

ROOFING UPDATE 11/10/23:

I HAVE BEEN ADVISED THAT BUILDING F SHOULD BE COMPLETED END OF NEXT WEEK. NEW AC REQUESTS FOR F WILL BE INSTALLED BY WEDNESDAY OF NEXT WEEK.

IN ADDITION:

THE PRODUCT STAGING WILL BEGIN ON C BUILDING NOVEMBER 22, 2023. THERE WILL BE A HUGE CRANE IN FRONT OF BUILDING C FOR MUCH OF THE DAY. TRAFFIC WILL BE ROUTED AROUND THE CRANE. I WAS ADVISED NO ONE WILL NEED TO GIVE UP THEIR PARKING DURING THIS TIME.

IF YOU HAVE ANY QUESTIONS, PLEASE ADVISE.

THANK YOU,
MANAGEMENT

bneubecker@ameritechmail.com

Roofing Project Overview

IMPORTANT INFORMATION: PLEASE BE SURE THAT BEVERLY HAS A CURRENT KEY TO YOUR CONDO.

All communications go through Beverly – do not interact with the roofing employees

- Projected start date – 30 to 45 days from June 7, 2023 contractor meeting.
- Estimated completion – Majority of work to be completed over 4-5 months with finishing work, etc. 3-4 months.
- Starting with F building, moving to C, E, B, A. *Work may be done on more than one building at a time.*
- Noise levels –
 - Existing roof removal will occur for at least several day (depending on weather) per building
 - All roofs will be water tight at the end of each day
 - Expect to hear a motor for the machine that cuts the existing roof into squares
- Equipment – Lifts will be used in the front of the buildings
 - Materials may be delivered in F parking area or the far end of A parking area
 - Porta potties will in the A parking area
 - There may be damage to trees or sidewalks from the equipment, they will repair closer to the end of the project
- Recommendations –
 - Expect heavy black dust that will be difficult to remove.
 - Remove all items from your patio/balcony
 - Put up plastic to protect the patio
 - You may want to move your vehicle away from the building or cover it due to the dust
- Air Conditioning Units – ***You must provide a key/code to access your unit to Beverly***
 - The AC company will be inspecting all units prior to the start of the project and provide a list of units that may not be suitable to be moved and will need to be replaced.
 - If your unit needs to be replaced, the AC company will provide two quotes @ bulk rates to replace the unit (and the air handler).
 - The AC stands on the roofs will need to be moved and replaced. *They will do their best to provide a few days' notice, but please be prepared ahead of time for limited notice.*
 - All AC units will be disconnected then moved. They may be down for a day or two.
 - This requires that the AC contractor can see you, a Crystal Bay associate, or your representative turn off the breaker in your unit's electrical panel.
 - Once the AC units are moved over, the AC contractor will need you, a Crystal Bay associate, or your representative turn on the breaker in your unit's electrical panel to verify that it is properly re-connected and operation.
 - You or your representative will need to check the status of the AC a few days after re-connection/replacement.

Dear Crystal Bay Owners,

I will be holding a Q&A zoom call regarding the upcoming roofing project. This meeting will occur

Tuesday June 27, 2023 at 6:00pm. I have attached a list of speaking points to work from for the conversation.

Please advise your renters as well, so they can know what to expect.

This will be the time for you to ask any questions you may have. I will try to have pricing and type of air conditioning units provided available at this meeting, for those who may be interested in bulk purchasing.

CORRECTION!

In addition, as a reminder from the Board meeting:

Thursday June 29, 2023 starting at 9:00 am American Air (Norman) will need to access each unit. He will begin in building F on the ground floor and will work up to the third floor. He told me he will need to go inside each unit to review the systems. After completion he will then come to the main building.

He will again start from the bottom and work up the building. This may take two days to complete. Please allow access to the units. Please either provide a key, a neighbor to access or any temporary lock codes to needed to accomplish this task. It is **very important** to the roofing project.

Also, on Wednesday, June 28, 2023 am, Pestguard Pest Control will be doing the once a year pest treatment. Each unit needs to be accessed.

Thank you for your assistance and hope to have a smooth transition on all of these items.

Beverly Neubecker, L/CAM
Crystal Bay property manager

Ameri-Tech Companies is inviting you to a scheduled Zoom meeting.

Topic: Crystal Bay Roof Q & A Meeting

Time: Jun 27, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86063642965?pwd=L2UwWmdkbHVZa0lUa0Q3M0lCWVlwUT09>

Meeting ID: 860 6364 2965

Passcode: 554281

One tap mobile

+13052241968,,86063642965#,,,,*554281# US

+13017158592,,86063642965#,,,,*554281# US (Washington DC)

Dial by your location

- +1 305 224 1968 US
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 860 6364 2965

Passcode: 554281

Find your local number: <https://us02web.zoom.us/u/kmtDPMIhM>

SEPTEMBER 25, 2023 ROOFING NOTICE:

DEAR CRYSTAL BAY RESIDENTS,
WE HAVE RECEIVED ADVISEMENT THAT
THE DELIVERY OF PRODUCT FOR THE ROOF
PROJECT WILL BE DELIVERED OCTOBER 6,
2023. MOST OF IT WILL BE PLACED ON THE
ROOF. ACCESS TO THE EMPLOYEE PARKING
WILL DEFINITELY BE NEEDED. THEY HAVE
NOT ADVISED ANY OTHER AREAS OF
NEEDED ACCESS AT THIS TIME. PLEASE
WATCH FOR OTHER NOTIFICATIONS AS WE
MAY NEED TO ADJUST PARKING IN FRONT
OF F BUILDING.

IN ADDITION,
IF YOU ARE INTERESTED IN THE BULK
PROGRAM FOR AC REPLACEMENT,
ESPECIAILLY F BUILDING, I NEED TO KNOW
BY **WEDNESDAY**, SEPTEMBER 27, 2023 SO I
CAN GET THE ORDERS IN TO AMERICA AIR.

THANK YOU FOR YOUR ASSISTANCE,
CRYSTAL BAY MANAGEMENT

CURRICULUM VITAE

ROBERT J. WHITCOMB

AIA, RRC, NCARB, CSI, CDT, CIT, RRP

C. B. Goldsmith and Associates, Inc.
2555 Nursery Road
Clearwater, Florida 33764

POSITION(S)

CEO, Principal-in-Charge
Forensic Architect, Roofing and Exterior Envelope Consultant
Specifications Writer
Radiation Safety Officer
Information Technology Manager/Webmaster

YEARS WITH FIRM

Thirty-Three (33) Years

LICENSES AND CERTIFICATIONS

Registered Architect, Florida (AR94537)
Registered Roof Consultant (No. 0653)
NCARB Certified (No. 66005)
Level I Certified Infrared Thermographer (No. 7719)
CDT, Construction Documents Technologist
RSO, Radiation Safety Officer
Nuclear Testing Equipment Certification (No. 70247) - Troxler Electronic Laboratories
RoofPoint Registered Professional
Certified SAP Post-Disaster Safety Evaluator

PROFESSIONAL MEMBERSHIPS

AIA, American Institute of Architects
IIBEC, The International Institute of Building Enclosure Consultants
NCARB, National Council of Architectural Registration Boards
CSI, Construction Specifications Institute
ASTM International
USGBC, The U.S. Green Building Council
NRCA, National Roofing Contractors Association

EDUCATION

University of South Florida, Master in Architecture (2000)
University of Florida, Bachelor of Design in Architecture (1993) - Highest Honors
St. Petersburg Junior College, Associate of Arts in Architecture (1991) - Honors
Infraspection Institute, Level 1 - Certified Infrared Thermographer Course (2008)

ACADEMIC MEMBERSHIPS

The Honor Society of Phi Kappa Phi
Golden Key International Honour Society
The American Institute of Architectural Students (AIAS)
Gargoyle Architecture Honor Society, University of Florida
The National Society of Collegiate Scholars

MILITARY

11/86 - 12/01
Rank/Branch: Staff Sergeant (E-6) / U.S. Army Reserves
Duties: Platoon Sergeant, Safety NCO and Unit Harbormaster
Honorably Discharged

PROFESSIONAL ACTIVITIES

Pinellas County School Board, Roofing Advisory Committee
Hillsborough County School Board, Roofing Advisory Committee
ETBA, Emerging Tampa Bay Architects
American Institute of Architects, Tampa Bay Chapter - West Director (2015)

NATIONAL COMMITTEES

American Society of Testing and Materials,
Voting Member D08 Committee (Roofing and Waterproofing)
Member E58 Committee (Forensic Engineering)
Member C11 Committee (Gypsum and Related Building Materials and Systems)

Subcommittee (C11.02)
Specifications and Test Methods for Accessories and Related Products

Subcommittee (C11.03)
Specifications for the Application of Gypsum and Other Products in Assemblies

Subcommittee (D08.02)
Prepared Roofing, Shingles and Siding Materials

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Subcommittee (D08.20)
Roofing Membrane Systems

Subcommittee (D08.22)
Waterproofing and Dampproofing Systems

Subcommittee (E58.06)
Incidents Involving Structures

PROJECT LIST (Roofing and Exterior Envelope Consulting), Partial Listing

2 Harbor Place (Meirose & Friscia, P.A.), Tampa, FL
475 Condominiums (Clemmons Architecture), St. Petersburg, FL
706 Guisando De Avila, Residence (Buss Ross), Tampa, FL
Artistry Apartments (The Best Consultant, Inc.), St. Petersburg, FL
Armacost Library (Eckerd College), St. Petersburg, FL
Arrawana Townhomes (Rojo Architecture), Tampa, FL
Avenue Loft Apartments (Mainstay Construction Services, LLC), Tampa, FL
Bay Area Oncology (Mark Rosenthal), Tampa, FL
Bayfront Tower (Wannemacher Jensen Architects), St. Petersburg, FL
Bella Capri Condominiums (Kimbrough Associates), Indian Rocks Beach, FL
Blue Meridian Sales Center (Rojo Architecture), Tampa, FL
Breakwater Model Home (Marc Rutenberg Homes), New Port Richey, FL
Briar Creek Mobile Home Community, Phase II (Progressive Mgmt), Palm Harbor, FL
Brownstones at Soho (BDG Architects), Tampa, FL
Chalet on White Sands (Christiano Construction), Clearwater Beach, FL
Charles Court Townhomes (Clemmons Architecture), St. Petersburg, FL
Chateau on White Sands (Rojo Architecture), Clearwater Beach, FL
Chibani Residence (Soliel Design Build), Tampa, FL
City Homes at Franklin (Rojo Architecture), Tampa, FL
City Homes at Swan Avenue (Rojo Architecture), Tampa, FL
Clearwater City Homes (Rojo Architecture), Clearwater, FL
Compton Residence (Rojo Architecture), Apollo Beach, FL
Cotterman Building (C. M. Cotterman & Company), Belleair, FL
Court Street City Homes (Rojo Architecture), Clearwater, FL
Culbreath Key Bayside Condominium (CKBC Association), Tampa, FL
Dale Mabry Elementary School (Rojo Architecture), Tampa, FL
Dayton Residence (Kimball Hill Homes), Marco Island, FL
Douglaston Villas and Townhomes (AIMCO), Altamonte Springs, FL
Duke Energy Building (JLL), St. Petersburg, FL
Dunbar Elementary School (Rojo Architecture), Tampa, FL
East Lake Middle School (Holmes Architects), Tarpon Springs, FL
Egret Pointe Residences (WCI Communities, Inc.), Sun City Center, FL
Everett Townhomes (Rojo Architecture), Tampa, FL
Fier Eye Surgical Center (Tamko Roofing Products), Stuart, FL
Fortmuller Residence (Deloach & Hofstra, PA), Madeira Beach, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Fuguitt Elementary School (WG Mills), Largo, FL
Galaxy Hotel (WS Architecture), St. Petersburg, FL
Gavron Residence (Northern Trust Bank), Palm Harbor, FL
Goliash Residence (AJ Contracting), Palm Harbor, FL
Grand Key Condominiums (Karins Engineering), Tampa, FL
Gunn Residence (Gunn Law Group, P.A.), Tampa, FL
Hankerson Residence (Elements Architects), Tampa, FL
Harold Court Town Homes (Rojo Architecture), Clearwater, FL
HCPS Maintenance West (Rojo Architecture), Tampa, FL
Horatio Townhomes (Rojo Architecture), Tampa, FL
Hillsborough High School (John McKenna Architect, PA), Tampa, FL
Hogan Residence, (Troiano & Roberts, P.A.), Lakeland, FL
Hollins Residence, St. Petersburg, FL
Hubert Apartments (Rojo Architecture), Tampa, FL
Hyde Park Tower (Rojo Architecture), Tampa, FL
Ina Colen Academy (Wannemacher Jensen Architects), Ocala, FL
Island View Condominiums (BDG Architects), Clearwater, FL
ISPC Corporate Office (Rojo Architecture), Tampa, FL
J Vince Thompson Elementary School (Hillsborough County Schools), Ruskin, FL
Joe DiMaggio Children's Hospital (Memorial Healthcare Systems), Hollywood, FL
Lacamera Residence (Lennar Corp), Bradenton, FL
Lakeshore Club Apartments (Updike, Kelly & Spellacy), Tampa, FL
Lakeview Fundamental Elementary (Pinellas County Schools), St. Petersburg, FL
Jack R Lamb Elementary School (Hillsborough County Schools), Tampa, FL
Lagacy Park Town Homes (Rojo Architecture), Tampa, FL
Largo Community Center (Wannemacher Jensen Architects), Largo, FL
Lloyd Estates Elementary School (FICE Design, Inc.), Oakland Park, FL
Madeira Beach Fundamental (Pinellas County Schools), Madeira Beach, FL
Manhattan Casino Building (City of St. Petersburg), St. Petersburg, FL
Marina Bay Condominiums (BDG Architects), St. Petersburg, FL
Marina Pointe, Phase 1 (Baker Barrios), Tampa, FL
McPherson Residence, Melbourne Beach, FL
Meizner Towers (Buckley & Fudge, PA), Boca Raton, FL
Memorial Medical Center (Rojo Architecture), Tampa, FL
Mintz Elementary School (SOL-Design Studio), Brandon, FL
Miramar Medical Office Building II (Memorial Health Systems), Miramar, FL
Monin Warehouse (The Sherwin-Williams Company), Largo, FL
Monroe Middle School (SOL Design Studio + JMA), Tampa, FL
Montecito Point Apartments (Cole, Scott & Kissane, P.A.), Jacksonville, FL
Morningside Recreation Center (Wannemacher Jensen Architects), Clearwater, FL
Mugs Restaurant (CSC Properties LLC), Clearwater, FL
Murtagh Residence, St. Petersburg, FL
North Bay Animal Hospital, Tampa, FL
Northwest Recreation Center (City of St. Peterburg), St. Petersburg, FL
Northwood Village Shopping Center (Kennedy Investments), Tampa, FL
Ocala Aquatics Building (Wannemacher Jensen Architects), Ocala, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Palma Ceia Presbyterian Church (RBK Architects), Tampa, FL
Palm River Townhomes (Rojo Architecture), Tampa, FL
Perkins State Bank (Florida Concepts), Williston, FL
Pierce Middle School (SOL Design Studio + JMA), Tampa, FL
Pinellas Center Limited (Ciminelli Real Estate Services), Largo, FL
Plaza Fifth Avenue Condominiums (Clemmons Architecture), St. Petersburg, FL
Publix Store #95 (Building Diagnostics Associates), Seminole, FL
Residences at Circle Park (Rojo Architecture), Tampa, FL
Richardson Residence (Lennar Corp), Ellenton, FL
Riverhomes Country Isles (Rojo Architecture), Tampa, FL
Roberts Recreation Center (City of St. Petersburg), St. Petersburg, FL
Roosevelt Townhomes (Rojo Architecture), St. Petersburg, FL
Sansara Condominium (Jones Development Company, LLC), Sarasota, FL
Schmidt Elementary School (Hillsborough County Schools), Brandon, FL
Siena at Celebration Condominiums (DLA Piper), Celebration, FL
Serenata Condominiums (Vernis & Bowling), Orlando, FL
Seybold City Homes (Rojo Architecture), Old Hyde Park, Tampa, FL
Shaw Elementary School (Hillsborough County Schools), Tampa, FL
Sheirer/Major Residence, Indian Rocks Beach, FL
St. Jude's Cathedral (Catholic Diocese of St. Petersburg), St. Petersburg, FL
St. Petersburg Pier (City of St. Petersburg), St. Petersburg, FL
Station Square Condominiums (Kip E. Daniel Architect), Clearwater, FL
Straub Court Townhomes (Clemmons Architecture), St. Petersburg, FL
Sunken Gardens (Harvard Jolly Clees Toppe Architects, P.A.), St. Petersburg, FL
Sunrise Middle School (FICE Design, Inc.), Fort Lauderdale, FL
Sunset Pointe at Collany Key (Collany Key Development, LLC), Tierra Verde, FL
Tampa Bay Research Institute Building (Jabil, Inc.), St. Petersburg, FL
Tampa Memorial Hospital (Rojo Architecture), Tampa, FL
Tampa Theatre (Ruyle Masters + Jennewein), Tampa, FL
The Alagon on Bayshore (Merit Professional Coating), Tampa, FL
The Portland (Rojo Architecture), St. Petersburg, FL
The Strand (David L Wallace and Associates), Clearwater, FL
The Trio at Encore (The Sherwin-Williams Company), Tampa, FL
Tiffany Plaza Condominiums (Tiffany Plaza Condominiums Assoc), Longboat Key, FL
Trinity Medical Office Building (Rojo Architecture), New Port Richey, FL
Tropicana Field (Tampa Bay Rays), St. Petersburg, FL
Tuscon's Restaurant (RRE Realty Services), Clearwater, FL
UCF Biomedical Building (Hellmuth, Obata + Kassabaum), Lake Nona, FL
U.S. Post Office, Largo/Seminole Branch (Ruyle Masters + Jennewein), Seminole, FL
University of Tampa (University of Tampa Facilities), Tampa, FL
Valencia Tower Condos (BDG Architects), Tampa, FL
Villaggio Condominiums (Kimbrough Associates), St. Petersburg, FL
Village Green Apartments (AIMCO), Altamonte Springs, FL
Vista 400 Apartments (Mesh Architecture), Tampa, FL
Warren Hope Dawson Elementary (Hillsborough County Schools), Riverview, FL
Weis Residence (Kimball Hill Homes), Lithia, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Wellington Regional Womens Center (FCCI Insurance), Wellington, FL
Westside Elementary School (Holmes Hepner & Associates), Spring Hill, FL
Wexford Townhomes (The Wilson Company), Tampa, FL
Wilson Middle School (Rojo Architecture), Tampa, FL
Windrift Apartments (AIMCO), Orlando, FL

PROJECT LIST (Forensic Investigations - Building Envelope), Partial Listing

150 Worth Avenue (JT Costa), Palm Beach, FL
Academy of the Holy Names (Batson-Cook), Tampa, FL
Aliko Atrium Condominiums (Insurance Recovery International), Ormond Beach, FL
American Strategic Insurance Building (Rissman, Barrett, et al.), St. Petersburg, FL
Anona Elementary School (Hillsborough County Schools), Largo, FL
Armwood High School (Hillsborough County Schools), Tampa, FL
Aqua 280 Condominium (280 GGP, LLC), Sarasota, FL
BayCare Health Systems (Oldsmar Town Center), Oldsmar, FL
Beach Place Condominiums (Sherwin Williams), Indian Shores, FL
Belleair Beach Community Center (City of Belleair Beach), Belleair Beach, FL
Bell Channelside Condominiums (Sherwin Williams), Tampa, FL
Bellevue Place Condominiums (JMC), Clearwater, FL
Ben Hill Middle School (Hillsborough County Schools), Tampa, FL
Bethel Lutheran Church (Cole, Scott & Kissane), Clearwater, FL
Bloomingdale High School (Hillsborough County Schools), Tampa, FL
Bush Ross Building (RBK Architects), Tampa, FL
Campbell Park Recreation Center (City of St. Petersburg), St. Petersburg, FL
City Home at Vinoy Place (Irwin Contracting), St. Petersburg, FL
City of Seminole Community Center (McCarthy and Associates), Seminole, FL
Coleman Residence (Meirose & Friscia, P.A.), Belleair Beach, FL
Colonial Grand Apartments (FCCI), Sarasota, FL
Community Plaza (Ryan Companies US, Inc.), New Port Richey, FL
Coral Sands Inn (Insurance Recovery International), Ormond Beach, FL
Country Lakes Condominiums (Infiniti Property Management, Inc.), Clearwater, FL
Courtney Place Apartments (Fisher Rushmer, et. al), Orlando, FL
Cristescu Residence (DeLoach & Hofstra), St. Petersburg, FL
Cross Bayou Business Center, Mosk Development Co), Pinellas Park, FL
Daytona Beach Community College, Daytona Beach, FL
David "Hap" Clark, Jr. Building (Pasco County), Land O' Lakes, FL
Deer Park Elementary School (Hillsborough County Schools), Tampa, FL
East Lake Club Apartments (Pinellas County Housing Authority), Oldsmar, FL
Edgewater Villas (Insurance Recovery International), Stuart, FL
Edge Hotel (Macfarlane Ferguson & McMullen), Clearwater, FL
Enclave Condos (Seidensticker & San Filippo, LLC), Naples, FL
Harbor Court Condominiums (Harbour Court Condominium Association) Tampa, FL
Hubert Apartments (Rojo Architecture), Tampa, FL
Joe DiMaggio Children's Hospital (Memorial Healthcare System), Hollywood, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Key West Cottages (Clemmons Architecture), St. Petersburg, FL
Kim Residence (Alpine Securities), St. Thomas, U.S. Virgin Islands
Kimbell Elementary School (Batson-Cook Company), Tampa, FL
Gaither Senior High School (Hillsborough County Schools), Tampa, FL
Glazer Residence (Mr. Bryan G. Glazer), Tampa (Harbour Island), FL
Guest Quarters (Guest Quarters Suite Resorts), Lake Buena Vista, FL
Guest Quarters (Guest Quarters Suite Resorts), Tampa, FL
Gus A. Stavros Institute Campus (Pinellas County Schools), Largo, FL
Hernando Medical Center (Jireh, Inc.), Spring Hill, FL
Jasmine Bay Towers (Southwest Property Management Corp), Estero, FL
Joe DiMaggio Children's Health Specialty Center (Memorial Healthcare System) Wellington, FL
La Quinta Inn (Insurance Recovery International), Orlando, FL
Limona Elementary School (Rojo Architecture), Brandon, FL
Mahaffey Theatre (City St. Petersburg), St. Petersburg, FL
Manhattan Casino Building (City of St. Petersburg), St. Petersburg, FL
Maximo Elementary School (Pinellas County Schools), St. Petersburg, FL
Meadowlawn Middle School (Pinellas County Schools), St. Petersburg, FL
Melting Pot Corporate Offices (DLA Piper US LLP), Tampa, FL
Memorial Regional Hospital West (Memorial Healthcare System), Hollywood, FL
Mirror Lake Library (City of St. Petersburg), St. Petersburg, FL
Moon Underwater Restaurant (Rhode Clemmons Architects), St. Petersburg, FL
New Porty Richey Medical Plaza, New Porty Richey, FL
North Shore Elementary School (Pinellas County Schools), St. Petersburg, FL
Norwood Secondary High School (Pinellas County Schools), St. Petersburg, FL
Oak Park Elementary School (Hillsborough County Schools), Tampa, FL
Palm Auto Plaza (Glen Goldsmith), West Palm Beach, FL
Palma Vista Condominiums (Palma Vista Condominium Association), Tampa, FL
Pertile Residence (Battaglia Ross, et. al.), Tarpon Springs, FL
Plant High School (Hillsborough County Schools), Tampa, FL
Progress Energy ECC Building (Wannemacher Jensen), St. Petersburg, FL
Rainbow Roller Rink (Fisher Rushmer, et. al.), Largo, FL
Renaissance Condominiums (Price, Hamilton & Price), Sarasota, FL
Renaissance at Lake Ivanhoe, Orlando, FL
Robbins Taylor Residence (DLA Piper), Rosemary Beach, FL
Rubinson Residence, Clearwater, FL
Rumbaugh Residence (Bild Law), Tampa, FL
San Marino Apartments (Greystar Investment Group), Naples, FL
SanSeair Condominiums (SanSeair Condominium Association), St. Pete Beach, FL
Seminole Community Center (Mason Blau and Associates), Seminole, FL
Seminole Recreation Center (City of Seminole), Seminole, FL
74th Street Elementary School (Pinellas County Schools), St. Petersburg, FL
Sandbar Townhomes (Daniel Harris, PA), St. Petersburg, FL
The Sheridan at Cooper City (Artemis Real Estate Partners), Cooper City, FL
Sickles High School (Hillsborough County Schools), Tampa, FL
Southern Oaks Elementary School (Pinellas County Schools), Largo, FL
Southside Fundamental Middle School (Pinellas County Schools), St. Petersburg, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

St. Jude's Cathedral (Griffin Design Associates), St. Petersburg, FL
St. Nicholas Greek Orthodox Church (St. Nicholas Parish Council), Tarpon Springs, FL
St. Petersburg Bayfront Center (City of St. Petersburg), St. Petersburg, FL
St. Petersburg Police Training Facility (City of St. Petersburg), St. Petersburg, FL
St. Raphael Condominiums (St. Raphael Condominium Association), Naples, FL
Stone's Throw Condominiums (Forizs & Dogali, P.A.), St. Petersburg, FL
Straske Residence (Soleil Design), Tampa, FL
Sugar Creek Professional Center (Community Mgt. Concepts, Inc.), Clearwater, FL
Summit Gateway Apartments (Capreit Aquisition Corp.), St. Petersburg, FL
Sundance Apartments (Greystar Investment Group), Clermont, FL
Sutherland Elementary School (Pinellas County Schools), Palm Harbor, FL
Tamboli Residence (Soleil Design), Tampa, FL
Tarpon Springs High School (Pinellas County Schools), Tarpon Springs, FL
The Alagon Condominiums (Irwin Contracting), Tampa, FL
The Highlands at Hunters Green (Greystar Investment Group), Tampa, FL
TownePlace Suites (Marriott), Tampa, FL
Tree Top Villas (Quintairos, Prieto, Wood & Boyer, P.A), Clearwater, FL
Tropic Sun Towers (Insurance Recovery International), Ormond Beach, FL
Tyrone Elementary School (Pinellas County Schools), St. Petersburg, FL
Ukranian Catholic Church Epiphany of Our Lord, St. Petersburg, FL
Venetian Condominiums (Allweiss & Allweiss), Treasure Island, FL
Verizon Data Center (HOK), Temple Terrace, FL
Village Green Town Homes (Nohl Crest Homes), Tampa, FL
Vintage Bay Condominiums (Cooney Trybus Kwavnick Peets), Marco Island, FL
Walt Disney World Swan Hotel (The Walt Disney Company), Orlando, FL
Waterstreet Condominiums (Valenti Campbell, et al.), Celebration, FL
Woodbury Apartments (GrayRobinson, P.A.), Bradenton, FL
Zephyr Plaza (Ulrich, Scarlett, Wickman & Dean, PA), Zephyrhills, FL

PROJECT LIST (Forensic Investigations - Roofing), Partial Listing

Avalon at Clearwater Apartments (Avalon Condo. Association), Clearwater, FL
Bahia del Mar M (Karins Engineering), Tierra Verde, FL
Bank of America Building (Cantor + Partners), New Port Richey, FL
Bay Area Oncology (MSR Public Adjusters), Tampa, FL
Belleair Steakhouse (EVK Enterprises, Inc.), Largo, FL
Bouquet Residence (Bild Law), Largo, FL
Bristol Court (Anthony & Partners), St. Petersburg, FL
Burton Residence (Mr. H. Burton), Indian Rocks Beach, FL
Central High School (Tamko Building Products), Tuscaloosa, AL
Clearview Oaks/Paradise Condominium (Management & Assoc.), Kenneth, City, FL
Coleman Middle School (Hillsborough County Schools), Tampa, FL
Coral Reef Resort (Mr. David Knowlton), St. Petersburg, FL
Culbreath Key Condominiums (CKC Board), Tampa, FL
Deer Hollow at East Lake Apartments, Palm Harbor, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Downs Residence (Law Office of Pat Dekle), Tampa, FL
Egret Pointe Residences (WCI), Sun City Center, FL
Feather Sound Community Church, Clearwater, FL
Fier Eye Surgical Center (Tamko Roofing Products), Stuart, FL
Fuguitt Elementary IR Survey (WG Mills), Largo, FL
Furman Residence (Bild Law), Palm Harbor, FL
Galbraith Marine Science Lab (Eckerd College), St. Petersburg, FL
Gayley Plant Division of Milliken & Company (Tamko Roofing Products), Marietta, SC
Glazer Residence (Dalan, Katz & Siegel, P.L.), Tampa, FL
Gilbert Residence (Tamko Building Products), Guyton, GA
Grand Reserve @ Kirkman Parke (Insurance Recovery International), Orlando, FL
Hansen Residence (Macfarlane Ferguson & McMullen), Belleair Beach, FL
Hillsborough Community College (Allied Roofing), Tampa, FL
HCSB Transportation Building (Hillsborough County Schools), Thonotosassa, FL
Horizon Townhouse Condos (Law Office of Brennan & Kretschmer), Bradenton, FL
Humphreys Hall, The University of the South (Tamko Roofing Products), Sewanee, TN
Indian River County Admin. Buildings A & B (Murphy & Walker), Vero Beach, FL
Technical Training Facility, Goodfellow AFB (Trenum Law), San Angelo, TX
Kane Residence (Macfarlane Ferguson), Largo, FL
Kane's Furniture Store (Insurance Recovery International), Sarasota, FL
Lakeshore Apartments (Harbour Realty), Tampa, FL
Mack Farms Office Building (Saxon Gilmore), Lake Wales, FL
Mangrove Cay Condominiums (Buckley Law Group), St. Petersburg, FL
McCabe Residence (Parrillo Weiss, LLC) St. Petersburg, FL
Meadows Community Center (Meadows Community Association), Sarasota, FL
MLB Building (Wannemacher Jensen Architects), St. Petersburg, FL
Oceans 12 Condominiums (Christiano Construction Co.), Clearwater Beach, FL
Odessa Warehouse (Florida Industrial Properties, Inc.), Odessa, FL
Park Lake Townhouses - Phase II (Insurance Recovery International), Maitland, FL
Penthouse Greens (Penthouse Greens Condominium Association), Largo, FL
Perry Residence (Custom Creations of Tampa Bay, Inc.), Belleair, FL
Pierce 100 Building (The Board of 100 Pierce Condominium), Clearwater, FL
Pinellas County Schools Administration Building (Pinellas County Schools), Largo, FL
Pinellas Place Shopping Center (EVK Enterprises, Inc.), Largo, FL
Port Charlotte High School (Sarasota County Schools), Port Charlotte, FL
Robinson Challenge Campus (Hillsborough County Schools), Clearwater, FL
Rogers High School (Tamko Building Products), Rogers, AR
Royal Camelot Condo-Apartments (Repka & Jennings, P.A.), Clearwater Beach, FL
Roosevelt Park (Rojo Architecture), Clearwater, FL
Salva v. Tamko (Lavin, O'Neil, Ricci, Cedrone & DiSipio), Moosic, PA
Saratoga Resort Villas (Insurance Recovery International), Kissimmee, FL
Seminole Fire Station #29 (City of Seminole), Seminole, FL
Seminole Recreation Center (City of Seminole), Seminole, FL
Sevier Residence (Degan, Blanchard & Nash), Baton Rouge, LA
Shah Elementary School (Hillsborough County Schools), Tampa, FL
Sheraton World Resort (Meirose & Friscia, P.A.), Orlando, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Sigma Alpha Epsilon Bldg (FL Upsilon Housing Corp), Gainesville, FL
Silver Sands Condominiums (Silver Sands Condominium Association), Pasedena, FL
Station Square Condominiums (Beck Construction), Clearwater, FL
St. Petersburg High School, Bldg. No. 1 (Pinellas County Schools), St. Petersburg, FL
Sun City Emergency Response Squad, Sun City Center, FL
Sunset Beach Dunes (Sunset Beach Dunes Condo Association) Treasure Island, FL
Tampa Theater Marquis (Silver Sands Condominium Association), Tampa, FL
TECO Energy Center (Christiano Construction), Tampa, FL
The Preserve @ Placido Bayou (Tamko Building Products), St. Petersburg, FL
The Shore Condominiums (The Shore Condominium Association), Longboat Key, FL
Tierra Sound Condominiums (Tierra Sound Condo. Association), Tierra Verde, FL
Tropical Sportswear Int'l Corp, Tampa, FL
Tyrone Elementary School (Pinellas County Schools), St. Petersburg, FL
U.S. Home Roofing Specifications/Quality Control (U.S. Homes), Clearwater, FL
UPS Building (Cargo Ventures), Miami, FL
United States Postal Service (USPS), Davenport Branch Office, FL
United States Postal Service (USPS), Haines City Branch Office, FL
United States Postal Service (USPS), Largo/Seminole Branch Office, FL
United States Postal Service (USPS), Osprey Branch Office, FL
United States Postal Service (USPS), Spring Hill Branch Office, FL
Verandah One at Heritage Oaks (Lennar Corp.), Bradenton, FL
Walgreens at the Bluffs (Bruce Strumpf, Inc.), Belleair Bluffs, FL
Westfield Countryside Mall (The Bleakley Baval Law Firm), Clearwater, FL
Winding Wood Condominiums (Winding Wood Condo. Assoc.), Clearwater, FL

PROJECT LIST (Contract Document - Re-roofing), Partial Listing

49th Street MVI - Bus Compound (Pinellas County Schools), Clearwater, FL
74th Street Elementary School (Pinellas County Schools), St. Petersburg, FL
Aqua Apartments (Mesh Architecture), Tampa, FL
Bay Pines VAHCS Building 102 (Biosphere International), Bay Pines, FL
Bayfront Tower Condominiums, Phase I & II (Bayfront Tower), St. Petersburg, FL
Ben Hill Middle School (Hillsborough County Schools), Tampa, FL
Bellemy Elementary School (Hillsborough County Schools), Tampa, FL
Beverly Apartments (Fowler White et. al.), Tampa, FL
Blake High School (Hillsborough County Schools), Tampa, FL
Brandychase Condominiums (Brandychase Condominium Association), Tampa, FL
Briar Creek Mobile Home Community, Phase II (Progressive Mgmt), Palm Harbor, FL
Caminiti Exceptional Center (Hillsborough County Schools), Tampa, FL
Canterbury Tower Healthcare Building (Canterbury Tower), Tampa, FL
Central High/Endeavor Building (Hernando County Schools), Brooksville, FL
Circle Park Residences (Rojo Architecture), Tampa, FL
Citrus County Schools -District Service Center (Citrus County Schools), Inverness, FL
Citrus High School (Citrus County Schools), Inverness, FL
Claywell Elementary School (Hillsborough County Schools), Tampa, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Clearview Oaks/Paradise Condominium (Management & Assoc.), Kenneth, City, FL
Clearwater MVI - Bus Compound (Pinellas County Schools), Clearwater, FL
Clearwater High School, Building 18 (Pinellas County Schools), Clearwater, FL
Clermont Shopping Center (J&R Co-op Construction), Clermont, FL
Coachman Fundamental Middle School (Pinellas County Schools), Clearwater, FL
Coachman Service Center (Pinellas County Schools), Clearwater, FL
Coleman Middle School (Hillsborough County Schools), Tampa, FL
Chateau Towers Condos (Chateau Towers Condo. Assoc.), South Pasadena, FL
Crystal River Middle School (Citrus County Schools), Crystal River, FL
Curtis Fundamental Elementary School (Pinellas County Schools), Clearwater, FL
Cypress Woods Elementary School (Pinellas County Schools), Palm Harbor, FL
Dover Elementary School (Hillsborough County Schools), Dover, FL
Durant High School (Hillsborough County Schools), Plant City, FL
East Lake High School (Pinellas County Schools), Tarpon Springs, FL
Edison Elementary School (Hillsborough County Schools), Tampa, FL
Eisenhower Jr. High School (Hillsborough County Schools), Tampa, FL
Erwin Technical Center (Hillsborough County Schools), Tampa, FL
Faircrest Condominiums (Faircrest Condominium Association), Tampa, FL
Fedora Townhomes (Rojo Architecture), Clearwater, FL
Fire Station No. 4 (City St. Petersburg), St. Petersburg, FL
Fire Station No. 7 (City St. Petersburg), St. Petersburg, FL
Fleet Radio Shop (City of St. Petersburg), St. Petersburg, FL
Floral City Elementary School (Citrus County Schools), Floral City, FL
Folsom Elementary School (Hillsborough County Schools), Tampa, FL
Foster Elementary School (Hillsborough County Schools), Tampa, FL
Fresco's Waterfront Bistro (City of St. Petersburg), St. Petersburg, FL
Gibson Residence, Clearwater, FL
Glazer Residence (Dalan, Katz & Siegel, P.L.), Tampa, FL
Grady Elementary School (Hillsborough County Schools), Tampa, FL
GTE - Emergency Generator Wing (Verizon Data Services), Tampa, FL
Harold Court Townhomes (Rojo Architecture), Clearwater, FL
Hillsborough County Schools, Maintenance West (Hillsborough County Schools), Tampa, FL
Holy Family Catholic Church (Catholic Diocese of St. Petersburg), St. Petersburg, FL
Inverness Middle School (Citrus County Schools), Inverness, FL
Island Marina Shopping Center (Island Marina Developers), St. Petersburg, FL
Kapok Pavilion - Piano Room, Clearwater, FL
Kapok Pavilion - Warehouse, Phase III, Clearwater, FL
Kapok Pavilion - Thoroughbred Music, Clearwater
Kenly Elementary School (Hillsborough County Schools), Tampa, FL
Lake St. George Elementary School (Pinellas County Schools), Palm Harbor, FL
Lake Vista Recreation Center (City of St. Petersburg), St. Petersburg, FL
Lakeshore Ranch Center (Lakeshore Ranch Community Development District), Land O Lakes, FL
LaVoy Exceptional Center (Hillsborough County Schools), Tampa, FL
Leto High School (Ranon Architects), Tampa, FL
Lido Beach Club Condominiums (LBC Condo Board), Sarasota, FL
Lincoln Elementary School (Hillsborough County Schools), Plant City, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Limona Elementary School (Rojo Architecture), Brandon, FL
Loral Data Systems Building (Loral Data Systems), Sarasota, FL
MacDill Townhomes (Rojo Architecture), Tampa, FL
Mack Farms Office Building (Saxon Gilmore), Lake Wales, FL
Mahaffey Theatre, Stage Roof (City St. Petersburg), St. Petersburg, FL
Matanzas Townhomes (Rojo Architecture), Tampa, FL
Memorial Middle School (Hillsborough County Schools), Tampa, FL
Mendez Office Building (J.O. DeLotto and Sons, Inc.), Tampa, FL
Mildred Helms Elementary School (Pinellas County Schools), Largo, FL
Monroe Middle School (Hillsborough County Schools), Tampa, FL
Morgan Woods Elementary School (Hillsborough County Schools), Tampa, FL
Mort Elementary School (Hillsborough County Schools), Tampa, FL
Mount Vernon Elementary School, (Pinellas County Schools), St. Petersburg, FL
Nations Bank, St. Petersburg, FL
New Port Office Building (M. Abdoney), Tampa, FL
North Shore Elementary School (Pinellas County Schools), St. Petersburg, FL
North Shore Pool Complex (City of St. Petersburg), St. Petersburg, FL
North Tampa Alternative School (Hillsborough County Schools), Tampa, FL
Northwest Elementary School (Hillsborough County Schools), Hudson, FL
Norwood Secondary High School (Pinellas County Schools), St. Petersburg, FL
Oak Grove Elementary School (Hillsborough County Schools), Tampa, FL
Osceola Middle School (Pinellas County Schools), Seminole, FL
Palm Harbor Middle School (Pinellas County Schools), Palm Harbor, FL
Palm Harbor University High School (Pinellas County Schools), Palm Harbor, FL
Palm River Townhomes (Rojo Architecture), Tampa, FL
Palmetto Village Shopping Center (Bruce Strumpf, Inc.), Palmetto, FL
Penthouse Greens (Penthouse Greens Condominium Association), Largo, FL
Pinellas County School Board Admin. Building (Pinellas County Schools), Largo, FL
Pinellas Place Shopping Center (EVK Enterprises, Inc.), Largo, FL
Pinellas Technical Education Center (Pinellas County Schools), St. Petersburg, FL
Port Belleair Condominiums (Port Belleair Condominium Association), Belleair, FL
Quail Hollow Middle School (Pasco County Schools), Wesley Chapel, FL
Racquet Club Condominiums (Racquet Club Condo Board), St. Petersburg, FL
Raymond O. Shelton Admin. Center, (Hillsborough County Schools), Tampa, FL
Regent Grand (Strata Corporation), Grace Bay, Turks & Caicos Islands
Robinson High School (Hillsborough County Schools), Tampa, FL
Roosevelt Elementary School (Hillsborough County Schools), Tampa, FL
Roosevelt Townhomes (Rojo Architecture), St. Petersburg, FL
Roosevelt Park (Rojo Architecture), Clearwater, FL
Ridgecrest Elementary School (Pinellas County Schools), Largo, FL
Rio Vista Elementary School (Pinellas County Schools), St. Petersburg, FL
Riverhills Elementary School (Hillsborough County Schools), Temple Terrace, FL
River Ridge High School (Pasco County Schools), New Port Richey, FL
Rubin Center (Rubin Management), Clearwater, FL
Rutenberg Residence, Belleair Shores, FL
Safety Harbor Middle School (Pinellas County Schools), Safety Harbor, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Sam Ash Music Store (Armadillo Enterprises), Sarasota, FL
Sandy Lane Elementary School (Pinellas County Schools), Dunedin, FL
Schrader Elementary School (Pasco County Schools), New Port Richey, FL
Schwarzkopf Elementary School (Hillsborough County Schools), Tampa, FL
Seminole Middle School (Pinellas County Schools), Seminole, FL
Shaw Elementary School (Hillsborough County Schools), Tampa, FL
Shore Acres Recreation Center (City of St. Petersburg), St. Petersburg, FL
Southern Oaks Elementary School (Pinellas County Schools), Largo, FL
Southside Fundamental Middle School (Pinellas County Schools), St. Petersburg, FL
St. Petersburg Coliseum (City of St. Petersburg), St. Petersburg, FL
St. Petersburg Fire Rescue Headquarters, (City of St. Petersburg), St. Petersburg, FL
St. Petersburg High School, Bldg. No. 1 (Pinellas County Schools), St. Petersburg, FL
St. Jude's Cathedral (Catholic Diocese of St. Petersburg), St. Petersburg, FL
St. Mary's Catholic Church (Catholic Diocese of St. Petersburg), St. Petersburg, FL
Springhead Elementary School (Hillsborough County Schools), Plant City, FL
Summerfield Elementary School (Hillsborough County Schools), Tampa, FL
Sunken Gardens (City of St. Petersburg), St. Petersburg, FL
Sunken Gardens, Low Roof (City of St. Petersburg), St. Petersburg, FL
Sunset Beach Dunes (Sunset Beach Dunes Condo Association) Treasure Island, FL
Sutherland Elementary School (Fleischman Garcia), Palm Harbor, FL
Tahitian Towers Condominiums (Tahitian Towers Condo. Assoc.), Indian Shores, FL
Tampa Bay Boulevard Elementary School (Hillsborough County Schools), Tampa, FL
Tampa Bay Technical High School (Hillsborough County Schools), Tampa, FL
Tampa Stadium Press Box (Tampa Sports Authority), Tampa, FL
Tarpon Springs Boys & Girls Club, Tarpon Springs, FL
Tarpon Springs Middle School (Pinellas County Schools), Tarpon Springs, FL
The Highlands at Hunters Green (Greystar Investment Group), Tampa, FL
Thomas Jefferson High School (Hillsborough County Schools), Tampa, FL
Thomas Weightman Middle School (Pasco County Schools), Zephyrhills, FL
Tierra Sound Condominiums (Tierra Sound Condo. Association), Tierra Verde, FL
Tomlinson Adult Learning Center (Pinellas County Schools), St. Petersburg, FL
Tyrone Middle School (Pinellas County Schools), St. Petersburg, FL
Van Buren Middle School (Hillsborough County Schools), Tampa, FL
Vinoy Place Condominium (Vinoy Place Condo Association, Inc.), St. Petersburg, FL
Warehouse on Hanna Avenue (Hillsborough County Schools), Tampa, FL
Webb Middle School, (Hillsborough County Schools), Tampa, FL
West Zephyrhills Elementary (Pasco County Schools), Zephyrhills, FL
Wilson Elementary School (Hillsborough County Schools), Plant City, FL
Wilson Jr. High School (Hillsborough County Schools), Tampa, FL
Wimauma Elementary School (Hillsborough County School), Wimauma, FL
Withlacoochee Technical Institute (Citrus County Schools), Inverness, FL
Woodlawn Elementary School (Pinellas County Schools), St. Petersburg, FL

PROJECT LIST (Contract Document - Exterior Envelope Renovations), Partial Listing

Alonzo High School (Hillsborough County Schools), Tampa, FL
BayCare Health Systems (Oldsmar Town Center), Oldsmar, FL
Buildings F&G (City of St. Petersburg), St. Petersburg, FL
Collins Elementary School (Hillsborough County Schools), Riverview, FL
Corr Elementary School (Hillsborough County Schools), Gibsonton, FL
David "Hap" Clark, Jr. Building (Pasco County), Land O' Lakes, FL
Daytona Beach Community College, Daytona Beach, FL
Deer Park Elementary School (Hillsborough County Schools), Tampa, FL
Ellis Residence (Mr. Andy Ellis), Treasure Island, FL
Faircrest Condominiums (Faircrest Condominium Association), Tampa, FL
Fitzgerald Middle School (Pinellas County Schools), Largo, FL
Folsom Elementary School (Hillsborough County Schools), Thonotosassa, FL
Gaither Senior High School (Hillsborough County Schools), Tampa, FL
Guest Quarters Suite Hotel (Guest Quarters Suite Resorts), Lake Buena Vista, FL
Guest Quarters Suite Hotel (Guest Quarters Suite Resorts), Tampa, FL
Gus A. Stavros Institute Campus (Pinellas County Schools), Largo, FL
Hall Residence (Anclote Restoration), St. Petersburg, FL
Kimbell Elementary School (Hillsborough County Schools), Tampa, FL
Lakeview Fundamental Elem. School (Pinellas County Schools), St. Petersburg, FL
Miles Elementary School (Hillsborough County Schools), Tampa, FL
North Shore Elementary School (Pinellas County Schools), St. Petersburg, FL
Norwood Secondary High School (Pinellas County Schools), St. Petersburg, FL
Oak Park Elementary School (Hillsborough County Schools), Tampa, FL
Osceola Middle School (Pinellas County Schools), Seminole, FL
Palm Harbor Middle School (Pinellas County Schools), Palm Harbor, FL
Palma Vista Condominiums (Palma Vista Condominium Association), Tampa, FL
Pierce Middle School (SOL-Design Studio), Tampa, FL
Roosevelt Elementary School (Hillsborough County Schools), Tampa, FL
SanSeair Condominiums (SanSeair Condominium Association), St. Pete Beach, FL
Schmidt Elementary School (Hillsborough County Schools), Brandon, FL
Seminole Middle School (Pinellas County Schools), Seminole, FL
Southern Oaks Elementary School (Pinellas County Schools), Largo, FL
St. Nicholas Greek Orthodox Church (St. Nicholas Parish Council), Tarpon Springs, FL
St. Petersburg City Hall (HADP Architecture), St. Petersburg, FL
Sunburst Cove (Sunburst Cove Condominium Association), Indian Shores, FL
Sunken Gardens (City of St. Petersburg), St. Petersburg, FL
Tarpon Springs Middle School (Pinellas County Schools), Tarpon Springs, FL
Valrico Elementary School (Hillsborough County Schools), Valrico, FL
Verizon Data Center (HOK), Temple Terrace, FL
Village Green Town Homes (Nohl Crest Homes), Tampa, FL
Walden Lake Elementary School (Hillsborough County Schools), Plant City, FL
Walding Residence (Dr. Stephen Walding, III), Lakeland, FL
Walt Disney World Swan Hotel, Lake Buena Vista, FL
Walter Fuller Pool (City of St. Petersburg), St. Petersburg, FL

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

Warehouse on Hanna Avenue (Hillsborough County Schools), Tampa, FL
Westchase Elementary School (Hillsborough County Schools), Tampa, FL
Winn Dixie - Pinellas Place (EVK Enterprises, Inc.), Pinellas Park, FL

PROJECT LIST (Contract Document - Building Renovations), Partial Listing

Bay Vista Fundamental Elem. School (Pinellas County Schools), St. Petersburg, FL
Belleair Elementary School (Pinellas County Schools), Clearwater, FL
Ben Hill Middle School (Hillsborough County Schools), Tampa, FL
Clam Bayou House (City of St. Petersburg), St. Petersburg, FL
King's Highway Elementary School (Pinellas County Schools), Clearwater, FL
MacDill AFB, Officer Housing (Clark Realty Capital, LLC), MacDill AFB - Tampa, FL
Monroe Middle School (SOL-Design Studio), Tampa, FL
Osceola High School (Pinellas County Schools), Seminole, FL
Osceola Middle School Band Room (Pinellas County Schools), Seminole, FL
Palm Harbor Middle School Band Room (Pinellas County Schools), Palm Harbor, FL
Photomart Cine-Video Building (Insurance Recovery International), Orlando, FL
Seminole Middle School (Pinellas County Schools), Seminole, FL
Tarpon Springs Middle, Band Room (Pinellas County Schools), Tarpon Springs, FL
Tyrone Elem. School-Toilet Renovations (Pinellas County Schools), St. Petersburg, FL

PROJECT LIST (Building Enclosure Commissioning), Partial Listing

Arlington National Cemetery, Southern Expansion (HNTB), Arlington, VA
Joe DiMaggio Children's Hospital (Memorial Healthcare System), Hollywood, FL
Memorial Cancer Institute (Memorial Healthcare System), Pembroke Pines, FL
Memorial Regional Hospital South, Wind Retrofit (Memorial Healthcare System), Hollywood, FL
Shore Acres Recreation Center (Wannemacher Jensen Architects), St. Petersburg, FL
St. Petersburg Sanitation Department Building (Sweet Sparkman Architects), St. Petersburg, FL

DEPOSITION TESTIMONY*

* [Brackets] indicate which party the Firm was employed by

09/27/05	Miro, LLC, d/b/a Comfort Inn v. Association Casualty Insurance Company by John Moffitt Howell, Esq. [Plaintiff]
05/11/06	Tropic Sun Towers Condominium Association, Inc. v. Zurich American Insurance Company of Illinois. by Michaela Scheihing, Esq. [Plaintiff]
03/28/07	U.S. Housing Partners V, L.P. v. Laser Services, Inc. by Lewis J. Conwell, Esq. [Plaintiff]

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

- 02/08/08 Edgewater Villas Condominium Association, Inc. v. Allstate Insurance Company by Andrew DeGraffenreidt, III, Esq. *[Plaintiff]*
- 02/19/09 Kane v. Randolph Farms I Condominium Association, Inc. by Elizabeth Schumacher, Esq. *[Plaintiff]*
- 09/21/09 John Hogan, Inc., d/b/a John Hogan Roofing v. John and Amy Hansen by Donald C. Anderson, Esq. *[Plaintiff]*
- 05/25/10 Dr. Robert H. Fier, v. Needham Roofing, Inc., and John Daniel Needham by William J. McFarlane, Esq. *[Plaintiff]*
- 09/05/12 Horatio Townhomes Property Owners Association, Inc. v. Villas at Horatio, et al. by Stephen E. Walker *[Defendant]*
- 01/07/13 & 01/11/13 Dr. Robert H. Fier, v. Needham Roofing, Inc., and John Daniel Needham by George W. Bush, Jr., Esq. *[Plaintiff]*
- 10/03/13 Jorge Fernandez and Renee Fernandez v. Tamko Building Products Inc. and State Farm Insurance Company by Leonard Cardenas III *[Defendant]*
- 11/12/13 & 01/07/14 Henkelman Construction, Inc., v. Nu-Tec Roofing Contractors, Inc., and Zurich North American Insurance Company by Andrew V. Showen, Esq. and Christopher T. Hill, Esq. *[Plaintiff]*
- 04/05/17 & 05/02/17 City of St. Petersburg, v. Aude Smith Architecture, Inc., AIA f/k/a Aude, Shand & Williams, Inc., Robert Aude, Hennessy Construction Services Corporation, Keenan, Hopkins, Schmidt and Stowell Contractors, Inc., and Wilson, Kehoe & Miller Corporation f/k/a Wilson & Kehoe Corporation by Jeffrey M. Katz, Esq., William M. Woods, Esq., Christopher T. Hill, Esq., and Timothy C. Ford, Esq. *[Plaintiff]*
- 11/27/18 Tree Top Villas Homeowners Association, Inc. v. Samter Construction, Inc., Saratoga Investment Group, LLC, Samter Homes LLC, Nu-air Manufacturing Company, Craftsman Exteriors, Inc., Integral Engineering, Inc., Dependable Stucco, LLC, Empire Finish Systems, LLC, Nu-air Manufacturing Company, Allied Roofing, Inc., Fiber Deck, Inc., Framex Enterprises, Inc. and Sutton Contracting Solutions, Inc., by Mark Garrison, Esq. *[Defendant]*
- 05/13/20 Herbert D. Condie, III and Karen L. G. Condie, Trustees of the Herbert D. Condie, III Qualified Personal Residence Trust v. Jeff Kuhnert Enterprises, LLC, by Richard R. Chaves, Esq. *[Defendant]*
- 02/05/21 Georgetown Homeowners Association v. Gibbs & Register, Inc. , et al. by George R Truitt, Jr. *[Defendant]*

Curriculum Vitae **Robert J. Whitcomb, AIA, RRC**

- 03/01/21 Arbomar Condominium Association, Inc. v. Greyhawk Systems, Inc.; Philadelphia Indemnity Insurance Co.; and Windoor Inc. by Bret Henson, Esq. *[Plaintiff]*
- 08/12/21 280 GGP, LLC v. BCBE Construction, LLC; and Liberty Mutual Insurance Company,
01/12/22 & by Robert A. Carlson, Esq. *[Plaintiff]*
05/02/22
- 02/04/22 & Venetian Multi Family, LLC v. Wieland Corporation; Liberty Mutual Insurance
03/31/22 Company; Latite Roofing and Sheet Metal, LLC; and Crawford Landscaping Group, LLC, Scott + Cormia Architecture and Interiors, LLC d/b/a Scott + Cormia; Smith Carpentry, LLC; and J.S. Plastering, Inc. by Bradley Ryan Weiss, Esq. *[Defendant]*
- 06/15/22 Florida State Roofing & Construction v. Gulfcoast Supply & Manufacturing by James C. Washburn, Esq. *[Plaintiff]*

COURT APPEARANCES AND TESTIMONY*

- 03/16/09 Kane v. Randolph Farms I Condominium Association - Scott T. Lyon, Esq., Macfarlane Ferguson & McMullen, P.A., Attorneys; The Honorable John Schaefer, 6th Judicial Circuit, Pinellas County, FL *[Plaintiff]*
- 04/07/10 John Hogan, Inc., d/b/a John Hogan Roofing v. John and Amy Hansen - Steven O. Cole, Esq., Macfarlane Ferguson & McMullen, P.A., Attorneys; The Honorable Amy M. Williams, 6th Judicial Circuit, Pinellas County, FL *[Plaintiff]*
- 07/11/22 Florida State Roofing & Construction v. Gulfcoast Supply & Manufacturing - Joseph W. Janssen, III, Esq., Janssen, Siracusa & Keegan PLLC, Attorneys; The Honorable Charles P. Sniffen, 12th Judicial Circuit, Manatee County, FL *[Plaintiff]*

APPEARANCES BEFORE A FEDERAL HEARING OFFICER OR ARBITRATION PANEL*

- 09/14/09 Downs v. JB Construction
Arbitration under American Arbitration Association
Noel Kenneth Evans, Esq., Arbitrator *[Plaintiff]*
- 09/23/19 Phillips v. Lyons Heritage Tampa LLC
Arbitration under American Arbitration Association
Leo H. Meirose, Esq., Arbitrator *[Defendant]*

COMPANY OVERVIEW

Established in 1955, C. B. Goldsmith & Associates, Inc. (CBGA) has developed into a full service, veteran-owned, forensic architectural and consulting firm, specializing in the investigation, evaluation and design of new and existing building envelope systems, as well as dealing with the technical aspects of problems in construction. We have a broad scope of expertise related to roofing, painting, waterproofing, and building envelope systems, and although a large percentage of our work relates to the analysis and correction of problems with existing construction, we are still a full service architectural design firm that utilizes it's knowledge of the building sciences to create innovative design solutions.

CBGA also provides building enclosure commissioning and design/peer review consulting services. These services follow a formal review process to address design criteria and concepts, compliance with building codes, compliance with generally accepted local industry standards, compliance with applicable Client's performance requirements, and issues related to constructability.

Our mission is to provide the best possible solutions for our clients. We bring to this effort a team of architects and building professionals from diverse backgrounds and experiences, and we combine our skills in handling highly complex construction issues and litigation matters with the industry knowledge and expertise established by our investigative and forensic practices. We are logical, thoughtful and creative in our approach to problem solving, dedicated and hardworking, and responsive to our clients' needs.

R.Whitcomb_CV_Revised 07-23-22.wpd

C. B. GOLDSMITH AND ASSOCIATES

RESUME OF BIDS

PROJECT NAME: Roof Replacement at Crystal Bay Condominium

PROJECT #: 202209

DATE OF BID OPENING: February 22, 2023

TIME: 3:00 p.m.

PLACE: CBG&A Office

1.10 A. Lump Sum Work

McEnany Roofing

Quality Roofing

Service Works

Southern Roofing

No.	DESCRIPTION				
1	General Conditions	\$439,135.00	\$162,000.00	\$550,000.00	\$373,172.00
2	Mobilization	\$27,682.00	\$322,000.00	\$225,000.00	\$248,781.00
3	Demolition	\$159,284.00	\$426,000.00	\$185,000.00	\$399,606.00
4	Rough Carpentry	\$3,500.00	\$30,000.00	\$150,000.00	\$51,680.00
5	Modified Roofing	\$747,079.00	\$700,000.00	\$400,000.00	\$609,031.00
6	Flashing, Sheet Metal and Accessories	\$69,456.00	\$160,000.00	\$250,000.00	\$357,548.00
7	Mechanical/Electrical	\$572,255.00	\$208,000.00	\$500,000.00	\$448,000.00
	SUBTOTAL	\$2,018,391.00	\$2,008,000.00	\$2,260,000.00	\$2,487,818.00
8	Owner contingency (cash allowance)	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	TOTAL BASE BID (Sum of items 1-8)	\$2,038,391.00	\$2,028,000.00	\$2,280,000.00	\$2,507,818.00

C. B. GOLDSMITH AND ASSOCIATES

RESUME OF BIDS

PROJECT NAME: Roof Replacement at Crystal Bay Condominium

PROJECT #: 202209

DATE OF BID OPENING: February 22, 2023

TIME: 3:00 p.m.

PLACE: CBG&A Office

B. Unit Price Work

McEnany Roofing

Quality Roofing

Service Works

Southern Roofing

No.	DESCRIPTION (Unit Cost)				
1	PT 1x2-in. wood (per lin.ft.)	\$3.75	\$2.00	\$2.50	\$5.00
2	PT 1x4-in. wood (per lin.ft.)	\$4.00	\$2.50	\$3.00	\$5.70
3	PT 1x6-in. wood (per lin.ft.)	\$4.25	\$3.00	\$3.50	\$6.43
4	PT 2x4-in. wood (per lin.ft.)	\$4.25	\$5.00	\$4.50	\$6.43
5	PT 2x6-in. wood (per lin.ft.)	\$5.25	\$7.00	\$5.00	\$6.75
6	PT 2x8-in. wood (per lin.ft.)	\$6.25	\$8.00	\$6.00	\$7.40
7	1/2-in. CDX (nominal) (per sq.ft.)	\$5.50	\$3.00	\$5.00	\$6.70
8	5/8-in. CDX (nominal) (per sq.ft.)	\$6.25	\$3.50	\$6.00	\$7.40
9	3/4-in. CDX (nominal) (per sq.ft.)	\$7.05	\$4.00	\$7.00	\$8.00
10	Repair damaged/deter/LWC with Pyrofill (bag)	\$100.00	\$12.00	\$150.00	\$8.00

C. B. GOLDSMITH AND ASSOCIATES

RESUME OF BIDS

PROJECT NAME: Roof Replacement at Crystal Bay Condominium

PROJECT #: 202209

DATE OF BID OPENING: February 22, 2023

TIME: 3:00 p.m.

PLACE: CBG&A Office

1.11 Cost Plus Work

McEnany Roofing

Quality Roofing

Service Works

Southern Roofing

No.	DESCRIPTION				
1	Site supervisor, per hour	\$105.00	\$104.00	\$75.00	\$120.00
2	Skilled roofer, per hour	\$85.00	\$98.00	\$70.00	\$95.00
3	Skilled sheet metal worker, per hour	\$85.00	\$98.00	\$80.00	\$95.00
4	Skilled MEP worker, per hour	\$175.00	\$135.00	\$85.00	\$225.00
5	Unskilled labor, per hour	\$75.00	\$76.00	\$65.00	\$75.00

1.12 Subcontractors

Company Name	Hale's A/C Service	Air America	Horne Construction	Royal Aire
Contact	Harold Leininger	Norman Baldein	Mark Norris	Myles Stewart
Phone	727-638-3936	813-833-8784	863-899-9161	813-749-2370
Company Name				
Contact				
Phone				

1.06 Completion Time

Anticipated Start Date or Days from Contract:	1-May-2023	1-May-2023	1-May-2023	1-Sep-2023
Contract Time (Calendar Days):	180	150	150	210

INVITATION TO BID

PROJECT NAME: Roof Replacement at Crystal Bay Condominiums
2323 and 2333 Feather Sound Drive
Clearwater, Florida 33762

PROJECT NO.: 202209

OWNER: Crystal Bay Condominium Association
C/O Ameritech Community Management
24701 US Hwy 19 North, Suite 102
Clearwater, Florida 33763

ESTIMATED COST: \$1,200,000 - \$1,700,000

PROJECT DESCRIPTION: The project scope provides for the removal of the existing spray polyurethane foam and gravel-surfaced built-up (asphalt) roof covering over LWIC and replace with a new cover board and rigid insulation fasteners over LWIC and wood roof decking. Other requirements include:

- Relocate existing AC units to new aluminum equipment stands. Provide new sheet metal enclosure and pipe supports. Provide new refrigerant, electrical, and thermostat lines. Provide new electrical disconnects.
- Eliminate all abandoned pitch pockets, conduit penetrations, etc.
- Provide new VTR pipe extensions at plumbing stacks.
- Provide new edge fascia, skirt flashings, counter flashings, liquid flashings, conduit enclosures, roof drain components, support stands and gooseneck vents.
- Raise existing RTU mechanical units to provide base flashing height.

BID DUE DATE: Sealed Bids are due from qualified bidders on **February 22, 2023 at 3:00PM**. Bids will be received and privately opened for consideration by the Owner at the offices of C. B. Goldsmith and Associates, Inc., 2555 Nursery Road, Clearwater, Florida 33764. Bids received after specified date and/or time will automatically be disqualified. No bidder may withdraw his bid for a period of sixty (60) days after the Bid Due Date.

PROPOSAL FORM: Bids must be submitted on the proposal forms as furnished in the Bid Documents and must be signed by a legal officer of the company with company name, address, date, etc.; failure to do so may result in bid being considered non-responsive. Envelopes must be sealed and clearly marked on the outside with the Bidder's name and address, and the following information "SEALED BID / PROJECT NAME / DUE DATE/TIME."

All Bidders shall also be able to document, upon request, their certification as approved contractors by the manufacturers for all primary products, materials, warranties or procedures specified prior to the Bid Date.

BONDING: A Bid Bond and Performance and Payment Bond is NOT required for this Project.

BID DOCUMENTS: Hard copies of the Bid Documents will not be made available. Electronic copies of the Bid Documents may be downloaded using the following link:

Link:

PREBID MEETING: A mandatory pre-bid conference will be held at the Project Site on **February 3, 2023 at 10:00AM** to observe the actual site/project conditions. The pre-bid meeting will be conducted by the Architect. Bidders or their representative are required to be in attendance. All questions shall be directed to the office of the Architect.

The Owner reserves the right to waive minor formalities in any bid and to accept any bid which they consider to be in their best interest and to reject any part of, or any/all bids. The Owner also reserves the right to limit the bidders to such Contractors that can submit evidence of their respective experience and ability to construct the work. Bids shall be awarded to the lowest responsive and responsible Bidders provided that the Bids are reasonable, and it is in the best interest of the Owner to accept it.

SECTION 00 41 13

BID PROPOSAL FORM

PART 1 - BID FORMS

1.01 GENERAL

A. NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Proposal Form.

Bid Date: February 22, 2023

Bid Time: 3:00 PM

Project Title: Roof Replacement at Crystal Bay Condominiums

To (Owner): Crystal Bay Condominium Association

C/O Ameritech Community Management

Project Address: 24701 US Hwy 19 North, Suite 102

Clearwater, Florida 33763

B. Bids will be received and privately opened for consideration by the Owner at the offices of C. B. Goldsmith and Associates, Inc., 2555 Nursery Road, Clearwater, FL 33764, Ph.: 727-540-0456.

1.02 BIDDER'S DECLARATION

A. The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

B. The Bidder further declares that he is able to meet all the qualification requirements stipulated in Section 00 21 13 - Instruction to Bidders.

C. The Bidder agrees that Bid amount shall remain in force and effect for a period of not less than sixty (60) calendar days from the time of opening of this Bid and that the Bidder will not revoke, cancel or withdraw this Bid within the said sixty (60) calendar days;

1.03 BIDDER'S REPRESENTATIONS

A. In submitting this proposal, Bidder represents that:

1. The Bidder acknowledges that he has satisfied himself as 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, or similar physical condition at the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or cost thereof under this Contract;

- 2. The Bidder acknowledges that he has satisfied himself as to the character, quality and quantity of information regarding the above that is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Architect, as well as information contained in Drawings and Specifications forming a part of this Contract. Any failure of the Bidder to acquaint himself with all the available information will not relieve him from the responsibility for estimating properly the difficulty or cost to successfully perform the Work;
- 3. The Bidder stipulates that by submitting this bid, he has read and is familiar with the General and Supplementary Conditions;
- 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception;

1.04 ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda issued during the bidding period and state that the Work therein described is included in this Bid.

ADDENDUM NO. 1 Dated 2-7-2023

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

1.05 CERTIFICATES OF INSURANCE

- A. Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the Certificates of Insurance as specified in the Bidding Documents.
- B. Bidder agrees to indemnify, hold and save harmless and defend the Owner, the Architect, 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 of 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 Contractor, by a subcontractor, or by 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 indemnifier hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The Contractor hereby acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable

consideration from the Architect which has been paid to him as specific consideration for the various indemnification obligations under the Bidding Documents. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.

1.06 COMPLETION TIME

- A. Notwithstanding any delay in the preparation and execution of the formal contract Agreement, each Bidder shall be prepared, upon written Notice to Proceed, to begin work within (10) calendar days following receipt of said Notice, or on date stipulated on such order.
- B. The anticipated start date is: 60 days
[Bidder to insert proposed start date]
- C. As an inducement to the Owner to award the Contract, the Bidder guarantees to complete the Work within 150 days calendar days, including weekends and holidays,
[Bidder to insert proposed Contract Time]
exclusive of authorized extra time, after receipt of the written Notice to Proceed, signed by the Owner, his authorized agent or the Architect as his authorized agent. After such date, the Bidder agrees that all Work shall commence regularly, diligently and uninterruptedly with adequate forces, material and equipment as required by the Bidding Documents and at such rate of progress as will insure substantial completion within the above stipulated Contract Time.

1.07 COMBINED UNIT PRICE AND LUMP SUM WORK

- A. The Bidder agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Bidding Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.
- B. Unit Price Work listed below are for future cost estimating purposes in the event additional work beyond the original project scope is required, or in the event a credit is required for work eliminated from the original Scope of Work, and shall include all "Costs of the Work" plus a Contractor's Fee. Contractor shall use fair market pricing. Prices deemed to be excessive will not be accepted. The Owner reserves the right to negotiate with Contractor on lowering excessive pricing after execution of the Agreement.

1.08 CONSTRUCTION ALLOWANCES

- A. The dollar amount of the Owner's Contingency Allowance is \$20,000.00 and shall be included in the lump sum bid amount. The Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the Owner that do not constitute a change in scope for the project.

1.09 ALTERNATES

A. The Alternate(s) included herein is an amount proposed for certain construction activities that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Bidding Documents.

[Not Used]

1.10 BID AMOUNTS

A. Lump Sum (LS) Work:

No.	Description	Units	Cost \$
1.	General Conditions, including insurance and OH&P	LS	\$ 162,000.00
2.	Mobilization	LS	\$ 322,000.00
3.	Demolition	LS	\$ 426,000.00
4.	Rough Carpentry	LS	\$ 30,000.00
5.	Modified Roofing	LS	\$ 700,000.00
6.	Flashing and Sheet Metal	LS	\$ 160,000.00
7.	Mechanical / Electrical	LS	\$ 208,000.00
8.	Owner Contingency (Cash Allowance)	LS	\$ 20,000.00
TOTAL BASE BID (Sum of Items 1 thru 8)			\$ 2,028,000.00

B. Unit Price Work:

No.	Description (See Note 1)	Units	Unit Cost
1.	PT 1x2-in. wood	lin. ft.	\$ 2.00
2.	PT 1x4-in. wood	lin. ft.	\$ 2.50
3.	PT 1x6-in. wood	lin. ft.	\$ 3.00
4.	PT 2x4-in. wood	lin. ft.	\$ 5.00
5.	PT 2x6-in. wood	lin. ft.	\$ 7.00
6.	PT 2x8-in. wood	lin. ft.	\$ 8.00
7.	1/2-in. CDX (nominal)	sq. ft.	\$ 3.00
8.	5/8-in. CDX (nominal)	sq. ft.	\$ 3.50
9.	3/4-in. CDX (nominal)	sq. ft.	\$ 4.00
10.	Repair LWIC with Gypsum Concrete Patch (Formerly Pyrofill®) S/F	bag	\$ 12.00
11.	Reserved	--	\$

Unit Price Notes: (1) The description of work for each unit price is defined to be furnished and installed by the Contractor and shall include all OH&P and labor burden.

1.11 COST PLUS WORK

A. Cost Plus work will be performed as provided in the General Conditions, except that the following "Out-of-Pocket" labor rates shall apply (see Definitions below):

1. Site Supervisor, per hour	\$ <u>104.00</u>
2. Skilled Roofer, per hour	\$ <u>98.00</u>
3. Skilled Sheet Metal Worker, per hour	\$ <u>98.00</u>
4. Skilled MEP Worker, per hour	\$ <u>135.00</u>
5. Unskilled Labor, per hour	\$ <u>76.00</u>

B. Definitions:

1. **FEE** (also called Overhead and Profit in the General Conditions): A Fee is that amount of compensation, in either percent (%) of dollars, or dollars (\$), that the Bidder will charge for that portion of work, service, product or materials requested in the Bid Form. The Fee shall not include the Cost of the Work.
2. **LABOR BURDEN**: "Labor burden" is that cost to the Bidder for any and all costs to be added to the actual gross dollar salary or wages costs of labor, including but not limited to, employer's F.I.C.A., F.U.D.A., federal, state or other unemployment, old age, health, dental, disability or other medical insurance, Workers' Compensation, retirement pension or dues to any union or other organization and any and all fringe benefits.
3. **OUT-OF-POCKET**: "Out-of-pocket" cost of labor is the gross dollar salary or wages incurred by the Contractor and paid to any employee for actual work "on the job site" and shall include any or all of the costs defined as "labor burden". NOTE: When determining Direct "Out-of-Pocket" Labor for Unit Cost pricing, the total for such Labor costs shall include all the Contractor's Fees.
4. **COST OF THE WORK**: Cost of the Work (for the Contractor) shall include:
 - a. All "Out of Pocket" cost of labor;
 - b. All net, fully discounted, cost of materials, equipment, rentals of any kind that will be used or incorporated into the specific portion of the Work;
 - c. Net Cost of any subcontract required for a specific portion of the Work;
 - d. Net Cost of any project equipment rental charges used for a specific portion of the Work; and
 - e. General Conditions costs, costs of all non full-time working project supervision and other non-direct field personnel, including those specifically and directly involved in and participating in the active construction trade work of this project. Net Cost shall include the benefit of any trade discounts, rebates, refunds, or sales of surplus materials, except for discounts for cash or prompt payment.
5. **COST PLUS CHARGES**
 - a. To determine the total costs for T&M (Time & Material) work on a Cost Plus Basis, the Time charges are determined by calculating the "Out-of-Pocket" unit labor rate multiplied by the hours spent (no markup), and the Material charges are determined by calculating the net cost of all material used multiplied by a Fee.

1.12 SUBCONTRACTORS

A. The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

- 1. N/A
Company Name
- N/A
Contact Name and Phone Number
- 2. N/A
Company Name
- N/A
Contact Name and Phone Number
- 3. N/A
Company Name
- N/A
Contact Name and Phone Number
- 4. N/A
Company Name
- N/A
Contact Name and Phone Number

1.13 CONTRACT EXECUTION

A. The Bidder agrees that if this Bid is accepted, he will, within 10 calendar days, after Notice of Intent to Award, enter into an Agreement with Owner, and provide evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding Documents.

1.14 CHANGES IN THE WORK

- A. The undersigned further agrees that he will, when so instructed in writing by the Owner, make changes in the Work for the following Contractor's Fees:
 - 1. For any Work performed by the Contractor's own organization, Contractor may add twenty percent (20%) to the Cost of the Work.
 - 2. For Work performed by his Subcontractors, respective Subcontractors may add fifteen percent (15%) to the Cost of the Work, and Contractor may add five percent (5%) of above Subcontractors' overall Cost of the Work. Subcontractors' statement of costs shall be itemized by labor and material.

3. Sub-Subcontractors are not allowed.

1.15 BIDDER


A. This proposal shall remain in force and effect for a period of **Sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a Corporation
(Indicate Sole Proprietor, Corporation, Limited Liability Partnership, etc.)
licensed and incorporated in the State of Florida, has hereunto set his or her
signature and affixed his or her seal this 22 day of February, 2023.


FOR: Quality Roofing, Inc.
(Legal Name of Business)

BY: Richard C. Jenkins, CEO
(Typed/Printed Name and Title of Officer or Authorized Agent)

(SEAL)


(Signature)

WITNESSED BY: Lauren Willmar
(Typed/Printed Name and Title of Witness)


(Signature)

END OF SECTION

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C. B. Goldsmith & Associates, Inc.
AR-94537 | www.cbgoldsmith.com
Building Sciences
Roofing and Exterior Envelope Consultants
Forensic Architecture

ADDENDUM NO. ONE (1)

TO: Prospective Bidders

FROM: C. B. Goldsmith and Associates, Inc.
2555 Nursery Road
Clearwater, Florida 33764
(727) 540-0456

DATE: February 22, 2023

RE: Roof Replacement at Crystal Bay Condominiums
2323 and 2333 Feather Sound Drive
Clearwater, Florida 33762

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents dated **December 28, 2022**, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

This Addendum consists of One (1) pages.

CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. Refer to Invitation to Bid; Revised and enclosed.
 2. Refer to Bid Proposal Form; Revised and enclosed.
- Nothing Follows.

Respectfully,

Robert J. Whitcomb, AIA, RRC
as CEO of C. B. Goldsmith and Associates, Inc.

Enclosures

This item has been electronically signed and sealed by Robert J. Whitcomb AIA using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SECTION 00 41 13

BID PROPOSAL FORM

PART 1 - BID FORMS

1.01 GENERAL

- A. NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Proposal Form.

Bid Date: February 22, 2023

Bid Time: 3:00 PM

Project Title: Roof Replacement at Crystal Bay Condominiums

To (Owner): Crystal Bay Condominium Association

C/O Ameritech Community Management

Project Address: 24701 US Hwy 19 North, Suite 102

Clearwater, Florida 33763

- B. Bids will be received and privately opened for consideration by the Owner at the offices of C. B. Goldsmith and Associates, Inc., 2555 Nursery Road, Clearwater, FL 33764, Ph.: 727-540-0456.

1.02 BIDDER'S DECLARATION

- A. The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.
- B. The Bidder further declares that he is able to meet all the qualification requirements stipulated in Section 00 21 13 - Instruction to Bidders.
- C. The Bidder agrees that Bid amount shall remain in force and effect for a period of not less than sixty (60) calendar days from the time of opening of this Bid and that the Bidder will not revoke, cancel or withdraw this Bid within the said sixty (60) calendar days;

1.03 BIDDER'S REPRESENTATIONS

- A. In submitting this proposal, Bidder represents that:
 - 1. The Bidder acknowledges that he has satisfied himself as 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, or similar physical condition at the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or cost thereof under this Contract;

- 2. The Bidder acknowledges that he has satisfied himself as to the character, quality and quantity of information regarding the above that is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Architect, as well as information contained in Drawings and Specifications forming a part of this Contract. Any failure of the Bidder to acquaint himself with all the available information will not relieve him from the responsibility for estimating properly the difficulty or cost to successfully perform the Work;
- 3. The Bidder stipulates that by submitting this bid, he has read and is familiar with the General and Supplementary Conditions;
- 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception;

1.04 ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda issued during the bidding period and state that the Work therein described is included in this Bid.

ADDENDUM NO. 1 Dated FEBRUARY 7, 2023

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

1.05 CERTIFICATES OF INSURANCE

- A. Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the Certificates of Insurance as specified in the Bidding Documents.
- B. Bidder agrees to indemnify, hold and save harmless and defend the Owner, the Architect, 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 of 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 Contractor, by a subcontractor, or by 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 indemnifier hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The Contractor hereby acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable

consideration from the Architect which has been paid to him as specific consideration for the various indemnification obligations under the Bidding Documents. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.

1.06 COMPLETION TIME

- A. Notwithstanding any delay in the preparation and execution of the formal contract Agreement, each Bidder shall be prepared, upon written Notice to Proceed, to begin work within (10) calendar days following receipt of said Notice, or on date stipulated on such order.
- B. The anticipated start date is: MAY, 2023 AT THE EARLIEST.
[Bidder to insert proposed start date]
- C. As an inducement to the Owner to award the Contract, the Bidder guarantees to complete the Work within 180 calendar days, including weekends and holidays,
[Bidder to insert proposed Contract Time]
exclusive of authorized extra time, after receipt of the written Notice to Proceed, signed by the Owner, his authorized agent or the Architect as his authorized agent. After such date, the Bidder agrees that all Work shall commence regularly, diligently and uninterruptedly with adequate forces, material and equipment as required by the Bidding Documents and at such rate of progress as will insure substantial completion within the above stipulated Contract Time.

1.07 COMBINED UNIT PRICE AND LUMP SUM WORK

- A. The Bidder agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Bidding Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.
- B. Unit Price Work listed below are for future cost estimating purposes in the event additional work beyond the original project scope is required, or in the event a credit is required for work eliminated from the original Scope of Work, and shall include all "Costs of the Work" plus a Contractor's Fee. Contractor shall use fair market pricing. Prices deemed to be excessive will not be accepted. The Owner reserves the right to negotiate with Contractor on lowering excessive pricing after execution of the Agreement.

1.08 CONSTRUCTION ALLOWANCES

- A. The dollar amount of the Owner's Contingency Allowance is \$20,000.00 and shall be included in the lump sum bid amount. The Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the Owner that do not constitute a change in scope for the project.

1.09 ALTERNATES

- A. The Alternate(s) included herein is an amount proposed for certain construction activities that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Bidding Documents.

[Not Used]

1.10 BID AMOUNTS

A. Lump Sum (LS) Work:

No.	Description	Units	Cost \$
1.	General Conditions, including insurance and OH&P	LS	\$ 439,135
2.	Mobilization	LS	\$ 27,682
3.	Demolition	LS	\$ 159,284
4.	Rough Carpentry	LS	\$ 3,500
5.	Modified Roofing	LS	\$ 747,079
6.	Flashing and Sheet Metal	LS	\$ 69,456
7.	Mechanical / Electrical	LS	\$ 572,255
8.	Owner Contingency (Cash Allowance)	LS	\$ 20,000.00
TOTAL BASE BID (Sum of Items 1 thru 8)			\$ 2,038,391

B. Unit Price Work:

No.	Description (See Note 1)	Units	Unit Cost
1.	PT 1x2-in. wood	lin. ft.	\$ 3.75
2.	PT 1x4-in. wood	lin. ft.	\$ 4.00
3.	PT 1x6-in. wood	lin. ft.	\$ 4.25
4.	PT 2x4-in. wood	lin. ft.	\$ 4.25
5.	PT 2x6-in. wood	lin. ft.	\$ 5.25
6.	PT 2x8-in. wood	lin. ft.	\$ 6.25
7.	1/2-in. CDX (nominal)	sq. ft.	\$ 5.50
8.	5/8-in. CDX (nominal)	sq. ft.	\$ 6.25
9.	3/4-in. CDX (nominal)	sq. ft.	\$ 7.05
10.	Repair LWIC with Gypsum Concrete Patch (Formerly Pyrofill®)	bag	\$ 100
11.	Reserved	--	\$

Unit Price Notes: (1) The description of work for each unit price is defined to be furnished and installed by the Contractor and shall include all OH&P and labor burden.

1.11 COST PLUS WORK

A. Cost Plus work will be performed as provided in the General Conditions, except that the following "Out-of-Pocket" labor rates shall apply (see Definitions below):

1. Site Supervisor, per hour	\$ <u>105</u>
2. Skilled Roofer, per hour	\$ <u>85</u>
3. Skilled Sheet Metal Worker, per hour	\$ <u>85</u>
4. Skilled MEP Worker, per hour	\$ <u>175</u>
5. Unskilled Labor, per hour	\$ <u>75</u>

B. Definitions:

1. **FEE** (also called Overhead and Profit in the General Conditions): A Fee is that amount of compensation, in either percent (%) of dollars, or dollars (\$), that the Bidder will charge for that portion of work, service, product or materials requested in the Bid Form. The Fee shall not include the Cost of the Work.
2. **LABOR BURDEN**: "Labor burden" is that cost to the Bidder for any and all costs to be added to the actual gross dollar salary or wages costs of labor, including but not limited to, employer's F.I.C.A., F.U.D.A., federal, state or other unemployment, old age, health, dental, disability or other medical insurance, Workers' Compensation, retirement pension or dues to any union or other organization and any and all fringe benefits.
3. **OUT-OF-POCKET**: "Out-of-pocket" cost of labor is the gross dollar salary or wages incurred by the Contractor and paid to any employee for actual work "on the job site" and shall include any or all of the costs defined as "labor burden". NOTE: When determining Direct "Out-of-Pocket" Labor for Unit Cost pricing, the total for such Labor costs shall include all the Contractor's Fees.
4. **COST OF THE WORK**: Cost of the Work (for the Contractor) shall include:
 - a. All "Out of Pocket" cost of labor;
 - b. All net, fully discounted, cost of materials, equipment, rentals of any kind that will be used or incorporated into the specific portion of the Work;
 - c. Net Cost of any subcontract required for a specific portion of the Work;
 - d. Net Cost of any project equipment rental charges used for a specific portion of the Work; and
 - e. General Conditions costs, costs of all non full-time working project supervision and other non-direct field personnel, including those specifically and directly involved in and participating in the active construction trade work of this project. Net Cost shall include the benefit of any trade discounts, rebates, refunds, or sales of surplus materials, except for discounts for cash or prompt payment.
5. **COST PLUS CHARGES**
 - a. To determine the total costs for T&M (Time & Material) work on a Cost Plus Basis, the Time charges are determined by calculating the "Out-of-Pocket" unit labor rate multiplied by the hours spent (no markup), and the Material charges are determined by calculating the net cost of all material used multiplied by a Fee.

1.12 SUBCONTRACTORS

A. The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

1. HALE'S A/C SERVICE INC.
Company Name

HAROLD LEININGER (727) 638-3936
Contact Name and Phone Number

2. _____
Company Name

Contact Name and Phone Number

3. _____
Company Name

Contact Name and Phone Number

4. _____
Company Name

Contact Name and Phone Number

1.13 CONTRACT EXECUTION

A. The Bidder agrees that if this Bid is accepted, he will, within 10 calendar days, after Notice of Intent to Award, enter into an Agreement with Owner, and provide evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding Documents.

1.14 CHANGES IN THE WORK

A. The undersigned further agrees that he will, when so instructed in writing by the Owner, make changes in the Work for the following Contractor's Fees:

1. For any Work performed by the Contractor's own organization, Contractor may add twenty percent (20%) to the Cost of the Work.
2. For Work performed by his Subcontractors, respective Subcontractors may add fifteen percent (15%) to the Cost of the Work, and Contractor may add five percent (5%) of above Subcontractors' overall Cost of the Work. Subcontractors' statement of costs shall be itemized by labor and material.

3. Sub-Subcontractors are not allowed.

1.15 BIDDER

A. This proposal shall remain in force and effect for a period of **Sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a CORPORATION,
(Indicate Sole Proprietor, Corporation, Limited Liability Partnership, etc.)
licensed and incorporated in the State of FLORIDA, has hereunto set his or her
signature and affixed his or her seal this 22ND day of FEBRUARY, 2023.

FOR: MCENANY ROOFING INC
(Legal Name of Business)

BY: MIKE MCENANY, PRESIDENT
(Typed/Printed Name and Title of Officer or Authorized Agent)

[Signature]
(Signature)

(SEAL)

WITNESSED BY: COLIN HIGES, PROJECT MANAGER
(Typed/Printed Name and Title of Witness)

[Signature]
(Signature)

END OF SECTION

SECTION 00 41 13

BID PROPOSAL FORM

PART 1 - BID FORMS

1.01 GENERAL

A. **NOTE TO BIDDER:** Use typewriter or BLACK ink for completing this Proposal Form.

Bid Date: February 22, 2023

Bid Time: 3:00 PM

Project Title: Roof Replacement at Crystal Bay Condominiums

To (Owner): Crystal Bay Condominium Association
C/O Ameritech Community Management

Project Address: 24701 US Hwy 19 North, Suite 102
Clearwater, Florida 33763

B. Bids will be received and privately opened for consideration by the Owner at the offices of C. B. Goldsmith and Associates, Inc., 2555 Nursery Road, Clearwater, FL 33764, Ph.: 727-540-0456.

1.02 BIDDER'S DECLARATION

A. The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

B. The Bidder further declares that he is able to meet all the qualification requirements stipulated in Section 00 21 13 - Instruction to Bidders.

C. The Bidder agrees that Bid amount shall remain in force and effect for a period of not less than sixty (60) calendar days from the time of opening of this Bid and that the Bidder will not revoke, cancel or withdraw this Bid within the said sixty (60) calendar days;

1.03 BIDDER'S REPRESENTATIONS

A. In submitting this proposal, Bidder represents that:
1. The Bidder acknowledges that he has satisfied himself as 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, or similar physical condition at the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or cost thereof under this Contract;

- 2. The Bidder acknowledges that he has satisfied himself as to the character, quality and quantity of information regarding the above that is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Architect, as well as information contained in Drawings and Specifications forming a part of this Contract. Any failure of the Bidder to acquaint himself with all the available information will not relieve him from the responsibility for estimating properly the difficulty or cost to successfully perform the Work;
- 3. The Bidder stipulates that by submitting this bid, he has read and is familiar with the General and Supplementary Conditions;
- 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception;

1.04 ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda issued during the bidding period and state that the Work therein described is included in this Bid.

ADDENDUM NO. 1 Dated February 7, 2023

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

1.05 CERTIFICATES OF INSURANCE

- A. Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the Certificates of Insurance as specified in the Bidding Documents.
- B. Bidder agrees to indemnify, hold and save harmless and defend the Owner, the Architect, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, by a subcontractor, or by 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 indemnifier hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The Contractor hereby acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable

consideration from the Architect which has been paid to him as specific consideration for the various indemnification obligations under the Bidding Documents. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.

1.06 COMPLETION TIME

- A. Notwithstanding any delay in the preparation and execution of the formal contract Agreement, each Bidder shall be prepared, upon written Notice to Proceed, to begin work within (10) calendar days following receipt of said Notice, or on date stipulated on such order.
- B. The anticipated start date is: May 1, 2023
[Bidder to insert proposed start date]
- C. As an inducement to the Owner to award the Contract, the Bidder guarantees to complete the Work within 150 calendar days, including weekends and holidays,
[Bidder to insert proposed Contract Time]
exclusive of authorized extra time, after receipt of the written Notice to Proceed, signed by the Owner, his authorized agent or the Architect as his authorized agent. After such date, the Bidder agrees that all Work shall commence regularly, diligently and uninterruptedly with adequate forces, material and equipment as required by the Bidding Documents and at such rate of progress as will insure substantial completion within the above stipulated Contract Time.

1.07 COMBINED UNIT PRICE AND LUMP SUM WORK

- A. The Bidder agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Bidding Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.
- B. Unit Price Work listed below are for future cost estimating purposes in the event additional work beyond the original project scope is required, or in the event a credit is required for work eliminated from the original Scope of Work, and shall include all "Costs of the Work" plus a Contractor's Fee. Contractor shall use fair market pricing. Prices deemed to be excessive will not be accepted. The Owner reserves the right to negotiate with Contractor on lowering excessive pricing after execution of the Agreement.

1.08 CONSTRUCTION ALLOWANCES

- A. The dollar amount of the Owner's Contingency Allowance is \$20,000.00 and shall be included in the lump sum bid amount. The Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the Owner that do not constitute a change in scope for the project.

1.09 ALTERNATES

A. The Alternate(s) included herein is an amount proposed for certain construction activities that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Bidding Documents.

[Not Used]

1.10 BID AMOUNTS

A. Lump Sum (LS) Work:

No.	Description	Units	Cost \$
1.	General Conditions, including insurance and OH&P	LS	\$ 550,000.00
2.	Mobilization	LS	\$ 225,000.00
3.	Demolition	LS	\$ 185,000.00
4.	Rough Carpentry	LS	\$ 150,000.00
5.	Modified Roofing	LS	\$ 400,000.00
6.	Flashing and Sheet Metal	LS	\$ 250,000.00
7.	Mechanical / Electrical	LS	\$ 500,000.00
8.	Owner Contingency (Cash Allowance)	LS	\$ 20,000.00
TOTAL BASE BID (Sum of Items 1 thru 8)			\$ 2,280,000.00

B. Unit Price Work:

No.	Description (See Note 1)	Units	Unit Cost
1.	PT 1x2-in. wood	lin. ft.	\$ 2.50
2.	PT 1x4-in. wood	lin. ft.	\$ 3.00
3.	PT 1x6-in. wood	lin. ft.	\$ 3.50
4.	PT 2x4-in. wood	lin. ft.	\$ 4.50
5.	PT 2x6-in. wood	lin. ft.	\$ 5.00
6.	PT 2x8-in. wood	lin. ft.	\$ 6.00
7.	1/2-in. CDX (nominal)	sq. ft.	\$ 5.00
8.	5/8-in. CDX (nominal)	sq. ft.	\$ 6.00
9.	3/4-in. CDX (nominal)	sq. ft.	\$ 7.00
10.	Repair LWIC with Gypsum Concrete Patch (Formerly Pyrofill®)	bag	\$ 150.00
11.	Reserved	--	\$

Unit Price Notes: (1) The description of work for each unit price is defined to be furnished and installed by the Contractor and shall include all OH&P and labor burden.

1.11 COST PLUS WORK

A. Cost Plus work will be performed as provided in the General Conditions, except that the following "Out-of-Pocket" labor rates shall apply (see Definitions below):

1. Site Supervisor, per hour	\$ <u>75.00</u>
2. Skilled Roofer, per hour	\$ <u>70.00</u>
3. Skilled Sheet Metal Worker, per hour	\$ <u>80.00</u>
4. Skilled MEP Worker, per hour	\$ <u>85.00</u>
5. Unskilled Labor, per hour	\$ <u>65.00</u>

B. Definitions:

1. **FEE** (also called Overhead and Profit in the General Conditions): A Fee is that amount of compensation, in either percent (%) of dollars, or dollars (\$), that the Bidder will charge for that portion of work, service, product or materials requested in the Bid Form. The Fee shall not include the Cost of the Work.
2. **LABOR BURDEN**: "Labor burden" is that cost to the Bidder for any and all costs to be added to the actual gross dollar salary or wages costs of labor, including but not limited to, employer's F.I.C.A., F.U.D.A., federal, state or other unemployment, old age, health, dental, disability or other medical insurance, Workers' Compensation, retirement pension or dues to any union or other organization and any and all fringe benefits.
3. **OUT-OF-POCKET**: "Out-of-pocket" cost of labor is the gross dollar salary or wages incurred by the Contractor and paid to any employee for actual work "on the job site" and shall include any or all of the costs defined as "labor burden". NOTE: When determining Direct "Out-of-Pocket" Labor for Unit Cost pricing, the total for such Labor costs shall include all the Contractor's Fees.
4. **COST OF THE WORK**: Cost of the Work (for the Contractor) shall include:
 - a. All "Out of Pocket" cost of labor;
 - b. All net, fully discounted, cost of materials, equipment, rentals of any kind that will be used or incorporated into the specific portion of the Work;
 - c. Net Cost of any subcontract required for a specific portion of the Work;
 - d. Net Cost of any project equipment rental charges used for a specific portion of the Work; and
 - e. General Conditions costs, costs of all non full-time working project supervision and other non-direct field personnel, including those specifically and directly involved in and participating in the active construction trade work of this project. Net Cost shall include the benefit of any trade discounts, rebates, refunds, or sales of surplus materials, except for discounts for cash or prompt payment.
5. **COST PLUS CHARGES**
 - a. To determine the total costs for T&M (Time & Material) work on a Cost Plus Basis, the Time charges are determined by calculating the "Out-of-Pocket" unit labor rate multiplied by the hours spent (no markup), and the Material charges are determined by calculating the net cost of all material used multiplied by a Fee.

1.12 SUBCONTRACTORS

A. The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

- 1. Horne Construction
Company Name
Mark Norris 863-899-9161
Contact Name and Phone Number
- 2. _____
Company Name

Contact Name and Phone Number
- 3. _____
Company Name

Contact Name and Phone Number
- 4. _____
Company Name

Contact Name and Phone Number

1.13 CONTRACT EXECUTION

A. The Bidder agrees that if this Bid is accepted, he will, within 10 calendar days, after Notice of Intent to Award, enter into an Agreement with Owner, and provide evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding Documents.

1.14 CHANGES IN THE WORK

A. The undersigned further agrees that he will, when so instructed in writing by the Owner, make changes in the Work for the following Contractor's Fees:

- 1. For any Work performed by the Contractor's own organization, Contractor may add twenty percent (20%) to the Cost of the Work.
- 2. For Work performed by his Subcontractors, respective Subcontractors may add fifteen percent (15%) to the Cost of the Work, and Contractor may add five percent (5%) of above Subcontractors' overall Cost of the Work. Subcontractors' statement of costs shall be itemized by labor and material.

3. Sub-Subcontractors are not allowed.

1.15 BIDDER

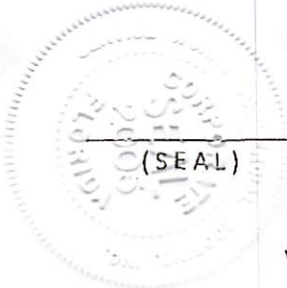
A. This proposal shall remain in force and effect for a period of Sixty (60) calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a Limited Liability Company,
(Indicate Sole Proprietor, Corporation, Limited Liability Partnership, etc.)
licensed and incorporated in the State of Florida, has hereunto set his or her
signature and affixed his or her seal this 22nd day of February, 2023.

FOR: Service Works Commercial Roofing, LLC
(Legal Name of Business)

BY: Jason Willis, Division President
(Typed/Printed Name and Title of Officer or Authorized Agent)


(Signature)



WITNESSED BY: Kelly Kimsey
(Typed/Printed Name and Title of Witness)


(Signature)

END OF SECTION

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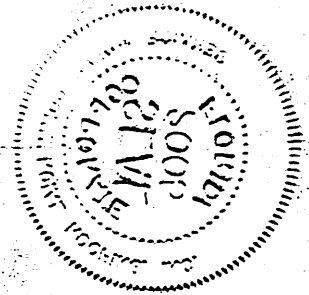
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SECTION 00 41 13

BID PROPOSAL FORM

PART 1 - BID FORMS

1.01 GENERAL

A. NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Proposal Form.

Bid Date: February 22, 2023

Bid Time: 3:00 PM

Project Title: Roof Replacement at Crystal Bay Condominiums

To (Owner): Crystal Bay Condominium Association
C/O Ameritech Community Management

Project Address: 24701 US Hwy 19 North, Suite 102
Clearwater, Florida 33763

B. Bids will be received and privately opened for consideration by the Owner at the offices of C. B. Goldsmith and Associates, Inc., 2555 Nursery Road, Clearwater, FL 33764, Ph.: 727-540-0456.

1.02 BIDDER'S DECLARATION

A. The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

B. The Bidder further declares that he is able to meet all the qualification requirements stipulated in Section 00 21 13 - Instruction to Bidders.

C. The Bidder agrees that Bid amount shall remain in force and effect for a period of not less than sixty (60) calendar days from the time of opening of this Bid and that the Bidder will not revoke, cancel or withdraw this Bid within the said sixty (60) calendar days;

1.03 BIDDER'S REPRESENTATIONS

A. In submitting this proposal, Bidder represents that:
1. The Bidder acknowledges that he has satisfied himself as 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, or similar physical condition at the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or cost thereof under this Contract;

- 2. The Bidder acknowledges that he has satisfied himself as to the character, quality and quantity of information regarding the above that is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Architect, as well as information contained in Drawings and Specifications forming a part of this Contract. Any failure of the Bidder to acquaint himself with all the available information will not relieve him from the responsibility for estimating properly the difficulty or cost to successfully perform the Work;
- 3. The Bidder stipulates that by submitting this bid, he has read and is familiar with the General and Supplementary Conditions;
- 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception;

1.04 ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda issued during the bidding period and state that the Work therein described is included in this Bid.

ADDENDUM NO. 1 Dated 2-07-2023

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

1.05 CERTIFICATES OF INSURANCE

- A. Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the Certificates of Insurance as specified in the Bidding Documents.
- B. Bidder agrees to indemnify, hold and save harmless and defend the Owner, the Architect, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, by a subcontractor, or by 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 indemnifier hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The Contractor hereby acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of One Hundred Dollars (\$100.00) and other good and valuable

consideration from the Architect which has been paid to him as specific consideration for the various indemnification obligations under the Bidding Documents. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.

1.06 COMPLETION TIME

- A. Notwithstanding any delay in the preparation and execution of the formal contract Agreement, each Bidder shall be prepared, upon written Notice to Proceed, to begin work within (10) calendar days following receipt of said Notice, or on date stipulated on such order.
- B. The anticipated start date is: 09-01-2023
[Bidder to insert proposed start date]
- C. As an inducement to the Owner to award the Contract, the Bidder guarantees to complete the Work within April 2024 calendar days, including weekends and holidays,
[Bidder to insert proposed Contract Time]
exclusive of authorized extra time, after receipt of the written Notice to Proceed, signed by the Owner, his authorized agent or the Architect as his authorized agent. After such date, the Bidder agrees that all Work shall commence regularly, diligently and uninterruptedly with adequate forces, material and equipment as required by the Bidding Documents and at such rate of progress as will insure substantial completion within the above stipulated Contract Time.

1.07 COMBINED UNIT PRICE AND LUMP SUM WORK

- A. The Bidder agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Bidding Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.
- B. Unit Price Work listed below are for future cost estimating purposes in the event additional work beyond the original project scope is required, or in the event a credit is required for work eliminated from the original Scope of Work, and shall include all "Costs of the Work" plus a Contractor's Fee. Contractor shall use fair market pricing. Prices deemed to be excessive will not be accepted. The Owner reserves the right to negotiate with Contractor on lowering excessive pricing after execution of the Agreement.

1.08 CONSTRUCTION ALLOWANCES

- A. The dollar amount of the Owner's Contingency Allowance is \$20,000.00 and shall be included in the lump sum bid amount. The Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the Owner that do not constitute a change in scope for the project.

1.09 ALTERNATES

A. The Alternate(s) included herein is an amount proposed for certain construction activities that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Bidding Documents.

[Not Used]

1.10 BID AMOUNTS

A. Lump Sum (LS) Work:

No.	Description	Units	Cost \$
1.	General Conditions, including insurance and OH&P	LS	\$ 373,172.00
2.	Mobilization	LS	\$ 248,781.00
3.	Demolition	LS	\$ 399,606.00
4.	Rough Carpentry	LS	\$ 51,680.00
5.	Modified Roofing	LS	\$ 609,031.00
6.	Flashing and Sheet Metal	LS	\$ 357,548.00
7.	Mechanical / Electrical	LS	\$ 448,000.00
8.	Owner Contingency (Cash Allowance)	LS	\$ 20,000.00
TOTAL BASE BID (Sum of Items 1 thru 8)			\$ 2,507,818.00

B. Unit Price Work:

No.	Description (See Note 1)	Units	Unit Cost
1.	PT 1x2-in. wood	lin. ft.	\$ 5.00
2.	PT 1x4-in. wood	lin. ft.	\$ 5.70
3.	PT 1x6-in. wood	lin. ft.	\$ 6.43
4.	PT 2x4-in. wood	lin. ft.	\$ 6.43
5.	PT 2x6-in. wood	lin. ft.	\$ 6.75
6.	PT 2x8-in. wood	lin. ft.	\$ 7.40
7.	1/2-in. CDX (nominal)	sq. ft.	\$ 6.70
8.	5/8-in. CDX (nominal)	sq. ft.	\$ 7.40
9.	3/4-in. CDX (nominal)	sq. ft.	\$ 8.00
10.	Repair LWIC with Gypsum Concrete Patch (Formerly Pyrofill®)	bag	\$ 8.00
11.	Reserved	--	\$

Unit Price Notes: (1) The description of work for each unit price is defined to be furnished and installed by the Contractor and shall include all OH&P and labor burden.

1.11 COST PLUS WORK

A. Cost Plus work will be performed as provided in the General Conditions, except that the following "Out-of-Pocket" labor rates shall apply (see Definitions below):

1. Site Supervisor, per hour	\$ <u>120.00</u>
2. Skilled Roofer, per hour	\$ <u>95.00</u>
3. Skilled Sheet Metal Worker, per hour	\$ <u>95.00</u>
4. Skilled MEP Worker, per hour	\$ <u>225.00</u>
5. Unskilled Labor, per hour	\$ <u>75.00</u>

B. Definitions:

1. **FEE** (also called Overhead and Profit in the General Conditions): A Fee is that amount of compensation, in either percent (%) of dollars, or dollars (\$), that the Bidder will charge for that portion of work, service, product or materials requested in the Bid Form. The Fee shall not include the Cost of the Work.
2. **LABOR BURDEN**: "Labor burden" is that cost to the Bidder for any and all costs to be added to the actual gross dollar salary or wages costs of labor, including but not limited to, employer's F.I.C.A., F.U.D.A., federal, state or other unemployment, old age, health, dental, disability or other medical insurance, Workers' Compensation, retirement pension or dues to any union or other organization and any and all fringe benefits.
3. **OUT-OF-POCKET**: "Out-of-pocket" cost of labor is the gross dollar salary or wages incurred by the Contractor and paid to any employee for actual work "on the job site" and shall include any or all of the costs defined as "labor burden". NOTE: When determining Direct "Out-of-Pocket" Labor for Unit Cost pricing, the total for such Labor costs shall include all the Contractor's Fees.
4. **COST OF THE WORK**: Cost of the Work (for the Contractor) shall include:
 - a. All "Out of Pocket" cost of labor;
 - b. All net, fully discounted, cost of materials, equipment, rentals of any kind that will be used or incorporated into the specific portion of the Work;
 - c. Net Cost of any subcontract required for a specific portion of the Work;
 - d. Net Cost of any project equipment rental charges used for a specific portion of the Work; and
 - e. General Conditions costs, costs of all non full-time working project supervision and other non-direct field personnel, including those specifically and directly involved in and participating in the active construction trade work of this project. Net Cost shall include the benefit of any trade discounts, rebates, refunds, or sales of surplus materials, except for discounts for cash or prompt payment.
5. **COST PLUS CHARGES**
 - a. To determine the total costs for T&M (Time & Material) work on a Cost Plus Basis, the Time charges are determined by calculating the "Out-of-Pocket" unit labor rate multiplied by the hours spent (no markup), and the Material charges are determined by calculating the net cost of all material used multiplied by a Fee.

1.12 SUBCONTRACTORS

A. The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

1. Royal Aire
Company Name

Myles Stewart (813)749-2370
Contact Name and Phone Number

2. N/A
Company Name

Contact Name and Phone Number

3. N/A
Company Name

Contact Name and Phone Number

4. N/A
Company Name

Contact Name and Phone Number

1.13 CONTRACT EXECUTION

A. The Bidder agrees that if this Bid is accepted, he will, within 10 calendar days, after Notice of Intent to Award, enter into an Agreement with Owner, and provide evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding Documents.

1.14 CHANGES IN THE WORK

A. The undersigned further agrees that he will, when so instructed in writing by the Owner, make changes in the Work for the following Contractor's Fees:

1. For any Work performed by the Contractor's own organization, Contractor may add twenty percent (20%) to the Cost of the Work.
2. For Work performed by his Subcontractors, respective Subcontractors may add fifteen percent (15%) to the Cost of the Work, and Contractor may add five percent (5%) of above Subcontractors' overall Cost of the Work. Subcontractors' statement of costs shall be itemized by labor and material.

3. Sub-Subcontractors are not allowed.

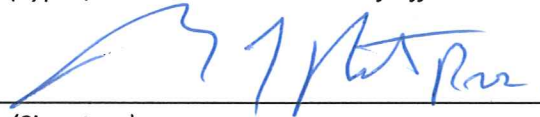
1.15 BIDDER

A. This proposal shall remain in force and effect for a period of **Sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.


In witness whereof, the Bidder, a Corporation,
(Indicate Sole Proprietor, Corporation, Limited Liability Partnership, etc.)
licensed and incorporated in the State of Florida, has hereunto set his or her
signature and affixed his or her seal this 22nd day of February, 2023.

FOR: Southern Roofing Company, Inc.
(Legal Name of Business)

BY: George Peterson President
(Typed/Printed Name and Title of Officer or Authorized Agent)




(Signature)



(SEAL)

WITNESSED BY: Michele Gannon Office Assistant
(Typed/Printed Name and Title of Witness)



(Signature)

END OF SECTION

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AIA[®] Document A107[™] – 2007 Instructions

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

GENERAL INFORMATION

Purpose. AIA Document A107–2007, establishes the agreement between an Owner and Contractor for construction projects of a limited scope. A107–2007 is a stand-alone agreement because it contains its own internal general conditions and does not require the addition of a separate general conditions document. This agreement was formerly written for use only where the basis of payment is a stipulated sum. In 2007, the AIA revised the agreement to accommodate two additional payment methods: cost of the work plus a fee, with or without a guaranteed maximum price. The Owner and Contractor are asked to select the payment method in the agreement using a check box. If either of the two cost-plus payment methods is selected, then the parties will complete, and incorporate into the agreement, Exhibit A, which provides the detail for the Cost of the Work.

For more complex projects, parties should consider using one of the following other owner-contractor agreements: AIA Documents A101[™]–2007, A102[™]–2007 or A103[™]–2007. These agreements are written for a stipulated sum, cost of the work with a guaranteed maximum price, and cost of the work without a guaranteed maximum price, respectively. Each of them incorporates by reference A201[™]–2007, General Conditions of the Contract for Construction.

For single family residential projects, or smaller and less complex commercial projects, parties may wish to consider A105[™]–2007, Agreement Between Owner and Contractor for a Residential or Small Commercial Project.

Related Documents. B104[™]–2007 Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope coordinates with A107–2007 and incorporates it by reference. If another owner-architect agreement is paired with A107–2007, the architect’s duties set forth in A107–2007 may require revision.

A107–2007 is used as one part of the Contract Documents that record the Contract for Construction between the Owner and Contractor. The other Contract Documents are: Supplementary Conditions, Drawings, Specifications and Modifications. Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA’s MASTERSPEC and AIA Document A503[™]–2007, Guide for Supplementary Conditions.

If AIA Document A107–2007 is to be used on a project with AIA Document A401[™]–2007, Agreement Between Contractor and Subcontractor, appropriate modifications should be made with the assistance of legal and insurance counsel. Such modifications will be needed because A401–2007 incorporates by reference AIA Document A201–2007, General Conditions of the Contract for Construction, while A107–2007 contains its own general conditions.

Dispute Resolution—Mediation and Arbitration. This document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process but is mandatory under the terms of this agreement. Arbitration may be mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778–7879, or visit their Web site at www.adr.org.

Why Use AIA Contract Documents. AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are

intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

Use of Non-AIA Forms. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

Letter Forms of Agreement. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

Standard Forms. Most AIA documents published since 1906 have contained in their titles the words “Standard Form.” The term “standard” is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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This document is intended for use as a consumable—that is, the original document purchased is to be consumed in the course of its use. This document may not be reproduced for project manuals. If a user wishes to include a sample or samples of this document in a project manual, the normal practice is to purchase a quantity of the preprinted forms, binding one in each of the manuals.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed A107–2007, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects’ legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

A107–2007 revises the 1997 edition of A107 to parallel 2007 revisions made in the following AIA Documents: A101–2007, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, A102–2007, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, A103–2007, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, and AIA Document A201–2007, General Conditions of the Contract for Construction. It incorporates alterations proposed by architects, contractors, owners and professional consultants. Some of the significant differences in content between this edition and the 1997 edition of A107 are listed below.

Title: The title of this document is revised for brevity and to focus on its use for projects that do not rise to the level of complexity that would require a more detailed agreement paired with A201–2007, General Conditions of the Contract for Construction.

Format: A table of articles is added, and sections are re-ordered to correspond to the sequence of sections in other AIA owner-contractor agreements, and in A201–2007. Exhibit A supplements the base agreement by providing additional information related to the Cost of the Work. Exhibit A is required only if the parties choose one of the cost-plus payment methods.

Article 3: A checkbox is added where the parties may select the Contract Sum and the associated method of payment. The Stipulated Sum now makes provision for allowance prices; the new Cost of the Work with a Guaranteed Maximum Price may include “unit prices,” “allowances,” and “alternates.”

Article 4: Section 4.1.4 now includes a fill point where the parties may indicate whether retainage will be withheld, and if so, under what terms.

Article 5: As in A107™–1997, an initial decision is a condition precedent to mediation, and mediation is a condition precedent to any binding form of dispute resolution. However, arbitration is not mandatory under A107–2007 so the parties must select the binding method of dispute resolution from three choices: arbitration, litigation, or another method that the parties must identify. New Section 5.1 provides a checkbox for selecting, or stating, the method of binding dispute resolution to be followed for any dispute not settled through mediation.

Article 9: Section 9.7 adds an Allowances section which explains which costs may be included in them. Section 9.8, adds a new requirement for the Contractor to submit a construction schedule.

Article 13: Section 13.2 adds provisions for the Contractor to obtain interim payments in the event the Owner and Architect issue a Construction Change Directive.

Article 14: New provisions are added to address payment procedures that are unique to stipulated sum and guaranteed maximum price contracts.

Article 15: New Section 15.4.2 requires the Contractor to prepare a “punch” list prior to Substantial Completion. New text in Section 15.4.3 requires the Architect to conduct an inspection for the purposes of determining Substantial Completion.

Article 17: The insurance provisions now require the Contractor to obtain general liability insurance for completed operations and to include the Owner and Architect as addition insured during the Contractor’s operations, and the Owner as an additional insured during completed operations. These changes reflect industry practices. New Section 17.4 permits the Owner to require performance and payment bonds, and to stipulate their requirements in bidding documents.

Article 20: This article now permits the Owner to terminate the Contract for its convenience and sets forth the Owner’s financial duties to the Contractor in that event.

Article 21: This is a new article that consolidates claims and disputes procedures. Section 21.5 allows for consolidation of arbitrations and joinder of parties in arbitrations if the parties have selected arbitration as the method of binding dispute resolution.

USING A107–2007

Notices

Prospective bidders should be informed of any additional provisions which may be included in A107–2007, such as liquidated damages or payment for stored materials, by an appropriate notice in the Bidding Documents and the Supplementary Conditions.

Modifications

Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special

conditions or referenced amendments. Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions.

Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Section 2.1.

Parties: Parties to the Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; and (3) a brief description of the Project, including the proposed building usage, size, and capacity or scope of the Project.

Architect: The Architect's full legal or corporate title should be used.

Article 2 Date of Commencement and Substantial Completion

The following items should be included as appropriate:

§ 2.1 The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Agreement. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

§ 2.3 The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work.

Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Optionally, insert any provisions for liquidated damages relating to failure to complete on time, or for bonus payments for early completion. Liquidated damages are not a penalty to be inflicted on the Contractor but must bear an actual and

reasonably estimable relationship to the Owner's loss if construction is not completed on time. There is little or no legal precedent to support the proposition of linking a bonus with a penalty. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform subcontractors about the amount of liquidated damages will help determine the placement of such language. If a provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney. Such a provision may be based on the following sample language:

"The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: _____ Dollars (\$ _____)."

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A503™–2007, Guide for Supplementary Conditions, at www.aia.org.

Article 3 Contract Sum

§ 3.1 Check the box next to the method used for determining the Contractor Sum (lump sum, percentage of Cost of the Work with a Guaranteed Maximum Price, or percentage of Cost of the Work without a Guaranteed Maximum Price). Based upon the selection, complete either Section 3.2, or 3.3, or 3.4.

§ 3.2 Enter the Contract Sum payable to the Contractor if using a Stipulated Sum.

§ 3.2.1 If using a Stipulated Sum, identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A107–2007, attach a schedule showing the amount of each alternate and the date it expires.

§ 3.2.2 Identify unit prices, and state quantity limitations, if any, to which the unit price will be applicable.

§ 3.2.3 Identify and state the amounts of any allowances.

§ 3.3.2 Enter the method used for determining the Contractor's Fee (lump sum, percentage of Cost of the Work or other method) and explain how the Contractor's Fee will be adjusted for changes in the Work.

§ 3.4.2 Enter the method used for determining the Contractor's Fee (lump sum, percentage of Cost of the Work or other method) and explain how the Contractor's Fee will be adjusted for changes in the Work.

§ 3.4.3.1 Insert a Guaranteed Maximum Price for the Cost of the Work and the Contractor's Fee. Insert specific provisions if the Contractor is to participate in any savings when the final Contract Sum is below the Guaranteed Maximum Price.

§ 3.4.3.2 Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A107–2007, attach a schedule showing the amount of each alternate and the date it expires.

§ 3.4.3.3 Identify unit prices and state quantity limitations, if any, to which the unit price will be applicable.

§ 3.4.3.4 Identify and state the amounts of any allowances.

Article 4 Payments

§ 4.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

§ 4.1.3 Insert the time schedule for presenting Applications for Payment and indicate due dates for making progress payments.

The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the seven days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make payment. The Contractor may prefer a few additional days to prepare the Application.

Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment.

§ 4.1.4 Indicate the percent of retainage, if any, to be withheld when computing the amount of each progress payment.

The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A503–2007, Guide for Supplementary Conditions, for a complete discussion.

§ 4.1.5 Enter any agreed-upon interest rate for overdue payments.

§ 4.2.2 Insert the date by which Owner shall make final payment, if it differs from the one stated.

Article 5 Dispute Resolution

Select from three choices of binding dispute resolution: (1) arbitration, (2) litigation or (3) another method that the parties must identify. Other types of dispute resolution include a dispute resolution board or a mini-trial. For additional information about other methods of dispute resolution, refer to The Construction Industry’s Guide to Dispute Avoidance and Resolution, free online at www.adr.org.

Article 6 Enumeration of Contract Documents

A detailed enumeration of all Contract Documents must be made in this article.

Exhibit A Determination of the Cost of the Work

Exhibit A provides the definition for the Cost of the Work and a detailed listing of the costs to be reimbursed and those costs not to be reimbursed. If the Contract Sum is a Stipulated Sum, in accordance with Section 3.2 of the Agreement, Exhibit A is not applicable.

EXECUTING THE AGREEMENT

The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the twenty-fourth (24th) day of February in the year 2023
(In words, indicate day, month and year)

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

Crystal Bay Condominium Association
C/O Ameritech Community Management
24701 US Hwy 19 North, Suite 102
Clearwater, Florida 33763

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

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

Quality Roofing, Inc.
1905 N. 40th Street
Tampa Florida 33605
License: CCC042846
Ph. 813-620-4797

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

Roof Replacement at
Crystal Bay Condominiums
2323 and 2333 Feather Sound Drive
Clearwater, Florida 33762

The Architect:
(Name, address and other information)

C. B. Goldsmith and Associates, Inc.
2555 Nursery Road
Clearwater, Florida 33764
Ph. 727-540-0456

The Owner and Contractor agree as follows.

Init.

ACG/jms

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a Notice to Proceed, provided that a building permit has been received by Contractor.

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

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred fifty (150) calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Time is of the essence of the Contract Documents and all obligations hereunder.

Contractor has satisfied itself that the dates of Substantial Completion and Final Completion as set forth herein have been determined so as to provide sufficient time for Contractor to substantially complete and then finally complete the Work within such time periods. The Contractor will provide sufficient supervision, labor, equipment and materials to assure the most efficient and expeditious construction process. If the Contractor is behind schedule to such an extent that the Contractor will be unable to meet either of the completion dates set forth above, as such dates may be extended pursuant to the terms of this Agreement, the Contractor shall employ such additional forces, obtain such additional equipment, employ such additional supervision and pay such additional overtime wages as may be required to place the progress of the Work on schedule, as required for timely Substantial Completion and Final Completion.

"Substantial Completion" shall not occur until Contractor has obtained and delivered to Owner all permits and other consents or approvals from all governmental authorities that are required with respect to the Owner's use and occupancy of the Project.

"Final Completion" (defined herein as the completion, in accordance with the Contract Documents, of all punch list items by the Contractor following Substantial Completion) shall occur not later than thirty (30) days following the date of Substantial Completion, subject to adjustments of the Contract Time as provided for in the Contract Documents.

§ 2.4 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth in this Section 2.4.

§ 2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work at Not Used per [calendar] day.

§ 2.4.2 The Owner may deduct liquidated damages described in Subsection 2.4.1 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the "Default Rate" (hereafter defined in Section 4.1.3).

ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Two million twenty-eight thousand and 00/100 dollars (\$2,028,000.00), subject to additions and deletions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not Used

§ 3.2.2 Unit prices, if any:

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

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit</u>
1. PT 1x2-in. wood	per lin. ft.	\$2.00
2. PT 1x4-in. wood	per lin. ft.	\$2.50
3. PT 1x6-in. wood	per lin. ft.	\$3.00
4. PT 2x4-in. wood	per lin. ft.	\$5.00
5. PT 2x6-in. wood	per lin. ft.	\$7.00
6. PT 2x8-in. wood	per lin. ft.	\$8.00
7. 1/2-in. CDX (nominal)	per sq. ft.	\$3.00
8. 5/8-in. CDX (nominal)	per sq. ft.	\$3.50
9. 3/4-in. CDX (nominal)	per sq. ft.	\$4.00
10. LWIC Repair	per sq. ft.	\$12.00
Nothing Follows		

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<u>Item</u>	<u>Allowance</u>
1. Contingency (Cash) Allowance	Twenty thousand and 00/100 dollars \$20,000.00
Nothing Follows	

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

~~§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.2 The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.) [Deleted]*~~

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.4.2 The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.) [Deleted]*~~

§ 3.4.3 GUARANTEED MAXIMUM PRICE

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed _____ Dollars (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.) [Deleted]~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: [Deleted]~~

~~§ 3.4.3.3 Unit Prices, if any: [Deleted]
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)~~

~~_____ Item _____ Units and Limitations _____ Price per Unit~~

~~§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any: [Deleted]
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)~~

~~_____ Item _____ Allowance~~

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based: [Deleted]~~

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Each Application for Payment shall be in the form of AIA G702 and G703 (or other form acceptable to Owner in the exercise of reasonable judgment) and shall be properly notarized. 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. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth 25th day of a month for work to be completed by the Thirtieth 30th day of such month, the Owner shall make payment of the certified amount to the Contractor in the required amount not later than the Thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

It is expressly provided, however, that each progress payment requested under this Article 4 shall be subject to the statutory 10% retainage so that only 90% of the approved Draw Request shall be paid by Owner. All draw requests shall be sworn to by Contractor. Upon Substantial Completion of the Work, Owner shall have paid Contractor a sum sufficient to increase the total payments to a sum of ninety percent (90%) of the Contract Sum, less such amounts as the Owner shall determine for incomplete and unsettled claims as provided in the Contract Documents, including the value assigned to punch list items as described below; provided however, that the provisions of this Article 4 are subject to the provisions of Article 15.

Upon the Substantial Completion of the Work, each item on the Owner's punch list shall be assigned a value by the Architect (with the Owner's approval) equal to the actual cost to complete such item, plus 50% ("Punchlist Value").

§ 4.1.3 Provided that Contractor has been paid by Owner all sums (or the applicable portion thereof) due to Contractor pursuant to the Agreement (other than under the circumstances of Section 15.2.3 hereof), Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed or otherwise imposed against the Property, Contractor, within thirty (30) days after actual notice to Contractor of the filing of such lien or other imposition thereof, shall cause such lien to be released or otherwise discharged, except as to liens which Contractor is contesting in good faith by appropriate action diligently pursued, provided Contractor has notified Owner of the nature of such lien and informed Owner of the type of action being pursued by Contractor and, if requested by Owner, has provided Owner with a surety bond reasonably satisfactory to Owner, sufficient to cover such claim in the event Contractor is unsuccessful in contesting same or has made other arrangements reasonably satisfactory to Owner. If, however, Contractor, within the aforesaid thirty (30) day period, does not cause such lien either to be released and discharged forthwith or contests same in the manner provided hereinabove, then Owner shall have the right to pay all sums necessary to obtain such release and discharge and reduce the Contract Sum by the amount of such payments made by Owner. Contractor shall indemnify, defend and hold harmless Owner from all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien or that part of the Work relating to any lien or progress payment.

§ 4.2 FINAL PAYMENT

§ 4.2.1 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 Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 A final Certificate for Payment has been issued by the Architect. Owner shall use good faith efforts to cause Architect to issue a Final Certificate for Payment in a timely manner, even if such Certificate is subject to Contractor's completion of "punch list" or "incomplete" items. With respect to such punch list or incomplete items, Owner shall be entitled to withhold the amount described in Section 4.1.2 to complete such punch list or incomplete items until all of the punch list items have been completed by Contractor, except for those punch list items that cannot, with the exercise of due diligence, be completed within thirty (30) days following Substantial Completion. If all of such punch list items have not been completed within thirty (30) days following Substantial Completion, then, as long as the Contractor is continuing to diligently prosecute the completion of the remaining punch list or incomplete items and such items are completed within sixty (60) days thereafter, Owner shall pay Contractor the amount withheld for all of the punch list or incomplete items which have been completed. Payment of the remaining completed punch list or incomplete items shall be made on a monthly basis in the required amount;
- .3 The Surety, if any, has consented to the Final Payment;
- .4 Receipt by Owner of final lien waivers and releases from all Subcontractors and suppliers, unless Contractor has bonded off any lien by cash or surety bond acceptable to the Lender; Receipt by Owner of final lien waivers and releases from all Subcontractors and suppliers in the form attached hereto as Exhibit "____"; unless Contractor has bonded off any lien by cash or surety bond acceptable to the Lender;
- .5 The receipt by Owner of Contractor's Final Release of Liens;
- .6 Satisfaction by Contractor of the remaining close-out procedures and other final payment requirements described in the Specifications;

- .7 Receipt by Owner of "as built" Drawings consisting of one set of the Drawings redlined by Contractor with changes;
- .8 Removal of temporary facilities, services, surplus materials, rubbish and similar elements;
- .9 Delivery to Owner of required quantities of spare parts, extra and over-run stock, maintenance tools and devices, keys and similar physical units to be submitted to Owner.
- .10 Delivery of all closeout documents and warranties, including digital record of all files on CD or DVD media.

§ 4.2.2 The Owner's final payment and release of the punch list holdback and any other sums withheld by Owner pursuant to Section 4.1.2, including retainage, to the Contractor shall be made no later than thirty (30) days after the Owner's confirmation that Substantial Completion has occurred, provided that all punch list items have been completed and the conditions described in Section 4.2.1 have been satisfied.

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 21.4 of this Agreement *ACJ*
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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See Drawings attached hereto as Exhibit "A".

§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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See Drawings attached hereto as Exhibit "A".

§ 6.1.4 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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See Drawings attached hereto as Exhibit "A".

§ 6.1.5 The Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
1.	February 7, 2023	One (1)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- ~~.1 Exhibit A, Determination of the Cost of the Work, if applicable.~~
- ~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.
[Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.]

§ 7.4 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.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or ~~repeatedly~~ *[persistently]* fails to carry out the Work in accordance with the Contract Documents, *[either or both of which failures are not corrected within three (3) business days following written notice from Owner]*, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is 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.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 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. *[The Contractor acknowledges that he has satisfied himself as 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, or similar physical condition at the ground, the character of equipment and facilities needed preliminary to and during the execution of the Work, and all other matters upon which information is reasonably obtainable and which can in any way affect the Work or cost thereof under this Contract. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of information regarding the above that is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Architect, as well as information contained in Drawings and Specifications forming a part of this Contract. Any failure of the Contractor to acquaint himself with all the available information will not relieve him from the responsibility for estimating properly the difficulty or cost to successfully perform the Work.]*

§ 9.1.2 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 8.1.1, 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.~~ *[If, however, Contractor performs any Work in conformity with any Contract Documents knowing it to be inconsistent with any other Contract Documents, without first specifically requesting and obtaining from Architect written instructions on how to proceed with respect to such inconsistency, Contractor shall be obligated to correct such Work according to the direction of Architect (with Owner's approval), without cost to Owner, including Contractor bearing the full amount of the attributable costs for correction as well.]*

§ 9.1.3 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.

[§ 9.1.4 Contractor shall promptly report to Owner errors, inconsistencies or omissions in the Contract Documents which are discovered by Contractor. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work for Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by 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 results. All dimensions and clearances necessary to the Work, as indicated on the Drawings and contained in the Specifications, shall be verified by Contractor at the job site before commencing the Work affected thereby. Additionally, if sufficient detailed information is lacking, if Work is required in such a manner as to make it impossible to produce first-class Work, or if discrepancies appear among Contract Documents, then Contractor shall request the Owner's clarification or interpretation before proceeding with such Work.]

[If Contractor performs any Work in conformity with any Contract Document knowing it to be inconsistent with any other Contract Document, or knowing it to be inconsistent with any applicable law, code or regulation, without first specifically requesting and obtaining from the Owner written instructions on how to proceed with respect to such inconsistency, the Contractor shall be obligated to correct such Work according to the direction of the Owner without cost to the Owner.]

[§ 9.1.5 The Contractor shall examine the project site to make certain that conditions are acceptable for the Work and to determine proper location for storage, handling, and access. Review conditions with all parties involved and obtain all necessary approvals for storage locations, scheduling, and methods of operation. Any unacceptable conditions shall be reported immediately to the Architect and confirmed in writing. Execution of work shall be construed as an acceptance of existing conditions by the Contractor.]

[§ 9.1.6 The Owner warrants that the grounds, paving and parking areas, exterior lighting, buildings, equipment and interiors are in an acceptable and well-maintained condition prior to the start of this work, and that all equipment is functioning properly. Contractor shall inspect all surfaces and grounds before start of Work, and is required to report prior damage or unacceptable condition of any kind to Owner and record by photographs and/or written description. Failure to so report and document any prior damage or unacceptable condition shall constitute a waiver of Contractor and any of Contractor's agents for any claims or defenses relating in any way, in whole or in part, to prior damage, and shall cause Contractor to be back charged for any remedial work required to bring the property to Owner's acceptance.]

[§ 9.1.7 If Contractor elects to move, lift, store, and reinstall any of the Owner's property, he will become responsible for the safeguard, reinstallation and restoration to its condition before moving it.]

[§ 9.1.8 Before commencement of Work, the Contractor shall photographically document all existing adverse conditions, including existing interior and exterior damage, contamination and stains, that might possibly be construed as being

caused by the Contractor. In the absence of such documentation, it will be assumed that all existing conditions are without damage and are fully functional prior to the start of the Work.]

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. 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, *[including coordination of all trades]*, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and *[any]* other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

[§ 9.2.3 The Contractor shall be solely responsible for all locations, dimensions and levels, and no plea as to instructions or orders received from any source, other than the information contained in surveys provided by Owner, Drawings and Specifications or in written orders of the Architect shall justify departure from the dimensions and levels required by the Drawings. Contractor shall take his own measurements at the site, verifying same with the Drawings and at the building, and will be held responsible for the proper fit of completed work in position. Notwithstanding the foregoing two sentences, Owner shall be responsible for the initial benchmarks/control points provided to Contractor.]

[§ 9.2.3 The Contractor shall employ a competent superintendent and competent assistants, if necessary, who shall be in attendance at the Project site during 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, and the Contractor shall not replace such superintendent without the prior written consent of Owner.]

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them. *[The Architect and Owner reserves the right dismiss any person(s) employed on the project without reason. Employees found to be incompetent, unfit, or otherwise objectionable for his duties and so certifies the facts to the Contractor, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect or Owner.]*

§ 9.3.3 ~~The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.~~ *[Under no other circumstances will substitutions, alternates or "approved substitution" be considered after the Bid Opening. All substitution requests must originate with the Contractor and shall be accompanied with submittals and comparisons as stated the General Requirements. Requests from subcontractors, distributors, suppliers and/or manufacturers will not be considered.]*

[§ 9.3.4 When items, materials or equipment are shown on the drawings or are specified as furnished by Owner, installed by Contractor, the Contractor shall unload, uncrate, assemble, install, and connect the item, material or equipment, complete in operating order.]

[§ 9.3.5 The Contractor shall deliver, handle, store, and install materials in accordance with manufacturer's instructions, unless otherwise indicated.]

[§ 9.3.6 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.]

§ 9.4 WARRANTY

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 may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by [Owner's] abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. *[Contractor shall pay unemployment and Social Security taxes, or other taxes imposed by Local, City, State or Federal Government and certify to the Owner that this has been done before final payment is made to the Contractor.]*

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. 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.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare, and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents.

[§ 9.9.3 Approval Stamp: Contractor shall stamp each submittal with a uniform, approval stamp. Stamp is to include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Architect will not review submittals that do not bear Contractor's approval stamp and will reject them without action.]

§ 9.10 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.

[§ 9.10.1 Material shall be arranged and maintained in orderly manner with use of walks, drives roads and entrances unencumbered. Store, place and handle material and equipment delivered to project site to prevent inclusion of foreign substances or causing of discoloration. Stack materials neatly and completely and barricade to protect public from injury. Protect material as required to prevent moisture absorption or damage from weather or the ground. Should it be necessary to move material at any time, or move sheds, trailers or storage platforms, Contractor shall move them as and when required at no additional cost to the Owner. The Owner assumes no responsibility for materials stored in building or site. The Contractor shall assume full responsibility for loss or damage due to storing of materials. Repairing of areas used, the placing of sheds, trailers, offices, and storage of materials shall be done by the Contractor.]

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

[§ 9.12.1 The Contractor shall maintain streets and sidewalks around the Project site in a clean condition. The Contractor shall use its best efforts to remove all spillage and tracking arising from the performance of the Work from such areas and shall establish a regular maintenance program (at least twice per week) of sweeping and hosing to a minimum accumulation of dirt and dust upon such areas. No waste material or rubbish shall be buried or burned on the site.]

§ 9.13 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 such 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 prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

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

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

[§ 9.15.3 The Contractor hereby acknowledges the receipt of \$100.00 and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of \$100.00 and other good and valuable consideration from the Architect which has been paid to him as specific consideration for the indemnification provided herein. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.]

[§ 9.15.4 The Contractor's indemnification obligations, which shall include indemnification for all damages caused by an open roof of by any failure to provide proper temporary covering to protect the structure and its contents, shall be limited to a value equal to twice the total contract value for the Work performed and shall be limited to exclude indemnification for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than the Contractor (indemnitor), the indemnitor's contractors, subcontractors, materialmen or agents of any tier or their respective employees. The indemnitor (Contractor) shall also be required to indemnify the indemnitee for damages to persons or property caused in whole or in part by any act, omission, or default of the indemnitee or its officers, directors, agents, or employees, but only to the extent that the damages are not resulting from gross negligence or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.]

[§ 9.15.5 The parties intend for Contractor's indemnification requirements to be limited in scope to be in compliance with the laws of the State of Florida, and with Florida Statutes 725.06 and 725.08. To the extent that any portion of § 9.15 or its subparts (§ 9.15.1 through § 9.15.5) are found to be a violation of Florida law or statute, they shall be struck or modified to reflect the intent of the parties, and only to the extent that they are compliant with Florida law and statute.]

[§ 9.16 The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.]

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until 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.

§ 10.2 ~~The Architect will visit the site at intervals appropriate to the stage of the construction 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 visit the site and make observations as provided in the Owner/Architect Agreement.]~~ The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

§ 10.4 Based on the Architect's evaluations of the Work and 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.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 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.

§ 10.7 The Architect will interpret and ~~decide matters~~ *[provide recommendations]* concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. *[The Architect shall also be the initial interpreter of the Contract Documents when necessary to clarify any term, provision, or condition thereof.]* The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

§ 10.9 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.

[§ 10.10 Owner may appoint either architects, engineers, or other consultants to inspect the Work and make recommendations to Owner with respect to the approval of the Work and any payment applications during the construction phase by written notice of such designation to Contractor. Owner shall have the right to change such representatives from time to time by written notice to Contractor.]

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions

related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor. *[If any part of the Work depends upon the proper performance of the work of a separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to Owner any discrepancies or defects of which Contractor becomes aware in the separate contractor's work that render it unsuitable and prevent Contractor from proceeding expeditiously with the Work. Failure of Contractor to report such deficiencies or defects upon becoming aware of such shall constitute an acceptance of such separate contractor's work as fit and proper to receive the Work.]*

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

[§ 13.5 Notwithstanding anything in the Contract Documents to the contrary, the Contractor shall NOT receive any adjustments in the Contract Sum or the Contract Time if such unknown or concealed conditions is: (1) of a usual nature or does not differ materially from those ordinarily encountered and generally recognized as inherent in construction activities of the character provided for in the Contract Documents; (2) located below the surface of the ground and does not differ materially from those generally encountered in the general area in which the site of the Project is located or does not differ materially from conditions encountered in any subsurface investigation completed prior to the date of the Agreement; (3) not materially different from those conditions disclosed or which reasonably should have been discerned by the Contractor's prior work, inspection, tests and reviews; (4) of a nature which the Contractor or any Subcontractor should reasonably know or anticipate based on any of the foregoing; or (5) present in the existing premises and does not differ materially from those conditions generally encountered in buildings of similar type and character, given the age of the premises, the renovations made to and in it from time to time and construction practices prevalent in the industry at the time of the construction and renovation of the existing premises, or if none are discernible by the Contractor, construction practice actually used in the construction and renovation thereof.]

[§ 13.6 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.]

ARTICLE 14 TIME

§ 14.1 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.

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

[§ 14.6 No Cost for Delay. To the fullest extent permitted by law, the Owner, Owner’s Agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor through delay caused by Owner, Owner’s Agent, or employees, or any other Contractor or Subcontractor, or by abnormal weather conditions or by any other cause, and Contractor agrees that the sole right and remedy therefor shall be an extension of time.]

[§ 14.6.1 Notwithstanding anything contained to the contrary in the Contract Documents, an extension of time in which to complete the Work shall be the Contractor’s sole remedy for delay, any hindrance in performance of the Work, loss in productivity, impact damages or other similar claims unless such delay is caused by acts that are solely the responsibility of the Owner. Owner’s reasonable exercise of any of its rights or remedies under the Contract Documents, regardless of the extent of frequency, shall not under any circumstances be construed as intentional interference with the Contractor’s performance of the Work.]

[§ 14.7 All requests for time extensions must be submitted to the Architect with each pay request and shall remain on file until the first Change Order is processed or until such time that it becomes necessary because of the lack of Contract Time. It shall be the responsibility of the Contractor to submit each month’s request for time extensions. No consideration will be given for additional Contract Time after the monthly certificate of payment is received by the Architect, unless otherwise agreed in writing by Architect and Owner.]

[§ 14.8 Extensions in the Contract Time shall be granted by Owner only to the extent that such delay: (1) affects the critical path of the Work, (2) has not been caused by Contractor, (3) is grounds for an extension in the Contract Time under the Contract Documents, and (4) is of a duration not less than one (1) day. Claims by Contractor for an extension of the Contract Time must be made in writing to Owner within twenty-one (21) days after Contractor discovers the event giving rise to such claim; otherwise, Contractor will be deemed to have waived its right to claim an extension in the Contract Time as a result of the occurrence of such event.]

[§ 14.9 The Contractor shall be permitted an adjustment as outlined below in the Contract Sum if any delays are caused by the Owner which result in an increase in the Contractor’s general condition costs. The increase in the Contract Sum resulting from such delays shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work as a result of any such delays which cause the Contract Time to be increased. For purposes of this Section 14.8, such direct costs are the reasonable increased costs of Contractor incurred for labor, materials, supplies and equipment, rental costs and machinery and equipment, subcontract costs, additional costs of supervision and field

office personnel directly attributable to such increased costs, including the Contractor's general condition costs, but excluding any profit or fee.]

[§ 14.10 EXTENDED CONTRACT ADMINISTRATION

In the event that the Architect continues to provide Contract Administration because of the failure of the Contractor to complete the Project within 110% of the calendar days allotted for construction in the Contract for construction and in subsequent change orders, after the original construction Contract completion date and extensions have been approved and the cause of the delay is the Contractor's and is not attributable to the Architect, the Architect may request the Owner withhold from the Contractor's partial or final payment sufficient sums in order to compensate the Architect for extended Contract Administration. If the Architect certifies that he has provided such extended Contract Administration, and the delay in construction is the fault of the Contractor and is not attributable to the Architect, the additional Contract Administration shall be regarded as Additional Services for which the Architect shall be entitled to negotiate additional compensation based on the Architect's published hourly rate.]

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 ~~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 stored, and protected from damage, off the site at a location agreed upon in writing. [Delivered and/or stored materials not incorporated in the work-in-place, will not be certified for payment.]~~

§ 15.1.4 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 other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3. *[Contractor shall provide all equipment material, labor, scaffolding, and/or ladders to inspect all surfaces required by the Architect for all observation of the Work.]*

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.

§ 15.2.3 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 15.2.2 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 15.2.1. If the Contractor and the 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 9.2.2, 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 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.

[Notwithstanding anything to the contrary contained in the Contract Document, the Owner may withhold a portion of any payment to the Contractor for the reasons listed above, if and for so long as the Contractor fails to perform, in any material respect, any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.]

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

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, 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 similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 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.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 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.

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

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion

thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written 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 and, 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 terms and conditions of 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 stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 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. 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect 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 9.15. *[When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone, email, or personal delivery service to the Owner.]*

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing. 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 in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 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 16.2.1 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.

§ 16.2.3 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 indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 17.1.1 MINIMUM CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:

§ 17.1.2 Unless otherwise indicated in the Contract Documents, the Contractor shall purchase from and maintain insurance for the Project with minimum limits as set forth below:

- .1 Worker's Compensation insurance in compliance with chapter 440, Florida Statutes, and employers' liability coverage in limits of not less than the following:
- | | |
|---|-----------|
| Each accident..... | \$500,000 |
| Aggregate..... | \$500,000 |
| Per bodily injury by disease - each employee..... | \$500,000 |

- .2 Commercial General Liability coverage in limits of not less than the following:
- | | |
|--|-------------|
| General aggregate..... | \$2,000,000 |
| Products and completed operations aggregate..... | \$2,000,000 |
| Personal and advertising injury..... | \$1,000,000 |
| Each occurrence..... | \$1,000,000 |
| Fire damage (any one fire)..... | \$1,000,000 |
| Medical expense (any one person)..... | \$5,000 |
- .3 For projects with a construction contract over \$200,000, provide an umbrella policy with excess liability limits of at least one million dollars (\$1,000,000).]

[§ 17.1.3 The owner and architect shall be listed both as an "additional insured" and "certificate Holder" on all insurance policies obtained by the Contractor as the result of being Awarded a contract. The limits of insurance available to the additional insured shall be the greater of those set forth in this Contract or the full per occurrence limit in the Policy. Coverage for the additional insured shall be at least as broad as that afforded to the Named Insured. In the event that Contractor's insurance policy(is) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits. The Contractor's insurance shall be primary and non-contributory to Owner's insurance.]

[§ 17.1.4 The Owner and Architect shall remain as an additional insured on each insurance policy of each Contractor and subcontractor for a period not less than ten (10) consecutive years from the date of final completion of the entire project that is the subject of this Agreement and the Contract Documents, regardless of the date when the Contractor, Subcontractor, Subcontractor's subcontractors, laborers, materialman, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, regardless of the dates any final inspections or any certificates of occupancy are issued. The Contractor shall remain as an additional insured on each insurance policy of each Subcontractor for a period not less than ten (10) consecutive years from the date of final completion of the entire project that is the subject of this Agreement and the Contract Documents, regardless of the date when the Contractor, Subcontractor, Subcontractor's subcontractors, laborers, materialman, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, regardless of the dates any final inspections or any certificates of occupancy are issued. The Subcontractor's shall have an obligation to have the Contractor, Owner, and Architect listed as an additional insured on each insurance policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project, and shall survive the expiration or termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.]

§ 17.2 OWNER'S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE *[Builder's Risk coverage is not required for this project]*

§ 17.3.1 ~~Unless otherwise provided~~ *[If required by the Owner]*, the ~~Owner~~ *[Contractor]* shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project. *[The Builder's risk coverage shall be subject to a deductible not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) per occurrence, except that Contractor's deductible with respect to flood and wind losses shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per occurrence. The deductible shall be payable by the Owner, except to the extent that the damage or loss was caused by the negligent and/or willful acts or omissions of the Contractor or any of Contractor's Subcontractors, licensees, or agents.]*

§ 17.3.2 The ~~Owner~~ *[Contractor]* shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the ~~Contractor~~ *[Owner]*.

§ 17.3.3 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, 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 covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 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.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or 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, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within ~~one year~~ [two years] after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an 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 written 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~~ [two]-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.

[Contractor does hereby assign and transfer to Owner all warranties heretofore or hereafter received by Contractor with respect to materials and equipment utilized in the Work and services furnished by Subcontractors or vendors; provided, however, that Owner and Contractor agree that during the warranty period, hereafter referred to, Contractor shall be obligated to enforce such warranties at no cost or expense to Owner.]

[Contractor warrants to Owner that the Work (whether labor and materials are furnished by Contractor, any Subcontractor or other party under the control of Contractor) shall be constructed and completed in a good and workmanlike manner and in compliance with the Contract Documents and will be free from any defect in workmanship or detail for a period of two (2) years after the date of Substantial Completion of the Work or designated portion thereof or by the terms of an applicable special warranty required under the Contract Documents. The warranty obligation

under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The warranties of Contractor under the preceding sentence and the duties of Contractor referred to in the next succeeding sentence constitute the "warranty obligations" of Contractor hereafter referred to in this Section. If Contractor does not promptly comply with the terms of the warranty obligations within a reasonable period of time under the circumstances, or in any emergency where delay would cause serious risk of bodily injury, death or substantial property damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Inability or refusal of a subcontractor responsible for defective Work to correct such Work shall not excuse Contractor from performing under the warranty provided in this Section 18.2. Should Contractor fail to make such warranty corrections required hereby within a reasonable time, not to exceed thirty (30) days after written notice thereof from Owner to Contractor, provided that if the required corrections cannot be made within thirty (30) days, Contractor fails to commence making such warranty corrections within a reasonable period of time, not to exceed thirty (30) days, and diligently continue the prosecution of such warranty corrections until completion, Owner may do so at the expense of and for the account of Contractor.]

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The ~~one~~ [two-] 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.

§ 18.5 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.~~ [Upon completion or correction of any Work under or pursuant to this Article 18, the two (2)-year correction period in connection with the Work requiring correction or completion shall be renewed and recommence, but only as to that portion of the Work corrected or renewed and subject to a maximum correction period of three years after Substantial Completion of the Work that was corrected or renewed. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.]

[§ 18.6 If the Owner prefers to accept defective or non-conforming Work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.]

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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 such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) of tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

[Contractor agrees the cost of testing services related to remedial operations performed by, through or under Contractor to correct deficiencies in the Work shall be borne by Contractor, to the extent such deficiencies are attributable to the Contractor's negligence, omission or violation of the terms of the Contract Documents.]

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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 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 19.4.

[§19.5 NON-CONFORMING WORK. *When any non-conforming work is found or confirmed by the Owner, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits of the non-conforming work. Additional testing, sampling or inspecting needed to define non-conforming work shall be at the Contractor's expense. Contractor shall employ the Owner's independent testing laboratory, or a mutually satisfactory independent testing laboratory if such services are required. All corrected work shall be re-tested at the Contractor's expense. Extra architectural or engineering services required by Contractor to analyze non-conforming work shall be paid for by Contractor.]*

[§ 19.6 CONTRACTOR'S PERFORMANCE. *The Contractor accepts the relationship of trust and confidence established between it and Owner under this Agreement. Contractor further agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner.]*

[§ 19.7 PUBLIC AUTHORITIES. *Requirements of public authorities mentioned in the General Conditions apply as minimum requirements only. They do not supersede more stringent requirements stated elsewhere in the Contract Documents. Requirements in effect at time of bidding apply. If changes must be made to the Contract Documents because of a change in law or governmental regulations after the effective date hereof, appropriate adjustments will be made in the Contract Sum.]*

[§ 19.8 CONTRACTOR'S SUBORDINATION. *Contractor acknowledges that Owner may borrow certain funds to finance the construction of the Work and, that as a condition to any loans to Owner, the lender (the "Lender") may require from time-to-time certain statements, certificates, and documents from Contractor. Contractor covenants and agrees that any lien, statutory, expressed or implied, right and interest (whether choate or inchoate and including, without limitation, all mechanics' and materialmen's liens under the applicable laws and statutes of the state where the Project is located) which are owned or claimed by Contractor or shall exist or shall hereafter accrue to the benefit of Contractor for labor performed, materials furnished and Work done on this Project, shall be and remain subordinate, second and inferior to a first lien securing the payment of an interim construction loan and all advances made thereunder, and to any renewals, extensions or rearrangements thereof. Neither Contractor nor any subcontractor or other party shall be permitted to remove any improvements or other property constructed or installed or delivered in connection with the Work notwithstanding that such improvements or other property can be removed without material injury to any improvements not sought to be removed by any lien claimant and without such injury to any improvements sought to be removed by any lien claimant. A subordination provision to this effect applicable to liens and lien rights of Subcontractors shall be contained in all Subcontracts entered into by Contractor and Contractor will indemnify and hold Owner harmless from any failure or refusal of any Subcontractor to comply with this provision, as well as any assertion by such Subcontractor that such Subcontractor's lien is prior to or of equal dignity with said Lender's lien. At the request of Owner, Contractor shall, without delay, execute or cause to be executed, such additional documents as may be required from time to time by Owner's Lender to give effect to the provisions hereof and furnish documents, releases and waivers evidencing payments to subcontractors and suppliers and such subcontractors' and suppliers' release of liens arising out of the performance of the Work. If requested by Lender, Contractor will cause its subcontractors and material suppliers to execute a Subcontractor's Subordination Agreement in the form required by Lender.]*

[§ 19.24 LENDER'S RIGHT TO INSPECT PREMISES. *Contractor will permit Lender and its representatives and agents to enter the Property and inspect the improvements and all materials to be used in the construction thereof and all books, records, contracts, statements, invoices, bills, plans and specifications, shop drawings, lien waivers and all other instruments and documents of any kind relating to the construction of the improvements; and shall cooperate with Lender and its representatives and agents and during such inspection period.]*

ARTICLE 20 TERMINATION OF THE CONTRACT § 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

~~§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. [Except as otherwise expressly set forth in this Agreement, Owner and Contractor agree to attempt to negotiate all disputes hereunder. ("Disputes") by direct negotiations between the principals of the parties. If the principals of the parties are unable to resolve a Dispute within 10 days following receipt of a demand by either party, then the parties shall endeavor to resolve their Disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their 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 this Agreement, and filed with the person or entity administering the mediation. The request for mediation may be made concurrently with filing a lawsuit hereunder but, in such event, mediation shall proceed in advance of any proceedings under the lawsuit, 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.]~~

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their 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 this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. [Pending final resolution of a Claim, including mediation and/or litigation, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.]~~

~~§ 21.4 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.~~

~~§ 21.5 Either party, at its sole discretion, 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).~~

~~§ 21.6 Any party to an arbitration 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 a Claim not described in the written Consent.~~

~~§ 21.7 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.~~

§ 21.8 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 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

Matthew Shapiro

OWNER (Signature)

matthew shapiro

(Printed name and title)

Richard C. Jenkins

CONTRACTOR (Signature)

Richard C. Jenkins, CEO

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

RCJ/ms

CONTINUATION PAGE

TO: Crystal Bay Condominium Assoc. C/O Ameritech

PROJECT: Crystal Bay Condominiums

APPLICATION #:

FROM: Quality Roofing, Inc.

Crystal Bay Condominiums

DATE OF APPLICATION:

03/13/2023

PERIOD THRU:

03/13/2023

Payment Application containing Contractor's signature is attached.

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (IF VARIABLE)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	PERCENT COMPLETE (G / C)		
1	General Conditions	\$100,000.00							
2	Mobilization	\$200,000.00							
3	Deposit	\$400,000.00							
4	<u>BUILDING A:</u>								
5	Demo Roof, Install B/S & Interply- Material	\$50,000.00							
6	Demo Roof, Install B/S & Interply- Labor	\$90,000.00							
7	Cap Sheet & Base Flashing- Material	\$25,000.00							
8	Cap Sheet & Base Flashing- Labor	\$55,000.00							
9	Sheet Metal- Material	\$30,000.00							
10	Sheet Metal- Labor	\$20,000.00							
11	A/C Stands- Material	\$20,000.00							
12	A/C Stands- Labor	\$15,000.00							
13	A/C Disconnect & Reconnect- Material	\$14,000.00							
14	A/C Disconnect & Reconnect- Labor	\$40,000.00							
15	<u>BUILDING B:</u>								
16	Demo Roof, Install B/S & Interply- Material	\$50,000.00							
	SUB-TOTAL	\$1,109,000.00							

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		PERCENT COMPLETE (G / C)			
17	Demo Roof, Install B/S & Interply-Labor	\$90,000.00							
18	Cap Sheet & Base Flashing-Material	\$25,000.00							
19	Cap Sheet & Base Flashing- Labor	\$55,000.00							
20	Sheet Metal- Material	\$30,000.00							
21	Sheet Metal- Labor	\$20,000.00							
22	A/C Stands- Material	\$20,000.00							
23	A/C Stands- Labor	\$15,000.00							
24	A/C Disconnect & Reconnect-Material	\$14,000.00							
25	A/C Disconnect & Reconnect-Labor	\$40,000.00							
26	<u>BUILDING C:</u>								
27	Demo Roof, Install B/S & Interply-Material	\$50,000.00							
28	Demo Roof, Install B/S & Interply-Labor	\$90,000.00							
29	Cap Sheet & Base Flashing-Material	\$25,000.00							
30	Cap Sheet & Base Flashing- Labor	\$55,000.00							
31	Sheet Metal- Material	\$30,000.00							
32	Sheet Metal- Labor	\$20,000.00							
	SUB-TOTAL	\$1,688,000.00							

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			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD		G PERCENT COMPLETE (G / C)			
33	A/C Stands- Material	\$20,000.00							
34	A/C Stands- Labor	\$15,000.00							
35	A/C Disconnect & Reconnect- Material	\$14,000.00							
36	A/C Disconnect & Reconnect- Labor	\$40,000.00							
37	<u>BUILDING F:</u>								
38	Demo Roof, Install B/S & Interply- Material	\$26,000.00							
39	Demo Roof, Install B/S & Interply- Labor	\$58,000.00							
40	Cap Sheet & Base Flashing- Material	\$13,000.00							
41	Cap Sheet & Base Flashing- Labor	\$30,000.00							
42	Sheet Metal- Material	\$15,000.00							
43	Sheet Metal- Labor	\$6,000.00							
44	Roof Hatch M	\$60,000.00							
45	A/C Stands- Material	\$10,000.00							
46	A/C Stands- Labor	\$8,000.00							
47	A/C Disconnect & Reconnect- Material	\$5,000.00							
48	A/C Disconnect & Reconnect- Labor	\$20,000.00							
	TOTAL	\$2,028,000.00							