences six feet high or less, if a top rail is installed.

### 3.5 CHAIN LINK FABRIC

- A. Chain link fabric shall be installed on the playing field side of the fence unless otherwise noted. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately fifteen inch (15") intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately fourteen inch (14") intervals and fastened to all rails at approximately twelve inch (12") intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The top and bottom of installed fabric shall be as indicated on the Drawings. After the fabric installation is complete, the fabric shall be exercised by applying a 50-pound push-pull force at the center of the fabric between posts. The use of a 30-pound pull at the center of the panel shall cause fabric deflection of not more than two and one half inches (2-1/2") when pulling fabric from the post side of the fence. Every second fence panel shall meet this requirement. All failed panels shall be re-secured and retested at the Contractor's expense.

### 3.6 GATES

- A. Gates shall be installed plumb, level and secure, at the locations shown. Hinged gates shall be mounted to swing, as indicated. Latches, stops and keepers shall be installed, as required. Slide gates shall be installed as recommended by the manufacturer. Hinge pins and hardware shall be welded or otherwise secured to prevent removal. All gates shall be tested by the Engineer for proper functionality prior to final approval.

### 3.7 TOUCH-UP

- A. Following installation, scratches and marred spots in vinyl-coated surfaces shall be field coated with a vinyl coating supplied by the fence manufacturer.
- B. Following installation, scratches and marred spots in galvanized surfaces shall be power wire brushed and painted, with a cold-applied galvanized paint, at a rate of 2 oz. zinc per sq. ft. of surface.

### 3.8 GROUNDING

- A. Electrical equipment attached to the fence shall be grounded, as specified in manufacturer's instructions. Fences shall be grounded on each side of all gates, at each corner, at the closest approach to each building located within 50 feet of the fence, and where the fence alignment changes by more than 15 degrees. Grounding locations shall not exceed 650 feet. Each gate panel shall be bonded with a flexible bond strap to its gatepost. Fences crossed by power lines of 600 volts or more shall be grounded, at or near the point of crossing, and at distances not exceeding 150 feet on each side of crossing. The ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be  $\frac{3}{4}$  inch, by 10-foot long, copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least six inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of twelve inches (12") deep and radially from the fence. The top of the electrode shall be not less than two feet or more than eight feet from the fence. The ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric and ground rods. After installation, the total resistance of the fence to the ground shall not be greater than 25 ohms.

### 3.9 CLEANING

- A. Clean up debris and unused material and remove from the site.

END OF SECTION

## SECTION 329250 – LOAM AND SEED

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS (PCR) which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section, whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by, work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

#### 1.2 WORK INCLUDES

- A. Refer to the Drawings for the extent and details of the work.
- B. The work of this Section consists of all seeding and related work as shown on the Drawings or required herein, and includes, but is not limited to, the following:
  - 1. Providing all topsoil required for work of this Section.
  - 2. Screened, stripped and stockpiled topsoil.
  - 3. Providing additional new topsoil from off-site sources, as required to complete work for this Section.
  - 4. Providing all soil amendments, fertilizers, erosion controls and mulches, as required for work in this Section.
  - 5. Scarification of subsoil in preparation for loaming.
  - 6. Spreading and fine grading topsoil for all lawn areas, sodded or seeded.
  - 7. Seeding required for work in this Section.

#### 1.3 RELATED SECTIONS

- A. Section 31 2000 – Earth Moving.

#### 1.4 SUBMITTALS

- A. Materials List: Submit a complete list of all materials proposed for use in this work, demonstrating complete conformance with the requirements specified.
  - 1. Submit grass seed mixes for approval.

2. Submit topsoil analysis results for review by the Landscape Architect. State recommended quantities of amendments necessary to produce satisfactory topsoil, as stated in the specifications herein. If on-site stockpiled topsoil is to be used, submit topsoil analysis of screened products.
3. Submit product information, with mix ratios and amounts, for hydro mulching to be used during hydro seeding, for Landscape Architect's approval.
4. Submit fertilizer, herbicide and fungicide products for application, as required, for Landscape Architect's approval.
5. Submit mechanical analysis of any soil amendments.

#### 1.5 QUALITY ASSURANCE

- A. All seed and amendments shall comply with all federal, state and local laws and regulations requiring inspection for plant disease and insect control.

#### 1.6 PRODUCT HANDLING

- A. Delivery and Storage:
  1. Deliver all items to the job site in their original containers, with all labels intact and legible at time of the Landscape Architect's inspection.
  2. Immediately remove from the site all materials which do not comply with the specified requirements.
  3. Use all means necessary to protect seed from moisture and other contaminants which may adversely affect proper germination.
  4. Use all means necessary to protect fertilizers, amendments and other materials from moisture and other contaminants which may adversely affect their efficacy.

#### 1.7 JOB CONDITIONS

- A. Utilities: Determine the location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before spreading topsoil.

### PART 2 - PRODUCTS

#### 2.1 TOPSOIL

- A. Topsoil
  1. Topsoil stockpiled from on-site stripping, once tested, may be utilized and amended to meet the requirements for New Topsoil (aka Topsoil Mix).

2. All topsoil that was stripped and stockpiled shall be screened to a maximum stone size of three quarters of an inch (3/4") in any dimension.
3. If determined by soil testing that the existing topsoil does not meet these specifications, the topsoil shall be amended to provide an acceptable topsoil for use.

B. New Topsoil for Lawns(Topsoil Mix/Amended Topsoil):

1. New Topsoil (Topsoil Mix): Shall be natural, fertile loam, typically cultivated topsoils of the locality, containing not less than 4% or more than 8% by weight, of decayed organic matter (humus), as determined in ASTM F-1647. If organic amendments are needed to obtain the specified matter content of the topsoil, the organic matter source may be a peat or compost material.
2. Topsoil shall be taken from a well-drained, arable site, free of subsoil, slag and any stones, earth clods, sticks, stumps, clay lumps, roots or other objectionable, extraneous matter or debris over 3/4" in any dimension.
3. Topsoil shall be free of Quack-grass rhizomes, Agropyron Repens, and the nut-like tubers of Nutgrass, Cyperus Esculentus, and all other primary noxious weeds.
4. Topsoil shall have a pH not less than 6.0 or greater than 7.0.
5. Topsoil shall not have soluble salts greater than 500 parts per million.
6. Topsoil mix (amended topsoil) shall have target Nutrient levels of Phosphorus (P), Potassium (K), Calcium (C) and Magnesium (Mg) in the Optimum Range as determined local Agricultural Extension Service Topsoil testing recommendations for Sportsturf/Golf Fairway Lawn Establishment.
7. Topsoil shall be a loamy sand, sandy loam, loam, sandy clay loam as defined by the USDA, as determined by Pipette Method, in compliance with ASTM F-1632.
8. Topsoil shall not be delivered or placed while in a frozen or muddy condition.

C. Imported Topsoil:

1. The Contractor shall submit representative samples of topsoil he intends to bring onto the site, and samples of topsoil that was stockpiled from on-site stripping, to a Soil Plant Testing Laboratory acceptable to the Engineer or Landscape Architect. All reports shall be sent to the Engineer / Landscape Architect for approval. The cost for testing and analysis of the soils shall be borne by the Contractor.
2. Samples of topsoil to be brought to the site must be approved prior to delivery of topsoil to the site. Imported topsoil shall be amended by the Contractor to comply with the requirements of New Topsoil (aka Topsoil Mix)
3. Testing reports shall include the following tests and recommendations:
  - a. Mechanical gradation (sieve analysis) shall be performed and compared to the USDA Soil Classification System.
  - b. The silt and clay content shall be determined by a Pipette Test of soil passing the No. 270 sieve.

- c. Percent of organics shall be determined by an Ash Burn Test or Walkley/Black Test (ASTM F-1647).
  - d. Test for gradation and organics shall be performed by a private testing laboratory approved by the Engineer/Landscape Architect. Tests for soil chemistry and pH may be performed by a public extension service agency.
  - e. Chemical analysis shall be undertaken for Phosphorus, Potassium, Calcium, Magnesium, Aluminum, Soluble Salts, and acidity (pH).
  - f. Soil analysis tests shall include recommendations for soil additives to correct soils deficiencies, as necessary, and for additives necessary to meet defined topsoil mix requirements.
  - g. All tests shall be performed in accordance with the current standards of the Association of Official Agriculture Chemists.
4. Deficiencies in the topsoil shall be corrected by the Contractor

## 2.2 SOIL AMENDMENTS:

- A. Organic Amendments: Shall be Compost or Peat.
- 1. Peat shall be Canadian sphagnum peat, having an ash content not exceeding 15%, as determined by ASTM D-2974.
  - 2. Compost may be used, provided that the material has been composted in an in-vessel system, and has an ash content not exceeding 40%, and is free from debris and contaminants.
- B. Lime
- 1. Lime shall be an approved agricultural limestone, containing no less than fifty (50%) percent of total carbonates and twenty five (25%) percent total magnesium, with a neutralizing value of at least one hundred (100%) percent.
  - 2. The material shall be ground to such a fineness that forty (40%) percent will pass through a Number 100 U.S. Standard Sieve, and ninety eight (98%) percent will pass through a Number 20 U.S. Standard Sieve.
  - 3. The lime shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis.
  - 4. Any lime which becomes caked or otherwise damaged, making it unsuitable for use, will be rejected.
- C. Fertilizers: Quantity, gradation and rate of application shall be determined based on soil tests and recommendations conducted by an approved soil testing laboratory.
- D. Water: The Contractor is responsible for providing all water equipment, hoses, etc. for watering throughout the project and until final acceptance of lawn and turf areas by the Landscape Architect.

- E. Herbicides, Pesticides and Fungicides: Herbicides, pesticides and fungicides may be used, subject to the approval of the Engineer / Landscape Architect, and handled by state-licensed operators only.

2.3 SEED:

A. Seed

1. Grass seed shall be clean, new crop seed, composed of a mixture of varieties, mixed in proportion by weight and tested for minimum percentages of purity and germination. Submit proposed mixture to the Engineer / Landscape Architect for approval.
2. General Lawn Area Seed Mix:
  - a. Perennial Ryegrass: 40%
  - b. Chewing Fescue: 30%
  - c. Kentucky Bluegrass: 30%

B. Hydroseed Mix (Lawn Areas Only)

1. All work will be carried out by an approved spraying machine specifically used for this work. Amounts of fertilizer used shall reflect recommendations outlined in the Soil Analysis, see Section 2.01 D. The Contractor shall submit to the Landscape Architect for approval, prior to the start of work, a certified statement as to number of pounds of fertilizer, amounts and types of grass seed, and processed fiber, per one hundred (100) gallons of water.
2. Hydromulch: Shall be Terra-Sorb GB, or an approved equal. Add Terra-Sorb to the hydroseed tank at the amount of 60 pounds per acre.
3. Hydroseeding is not permitted for athletic field areas

PART 3 - EXECUTION

3.1 PREPARATION OF SUBSOIL (General Lawn Areas)

- A. Prior to spreading topsoil, subsoil should be rough graded to correspond with finish grades, as indicated on the Drawings. Subgrade shall slope to allow for subsurface drainage. Depressions shall be filled and areas which are highly compacted shall be loosened to a depth of 2 inches (2") minimum, which is adequate for the passage of gravitational water through the subsoil.
- B. After acceptance of subsoil grades, loosen and mix subgrade material four to six inches (4"-6") deep. Remove all stones, sticks, rubbish and other deleterious materials, over  $\frac{3}{4}$  inch in any dimension which may impede the healthy and vigorous growth of grass. Do not allow heavy objects or machinery, except as necessary for the spreading of topsoil, over the seedbeds after the preparation of the subgrade.

- C. Subsoil which becomes compacted due to excessive construction activity shall be loosened, as directed by the Engineer / Landscape Architect, at no additional cost to the Owner.

### 3.2 SPREADING OF TOPSOIL

- A. Immediately after approval and loosening of subgrade, evenly spread and lightly compact approved topsoil to finish grades, as indicated on the Drawings. Do not spread topsoil which is in a muddy or frozen condition. Handle no topsoil when dry or above the plastic limit. Install a minimum of six inches (6") of topsoil to lawn areas, unless otherwise indicated on the Drawings.
- B. When possible, the spreading of topsoil shall be performed from the center of the lawn area to the perimeter. Contractor may use alternate spreading pattern, if approved in writing by the Engineer / Landscape Architect.
- C. Caution should be exercised to minimize or eliminate travel over areas previously covered with topsoil. Topsoil which becomes compacted due to construction activity shall be stripped and re-spread or loosened, as directed by Engineer / Landscape Architect, at no additional cost to the Owner.

### 3.3 TOPSOIL SEED BED PREPARATION

- A. The minimum depth of topsoil in all lawn areas shall be six inches (6"). Contractor is responsible for supplying all topsoil needed from off-site sources.
- B. Grade all lawn areas to finish grades, as indicated on the Drawings. When no grades are shown, areas shall have a smooth and continuous grade between existing or fixed controls and elevations shown on plans. Roll, scarify, rake and level, as necessary, to obtain true even lawn surfaces. All lawn areas shall slope to drain. Finish grades shall be approved by Engineer / Landscape Architect prior to commencing any seeding or sodding work.
- C. Install soil additives per manufacturer's and topsoil testing lab instructions and as indicated on the Drawings.
- D. Amend all disturbed areas to be topsoiled, seeded or sodded to meet amended topsoil target recommendations. Follow the testing lab and manufacturer's recommendations for installation.
- E. Spreading Limestone: Spread ground limestone evenly over the topsoil surface. Incorporate limestone within the top two inches (2") of soil, prior to finish raking. Apply limestone at the rate recommended by the testing and analysis agency.
- F. Rake and remove all rocks and debris over  $\frac{3}{4}$ " in any dimension from the topsoil surface.

### 3.4 SEEDING

- A. Schedule for Seeding: Sow grass seed between April 1 and May 31, or between August 15 and October 1, except as otherwise approved in writing by the Engineer / Landscape Architect.
- B. If seeding out of season, as described above, the Contractor is still obligated by all conditions and responsibilities described under 3.6 LAWN MAINTENANCE, until final acceptance of all lawn areas.
- C. Before seed is sown, scarify soil and rake until surface is smooth, friable and of uniformly fine texture. Seed evenly at supplier's recommendation rates, lightly rake and water with fine spray. Do not use wet seed which is moldy or otherwise damaged in transit or storage.
- D. Mulch bank areas with three to one (3 to 1) slope or greater with straw mulch, one and one half to two (1½ to 2) tons per acre. Secure mulch at Contractor's discretion as to method or need. Wood fiber mulch may be substituted at a rate of 1,400 pounds per acre, at same time as seed and fertilizer.
- E. Equipment Calibration
  - 1. The equipment to be used and the methods of seeding shall be subject to the inspection and approval of the Owner's Representative, prior to commencement of seeding operations. Immediately prior to the commencement of seeding operations, the Contractor shall conduct seeding equipment calibration tests in the presence of the Owner's Representative.
- F. Applying Seed
  - 1. Mechanical Seeding of Lawn Seed Mix:
    - a. Seed shall not be placed until soils have stabilized and further settlement is not apparent. Utilize an irrigation system for consolidation of top mix.
    - b. Seed at a minimum rate of three (3) lbs per 1000 square feet.
    - c. Sow grass seed, applying half the quantity in one direction and the remaining quantity at right angles to the previous application
    - d. Do not sow seed on a windy day or when the ground is frozen, wet or otherwise non-tillable.
    - e. Cover seed with a thin layer of topsoil by raking or dragging. Cover with straw mulch, loosely spread to a uniform depth.
    - f. Keep soil moist throughout the germination period.

### 3.5 FERTILIZING

- A. The Contractor is to have the topsoil tested for soil fertility by an approved soil testing laboratory, and a complete fertilization program will be recommended by the testing laboratory and Landscape Architect for the installation and maintenance period.

### 3.6 LAWN MAINTENANCE

- A. Maintenance of the grass areas shall begin immediately and generally consist of watering, weeding, fertilization, mowing and edging, reseeding, disease and insect pest control, repair of all erosion, and any other procedure consistent with good horticultural practice, as necessary to insure normal, vigorous and healthy growth.
- B. After grass has appeared, reseed all areas which have failed to show a uniform stand of grass.
- C. Maintenance shall also include filling, regrading and reseeding, as necessary, to correct depressions caused by settling, subsidence or other physical or mechanical damage.
- D. Maintenance shall also include all temporary protection fences, barriers, signs and all other work incidental to proper maintenance.
- E. The Contractor shall be responsible for maintenance to establish a uniform stand of the approved grasses until acceptance. After the grass has started, all areas and parts of areas showing poor germination or growth shall be re-seeded, repeatedly, until all areas are covered with a satisfactory growth of grass. At the time of the first cutting, mow lawn with sharp mowing units not less than two and one half inches (2 1/2") high. Lawn shall be maintained between two and one half inches to three and one half inches (2 1/2" - 3 1/2") high. Do not remove more than one third (1/3) of the grass blade. All lawns shall receive a minimum of three (3) mowings before Contractor's request for inspection and acceptance. Additional mowings may be required before acceptance.
- F. Where permitted, the contractor shall be responsible for the application of pre-emergent crabgrass control, in accordance with manufacture's recommended rate and timing for all lawn areas the spring following seeding.
- G. Fertilization: Second fertilization of all lawn areas shall be done either the following spring after a fall seeding or in the fall after a spring seeding.
- H. Watering: The Contractor shall include the cost for daily and, if necessary, continuous watering of all grass areas during a normal eight (8) hour working day.
  - 1. The seed bed shall be maintained in a continuous moist condition, to the depth of 2". Maintain soil moisture satisfactory for good germination and growth of grass until acceptance of lawns.
- I. Full and complete written instructions for maintenance of the lawn areas are to be furnished to the Owner, by the Contractor, at least ten (10) days prior to the end of the contractual maintenance period, to familiarize him with the maintenance requirements for proper care and development of lawns.

### 3.7 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect shall inspect the lawns upon written request by the Contractor. The request shall be received at least ten (10) days before the anticipated date of inspection.

- B. Final acceptance will not be granted until all seeded areas are in satisfactory condition. No seeded areas will be inspected prior to 60 days from seeding and prior to the completion of two mowings. An acceptable stand of grass will be determined by the Engineer or Landscape Architect.
- C. A satisfactory stand of grass which is acceptable is defined as consisting of a uniform stand of at least 60% established, permanent grass species, free of weed species and no bare spots (free of germinating grass) over 1sf in area.
- D. If the grass is in satisfactory condition, the Contractor's care and maintenance responsibilities will end. If the grass stand is unsatisfactory, the Contractor's maintenance responsibility shall continue, including a normal program of mowing, irrigation, reseeding, fertilizing and repair until an acceptable stand of grass is achieved.

### 3.8 CLEAN UP

- A. Absolutely no debris may be left on the site. Excavated material shall be removed, as directed. Repair any damage to site or structures to restore them to their original condition, as directed by the Landscape Architect, at no cost to the Owner.

END OF SECTION