

**RENOVATIONS
TO
CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA 27407**

SPECIFICATION DATE: APRIL 2024

LOCATION: 3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA

ARCHITECT: CLINTON E. GRAVELY, A.I.A.
ARCHITECT AND ASSOCIATES
GREENSBORO, NORTH CAROLINA

BY: _____ DATE: _____

OWNER: CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
GREENSBORO, NORTH CAROLINA

BY: _____ DATE: _____

CONTRACTOR: _____

BY: _____ DATE: _____

PROPOSALS:

**DUE: THURSDAY, AUGUST 7, 2025
TIME: 3:00 P.M.
PLACE: CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA 27407**

PRE-BID CONFERENCE:

**DATE: TUESDAY, JULY 15, 2025
TIME: 10:00 A.M.
PLACE: CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA 27407**

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NOTICE TO BIDDERS
RENOVATIONS
TO
CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA 27407

Sealed proposals will be received by **Celia Phelps Memorial United Methodist Church, Greensboro, NC**, in the office of Clinton E. Gravely, AIA, Architect and Associates, located at Weaver Park Center, 324 West Wendover Avenue, Suite 111, Greensboro, North Carolina on **Thursday, August 7, 2025** up to **3:00 p.m.** and immediately thereafter, all bids will be publicly opened and read for the furnishing of labor, materials and equipment as specified for **Renovations; Celia Phelps Memorial United Methodist Church, 3709 Groometown Road, Greensboro, North Carolina**. **If less than three (3) bids are received, at the option of Celia Phelps Memorial United Methodist Church, bids will not be opened and the bid opening will be rescheduled for Thursday, August 14, 2025 at 3:00 p.m.**

Scope of Work:

The project consists of renovations of a one-story facility damaged by fire consisting of approximately 3900 square feet. Proposals will be received for general construction to include plumbing, HVAC and electrical.

Plans and Specifications will be available for inspection in the office of the Architect, CLINTON E. GRAVELY, AIA, ARCHITECT AND ASSOCIATES, 324 West Wendover Avenue, Suite 111, Greensboro, North Carolina 27408. Digital copies will be available online via Dropbox.

Contract payments will be rendered on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days.

Bids security in the amount of 5% of the Proposal is required.

Performance and Payment Bonds will be required for 100% of the contract price.

A Pre-Bid Conference will be held on **Tuesday, July 15, 2025, 10:00 a.m.** at the project job site, 3709 Groometown Road, Greensboro, North Carolina.

The Owner reserves the right to accept or reject any or all proposals and to waive any defects in proposals, or to award contract as in its judgment is deemed to be the best interest of Celia Phelps Memorial United Methodist Church.

Celia Phelps Memorial United Methodist Church
3709 Groometown Road
Greensboro, North Carolina

Clinton E. Gravely, AIA
Architect and Associates
Phone: (336) 275-6183
info@cgravelyarchitect.com

PROPOSAL FORM
RENOVATIONS
TO
CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH
3709 GROOMETOWN ROAD
GREENSBORO, NORTH CAROLINA 27407

_____, 2025

To: CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH:

The undersigned hereinafter, sometimes called the "Bidder", proposed and agrees that if this proposal is accepted, the Bidder will enter into a written contract with Celia Phelps Memorial United Methodist Church, Greensboro, North Carolina, hereinafter, sometimes called the "Owner", to furnish all of the materials and perform all of the labor, necessary to complete the General Construction Work as shown on the drawings, and described in the Specifications entitled Renovations to Celia Phelps Memorial United Methodist Church, 3709 Groometown Road, Greensboro, North Carolina and the addendum or addenda thereto, prepared by CLINTON E. GRAVELY, AIA, ARCHITECT AND ASSOCIATES of Greensboro, North Carolina, in full compliance with such drawings and specifications, and the addendum or addenda thereto, and to the entire satisfaction of the Owner.

BASE BID: _____
_____ Dollars (\$ _____)

Time of Performance for General Construction Work

The undersigned Bidder for General Construction Work proposes and guarantees the completion of his work within _____ calendar days after the date specified in the Notice to Proceed.

The Bidder has examined the site of the Construction job, and is fully acquainted with the conditions existing there, which may affect the work to be done. The Bidder has also examined the Drawings and Specifications for the work, including all documents made a part thereof, and the addendum or addenda thereto, and understand the work to be done, and the terms thereof. The Bidder understands that no money will be paid for any extra work except, as provided by the appropriate provisions of the Specifications. The General Conditions of the Contract, or the Amendments thereto, which are a part of the Specifications.

Attached hereto is:

- (1) A Bid Bond in which the obligee therein shown as

CELIA PHELPS MEMORIAL UNITED METHODIST CHURCH, GREENSBORO, NORTH CAROLINA and which has been executed by a corporate surety licensed under the laws of North Carolina, to execute such bonds, the bond being in an amount equal to not less than five percent (5%) of the proposal.

(or)

- (2) A certified check on the

(Name of Bank or Trust Company)

of _____
(Address of Bank)

Which bank of trust is insured by the Federal Deposit Insurance Corporation, the check being in an amount not less than five percent (5%) of the proposal.

If the Bidder is awarded the contract and fails to execute the contract and to give bond as required by law within the time specified by the Bid Bond, the Bidder agrees that the bid bond may be enforced as provided by law.

If the Bidder gives a check instead of a Bid Bond and fails to execute the contract and to give bond as required by law within the time required by law, the Bidder agrees that the check may be cashed and the proceeds thereof, retained by Good News Baptist Church, Greensboro, North Carolina.

GENERAL CONTRACTOR'S LICENSE:

The undersigned further states that he is duly licensed General Contractor in North Carolina and that all fees, licenses, permits, etc., pertinent to the submission of this bid have been paid in full.

This bid may be withdrawn at any time, prior to, the scheduled time for the opening of bids, or any authorized postponement thereof.

ADDENDUM RECEIPT: Receipt of the following addenda to the specifications is acknowledged:

Addendum No. ____	Dated _____	Addendum No. ____	Dated _____
Addendum No. ____	Dated _____	Addendum No. ____	Dated _____
Addendum No. ____	Dated _____	Addendum No. ____	Dated _____

The Bidder is a

Sole Proprietorship _____: Partnership _____: Corporation _____:
(Put a check mark in the applicable blank)

If the Bidder is a corporation, the corporate seal is affixed at the right-hand margin of this page opposite this paragraph.

The Bidder's North Carolina License No. is: _____

(Name of Bidder)

By: _____
(Signature)

Title: _____

AIA DOCUMENT A701-1997

Instructions to Bidders

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



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INSTRUCTIONS TO BIDDERS

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Washington, D.C. 20006-5292

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 The Bidder by making a Bid represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- 2.1.2 The Bid is made in compliance with the Bidding Documents.
- 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.



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ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.



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3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.



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4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID-ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.



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5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- 1 a designation of the Work to be performed with the Bidder's own forces;
- 2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- 3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.



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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



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INSTRUCTIONS TO BIDDERS

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AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 The 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.

§ 1.5.2 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.

§ 1.6 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 transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 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 may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 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 abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials 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 materials from and about the Project.

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents 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 persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The 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 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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 will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that 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.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or 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 and 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 as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either 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 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data 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.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in 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.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. 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 all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 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 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor 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.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in 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.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 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 such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 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.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner 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 written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or 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 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. 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.

§ 11.3.7 WAIVERS OF SUBROGATION

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 6, 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 this Section 11.3 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 6, 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.

§ 11.3.8 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 and of Section 11.3.10. 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.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 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.

§ 11.4.2 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 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and 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.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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.

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the 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 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

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Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 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).

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

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

**AMENDMENTS TO GENERAL CONDITIONS
AIA DOCUMENT 201, 2007
GENERAL CONDITONS OF THE CONTRACT FOR CONSTRUCTION**

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2007 Edition. Where any article of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph of Clause shall remain in effect.

Article 1 - General Provisions

1.1 Basis Definitions

Add the following to subparagraph 1.1.1.:

"Precedence of Contract Documents " shall be in the following sequences:

1. Contract (form is a part of these specifications)
2. Addenda
3. General Conditions (AIA Document A201)
4. Amendment to General Conditions
5. Supplementary General Conditions
6. Special Conditions
7. Specifications and Related Documents
8. Working Drawings, wherein precedence shall be large-scale drawings, over small scale, figured dimensions over scaled dimensions and noted materials over graphic indications.

Add the following to Subparagraph 1.1.3:

"Provide" shall mean furnish, fabricate, select and completely install, including all necessary labor and incidental materials, the referenced or described item complete in place and ready for use or operation."

Add the following to subparagraph 1.1.5.:

"Mechanical, Plumbing and Electrical Drawings are diagrammatic only. Actual work shall be installed in accordance with measurements obtained at job-site, coordination with other trades as necessary, and shop drawing requirements.

Article 3 - Contractor

3.2 Review of Contract Documents and Field Conditions by Contractor.

Add the following to the Subparagraph 3.2.2.:

"The contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the drawings, nor for contractor's failure to coordinate work with actual field measurements."

3.4 Labor and Material

Add the following subparagraph 3.4.3 to Paragraph 3.4.:

"3.4.3 The contractor shall keep the Architect informed as to availability of all materials and equipment and shall advise him promptly, in writing, of all materials and equipment that may not be obtainable for the purpose of the Contract, whether due to conditions of the market or other limiting or governing factors."

3.5 Warranty

Add the following Subparagraph 3.5.1:

"The contractor shall bear all expenses resulting from substitutions including the cost of work in general, structural, plumbing, mechanical and electrical trades required due to substitution and the cost of any Architect's services made necessary by the substitution."

3.7 Permits, Fees and Notices

Paragraph 3.7.1; add the following:

Building Permit Fee has been paid by Owner; Contractor shall be responsible for all other construction permit fees that may be charged by city, county, state and/or other authorities having jurisdiction. (Grading permit fees, acreage fees, plumbing permit fees, electrical permit fees, heating/refrigeration permit fees, special use district fee, fire protection fees, sign permit fees, etc.)

Note: The plan review fee has been paid by the Owners

3.10 Contractor's Construction Schedules:

3.10.1 Add the following: "The schedule shall include all major tasks to be done and a logic sequence or diagram of how the tasks will be done. The categories of work shall be based on the National Construction Index. The list of tasks shall match those submitted by the Contractor in his schedule of values. (9.2)

Add the following to Subparagraph 3.10.2:

"The contractor shall bear all expenses resulting from substitutions including cost of work in general, structural, plumbing, mechanical and electrical trades required due to substitution and the cost of any architect's services made necessary by the substitution."

3.10.2.1 The contractor shall prepare and submit to the architect 30 days after award of the contract a schedule of shop drawings and submittals as required in the contract documents. Schedule shall fix dates for submission, and the lead-time for each submittal to expedite delivery of material to maintain the progress schedule. It is to be understood that this schedule will be subject to change from time to time in accordance with the progress of work. All shop drawings, samples, and submittals for approval shall be completed within two months after award of the contract.

3.12 Shop drawings, product data and samples.

Add the following subparagraph 3.12.11:

"Requirements regarding submittal of shop drawings, samples and related required submittals are specified in Division 1 of these specifications."

3.14 Cutting and Patching.

Add the following subparagraphs 3.14.3, 3.14.4, 3.14.5, 3.14.6, and 3.14.7 to Paragraph 3.14:

"3.14.3. The general contractor shall be responsible for all cutting, patching and finishing of walls, floors, roofs, etc., to allow demolition and installation of equipment, piping, ductwork, conduit, wiring, fixtures, etc. by the Mechanical, Plumbing and Electrical trades. Any opening 6" square or less shall be cut by the trade requiring same, and holes 5" diameter, or less, through concrete shall be core drilled by the trade requiring the hole. Prior to undertaking cutting or drilling operations, the General Contractor shall be consulted to verify that no structural or other damage will be caused by the drilling process. No structural member shall be cut without prior written approval from the Architect."

"3.14.4. Each trade shall be responsible for coordinating the locations and size of holes that need to be cut by the General Contractor in a timely manner so as to cause no delay in the project progress. Each trade shall be responsible for advising the General Contractor of chase spaces and holes required as the building progresses."

"3.14.5. The Mechanical, Electrical and Plumbing trades shall supply and shall set sleeves for piping and inserts for hangers as the building construction progresses."

"3.14.6. All patching work shall be done by the General Contractor. Patches in finish surfaces shall match the adjacent surfaces in material, finish and quality. The General Contractor shall finish tight against all ductwork, piping, conduit, etc. to make it smoke tight where required. Any UL rate fire seal material and flanges as required by code and the contract documents shall be applied and installed by the Mechanical, Plumbing or Electrical trade as applicable.

Article 4 - Administration of Contract

4.1 Architect

Add the following to subparagraph 4.1.1.:

"The Architect as referred to in these documents is Clinton E. Gravely, AIA, Architect and Associates. The term "architect" shall include the architect's consultants and staff for all disciplines including structural, mechanical, plumbing, electrical, etc."

Article 5 - Subcontractors

5.2 Award of subcontracts and other contracts for portions of the work.

Add the following to subparagraph 5.2.1.:

"The listing required by this subparagraph shall be submitted to the architect not later than 30 days from date of the contract. This list shall include the names of manufacturers, suppliers and installers proposed for each of the products, equipment and materials to be incorporated into the project."

"The contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, all products furnished by the listed manufacturer must conform to such requirements."

5.3 Subcontractual relations.

Add the following to subparagraph 5.3.1.:

"The division of these specifications into sections is not intended to control the contractor in dividing the work among subcontractors nor to limit the scope of work performed by any trade under a given section. The architect will not undertake to settle any differences between the contractor and his subcontractors as to inclusion of work or material items. It shall be the contractor's entire responsibility for the proper coordination and completion of all work described in these specifications whether performed by the contractor or subcontractors, if any."

Article 7 - Changes in the work:

7.2. Change Order

Add the following subparagraphs 7.2.2. and 7.2.3. to Paragraph 7.2:

"7.2.3. A change order, when issued, shall be full compensation, or credit, for the extra work included, omitted or substituted. It shall show on its face, the adjustment in time for completion of the project as a result of the change in the work. Each change order shall include all costs related thereto, including all overhead, miscellaneous expenses and incidentals. The contractor shall submit a written and itemized proposal for each change order under consideration (Change Proposal Requests) within 14 days of receipt of a pricing request. The allowance for overhead and profit for changes shall be in accordance with the following schedule:

1. For the contractor, for any work performed by the contractor's own forces, 10 percent of the cost for additive changes. Deduct 5 percent of the amount for deductive changes.

2. For the contractor, for the work performed by his subcontractor, 5 percent of the amount due the subcontractor.

3. For each subcontractor or subcontractor involved, for any work performed by the contractor's own forces, 15 percent of the cost.

4. For each subcontractor, for work performed by his sub-subcontractor 5 percent of the amount due the subcontractor.

5. Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

6. All proposals shall be submitted in the following manner:

- | | |
|--|----------|
| a. <u>Materials</u> (itemized breakdown) | \$ _____ |
| b. Rent of equipment (list separately) at rate not in excess of those prevailing in locality of project. | \$ _____ |
| Sub-Total (1) | \$ _____ |
| c. <u>Labor</u> (itemized breakdown) | \$ _____ |
| Sub-Total (2) | \$ _____ |

d. <u>Overhead Profit</u> (10% x Sub-totals 1 & 2 for additive changes, -5% for deductive changes)	\$ _____
Sub-Total (3)	\$ _____
e. <u>Subcontract work</u> (if applicable, same breakdown as shown above)	\$ _____
<u>Contractor's Overhead&Profit</u> on Sub-bid (5% for additive change, -5% for deductive changes)	\$ _____
Sub-Total (4)	\$ _____
f. <u>Insurance</u> (Workmen's Compensation, Social Security or as otherwise required and/or specified)	\$ _____
Sub-Total (5)	\$ _____
g. <u>Guarantee Bond</u> (Sub-totals 3 or 4 as applicable)	\$ _____
Total	\$ _____

All costs proposals for change orders shall be based on costs of materials and estimates for labor which are those normal to the area as established by estimating guides generally applicable for locality of the project.

Article 8 - Time:

8.2 Progress and Completion:

Add the following to subparagraph 8.2.1.:

1. Time is of the essence, and if the contractor fails to complete the work within the maximum time, the owner will incur substantial damages, including but not limited to interest payments in respect to construction or permanent financing.

If the progress or completion of the work be delayed by and fault, neglect, act or failure to act on the part of the contractor or any one acting for or on behalf of the contractor, then the contractor shall, in addition to all of the other obligations imposed by the Owner, work such overtime or require the appropriate subcontractor to work overtime as may be necessary to make up for all time lost and to avoid delay in the progress and completion of the work.

Should the progress or completion of the work be delayed by any fault, neglect, act or failure to act on the part of the contractor or any additional cost, expense, liability or damage to the owner or any damage or additional cost or expense for which the Owner may or shall become liable, the contractor shall does hereby agree to compensate the Owner for and to indemnify the Owner against all such costs, expenses, liabilities and damages.

For purpose of this Article, subcontractors shall be deemed to be acting for and on behalf of the contractor.

2. Time for completion and liquidated damages: The contractor shall be allowed the number of days as set forth in his proposal and accepted by Owners. The architect and owner shall issue a notice to proceed as soon as all contracts, bonds and insurance policies have been properly executed. the first day of the allowable days for completion shall be the date specified in the Architect or Owner's letter. **Contractor must agree also to pay as liquidated damages, the sum of two hundred dollars (\$200.00) for each consecutive day thereafter as hereinafter provided in the General Conditions.**

8.3 Delays and Extensions of time add the following to subparagraph 8.3.2.

Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attribute to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather or progress the work and initialed by the designer's representative. Time extensions for weather delays do not entitle the contractor to "extended overhead" recovery.

Request for extension of time shall be made in writing within ten (10) days following cause of delay. In case of continuing cause for delay, only one claim is necessary.

The contractor shall notify his surety in writing of extension of time granted.

No claim shall be allowed on account of failures of the Architect for furnish drawings or instructions until ten (10) days after demand for such drawings and/or instructions.

Article 9 - Payments and Completion:

9.2 Schedule of Values

9.2.1 Add the following:

"The schedule of values shall be based on this National Construction Index and shall match the tasks listed on the schedule furnished by the contractor as listed in Article 3.10.1. above. The dollar amount for each task shall be listed. The application and Certification for Payment shall be made on AIA Form G702 and G703, 1983 or a later version. Earlier versions of this form will not be acceptable. Computer stimulated versions of this form may be accepted if submitted for approval."

Add the following sub-paragraphs 9.2.1.1 and 9.2.1.2 to subparagraph 9.2.1"

9.2.1.1. The schedule of values shall be submitted on the same AIA forms and in the identical format as will be used for Applications for Payment. For each item, the schedule of values shall show separate line items for labor and for materials.

9.2.1.2. At the time of submitting the schedule of values, the contractor shall also submit an estimate of the amount of each request for payment for the owner's use in planning cash flow for the project. It is understood that actual amounts requested by the requests for payment may not agree with this estimate."

9.3 Application for Payment

9.3.1 Delete the first sentence and substitute the following: "At a mutually agreed date each month, the contractor shall submit to the architect this itemized request for payment for operations completed in accordance with the schedule of values. Such applications shall be notarized and supported by such data substantiating the

contractor's right to payment as the Owner and Architect may request. This data will include, each month, the sales tax information as specified herein."

Add the following to subparagraph 9.3.1.: "Applications for payment shall be submitted in 5 copies (unless otherwise directed) to the architect on the approved forms.

On a day of each month agreed upon between owner, contractor and architect, the contractor shall submit his requests for payment. Requests shall be based on work performed during the period ending with the date of the request.

The owner will make a partial payment to the contractor based on contractor's requests duly certified and approved by the architect.

Until Substantial Completion, the owner will pay ninety percent (90%) of the amount due to the contractor on account of progress payments.

9.3.1.1., delete this article text entirely and substitute the following:

"The contractor shall include requests for payment on changes in the work only after he has received a properly executed change order issued by the owner."

Add the following to subparagraph 9.3.2:

"In requesting payment for materials stored on site, the contractor shall submit with his application for payment to include the following:

An itemized list of the stored material prepared in sufficient detail to identify the materials and their value. Evidence such as bills of sale, receipts, canceled checks or such other proof as may be requested by the Owner or Architect to substantiate that the materials listed have been paid for by the contractor, the materials stored at the site only, a notarized statement from the materials supplier stating that the materials will become the property of the owner upon payment of the owner to the contractor. Amounts requested for stored materials shall be the exact cost of materials, including taxes if any, but excluding any mark-up by the contractor or his subcontractor.

9.6 Progress Payments.

Add the following sub-subparagraph 9.6.2.1. to Subparagraph 9.6.2.

9.6.2.1. The contractor shall indemnify and hold the owner harmless from laborer's mechanic's and materialmen's liens upon the owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the contractor or any of his subcontractors or any material suppliers under the contract."

9.7 Failure of Payment

Delete this article in its entirety.

9.8.2. and 9.10: Delete these articles entirely and substitute the following:

1. The contractor may make an application for payment for 100% (less retainage) of completed work when this work is complete and certified by the Architect. This does not include retainage.
 - A. At this point the project must have passed all city and state code inspections. These include

- General, Electrical, Mechanical, Elevator (if applicable), and fire prevention.
 - B. A Punch list must have been drawn up prior to this application. The contractor must immediately begin work on this list.
 - C. The City's inspections department must have issued the certificate of occupancy. This is possible only after all of the above is done.
 - D. Each contractor and the architect should then prepare the AIA document of substantial completion (AIA G704). The owner interprets this document as certification that all basic work is done, the punchlist has been drawn and is being worked on, the code inspections have been passed, the architect has completed the certificate of compliance and forwarded it to the General Services, and the certificate of occupancy has been issued by the city inspections department.
 - E. All operating manuals, warranties and keys must be delivered to the owner at this point.
 - F. Once the Owner receives the certificate of occupancy; it will assume insurance coverage and routine maintenance of systems. The contractor should not cancel insurance coverage until instructed to do so by the architect.
2. The retainage may be applied for once the punch list is complete. The following should be included:
- A. Application for payment. This should be numbered and be labeled as "Final". The retainage should be "Zeroed out" in the appropriate column.
 - B. Copy of the punch list with each item checked off as complete and initialed by the contractor and the architect.
 - C. Final sales tax certificate stating that all sales tax has been paid.
 - D. AIA Document G706, Affidavit of Payment of Debts and Claims.
 - E. AIA Document G706A, Affidavit of Release of Liens.
 - F. AIA document G707, Consent of Surety to Final Payment.

9.9.1 Partial Occupancy (N/A)

Delete all portions of this section after the second sentence.

Article 11 - Insurance

11.1 Contractor's Liability Insurance

Add the following sub-subparagraph 11.1.2.1. to subparagraph 11.1.2:

"11.1.2.1. The insurance required by subparagraph 11.1.1. shall be written for not less than the following, or greater if required by law.

- 1. Worker's Compensation:
 - a. State Statutory
 - b. Employer's Liability \$ 1,000,000

- 2. Comprehensive General Liability (including premises-operations; independent contractor's protective; products and completed operations; broad form property damage). The contractor shall include the Architect as an additional insured party on the Comprehensive General Liability Policy.
 - a. Bodily Injury:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Annual Aggregate
 - b. Property Damage:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Annual Aggregate

- c. Property Damage Liability Insurance will provide X, C or U coverage as applicable.
3. Contractual Liability:
 - a. Bodily Injury
\$ 1,000,000 Each Occurrence
 - b. Property Damage:
\$ 1,000,000 Each Occurrence
 4. Personal Injury, with Employment Exclusion deleted:
\$ 1,000,000 Annual Aggregate
 5. Comprehensive Automobile Liability:
 - a. Bodily Injury:
\$ 1,000,000 Each person
\$ 1,000,000 Each Occurrence
 - b. Property Damage:
\$ 1,000,000 Each Occurrence

Add the following sub-subparagraph to 11.1.3.1 to subparagraph 11.1.3:

"11.1.3.1. The contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by subparagraph 11.1.1., 11.1.2. and 11.1.3. The form of the Certificates shall be AIA Document G705. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits."

11.3 Property Insurance

11.3.1. delete all text entirely and substitute the following:

"The contractor shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof **as related to His work in the amount of His contract**. This insurance shall include the interests of the Owners, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, extended coverage and vandalism and malicious mischief.

The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire without giving the owner thirty days advance notice by registered mail. If any insurance should be canceled, expire, or be changed during the period of this contract, the contractor shall be responsible for securing other acceptable insurance to provide the coverage specified to maintain continuous coverage during the life of this contract."

11.3.1.1. delete this sub-subarticle in its entirety.

11.3.1.2. delete this sub-subarticle in its entirety.

11.3.1.3. delete this sub-subarticle in its entirety.

11.3.2. delete this subarticle in its entirety.

11.3.4. delete this subarticle in its entirety.

11.3.6, delete this subarticle in its entirety.

11.3.7, delete this subarticle in its entirety.

11.3.8, delete this subarticle in its entirety.

11.3.9, delete this subarticle in its entirety.

11.3.10, delete this subarticle in its entirety.

Add the following sub-paragraph to paragraph 11.4

11.4.3 Required Bonds:

1. Bid Bond:

- A. A Bid Bond in the amount equal to, not less than five percent (5%) of the proposal. Bid Bond must be executed by a company authorized to do business in North Carolina. Should the successful bidders be awarded a Contract required, the amount of the Bid bond shall be paid to the Owner as damages on account of default of the bidder. Bid Bond shall be submitted with the understanding that the Bidder, guarantees that his bid will not be withdrawn for a period of sixty (60) days.

2. Performance Bond and Payment Bond.

- A. Performance Bond: A bond supplied by a surety company authorized to do business in North Carolina for the full amount of the contract price conditioned for the faithful performance of the terms of the contract. The bond must comply with the requirements of the General Statutes of North Carolina.
- B. Payment Bond: A bond supplied by a surety company authorized to do business in the Commonwealth of Virginia for the full amount of the contract price conditioned for the payment of all labor done on and materials and supplies furnished for the work under contract or subcontract. The bond must comply with the requirements of the General Statutes of North Carolina.

4. Oblige in Bonds.

- A. In the required bonds, Celia Phelps Memorial United Methodist Church, Greensboro, North Carolina shall be named as obligee.

5. Power of Attorney.

- A. There shall be furnished with each of the required bonds a dully certified copy the Power of Attorney showing the authority of the attorney in fact, who executes the bond for the surety company to execute them. The Certificate to the Power of Attorney must bear the same date as the bonds.

6. Countersignature.

- A. Each of the required bonds must be countersigned by a regularly authorized agent of the surety company residing in North Carolina.

SUPPLEMENTARY GENERAL CONDITIONS

1. PROJECT EXPEDITER:

- A. It shall be the responsibility of the General Contractor to schedule the work of all subcontractors, to maintain a progress schedule for the project and notify the Architect of any change in the progress schedule.

2. TIME OF COMPLETION:

- A. The Contract for this project shall be completed within the number of calendar days stated in the Bidders Proposal, after the date of the award of the contract therefore.

3. NOTICE TO PROCEED:

- A. Written notice to proceed will be given by the Architect to the successful bidder promptly after the required bonds, insurance certificates are furnished to the Owner and the Agreement (Contract), with such bidder is executed.

4. PAYMENT TO CONTRACTORS:

- A. The Owner will make payments on account of the Contract as follows:

- 1) On or about the 10th of each month, ninety percent (90%) of the value based on the contract price of labor and materials in place or suitable stored at the site up to a date in the previous month agreed upon in the Pre-Construction Conference by the Owner, Lending Institution, Contractor and Architect less the aggregate of previous payments will be paid. Materials stored on site must be certified in writing when monthly payments are requested.
- 2) Final Payment will be due fifteen (15) days after substantial completion of the work, provided all work is then fully complete and the contract performed.
- 3) Before submitting first request for payment, each contractor shall deliver a breakdown of costs of work of the various trades included in the contract to the Architect.

All subsequent request for payment shall be based on and shall follow the same form as the breakdown.

- B. This provision for final payment shall however is subject to the terms of conditions of, the AIA Standard Form of Agreement between Owner and Contractor for construction of buildings.

5. CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor shall not be permitted to commence work until he has obtained all insurance required under this section and such insurance has been approved by the Owner/Architect, nor shall the Contractor allow any subcontractors to commence work on their subcontract, until all similar insurance required by the subcontractors has been so obtained and approved. (See Amendments to General Conditions, Article 11)

6. FAIR EMPLOYMENT CLAUSE:

- A. The contractor agrees not to discriminate in any manner in employment practices, including promotional opportunities, because of race, creed, religion, sex, or national origin.

7. AS BUILT DRAWINGS AND INSTRUCTIONS:

- A. As Built Drawings. During progress of work, the Prime Contractor shall keep two complete and separate sets of blue-line prints furnished by the Owner on which shall be accurately and promptly noted, as work progresses, all revisions and additions to work. Wherever work was installed otherwise than as shown on contract drawings, said changes shall be noted.

These blue-line prints shall also indicate progress of work installed by coloring in the various sections of the building, equipment, and apparatus as erected.

At completion of work, submit to Architect for approval blue-line prints mentioned above.

- B. Instructions. The Prime Contractor shall prepare two complete sets of manufacturer's catalogs, instructions, and other similar data, including necessary photographic cuts, diagrams, valve charts, etc., covering mechanical and manually operated devices furnished and/or installed in building. This is intended to instruct and assist maintenance personnel in care, operation, maintenance and repair of such devices.

Above material shall be bound in book form.

Above material shall be approved and in Architect's hand before final acceptance.

8. REQUEST FOR FINAL INSPECTION:

- A. All work required by the contract documents have been completed.
- B. At this point the project must have passed all City and State Code Inspections. These include General, Plumbing, Electrical, Mechanical, Elevator (if applicable), and fire prevention.
- C. The Inspection Department must have issued the Certificate of Occupancy.
- D. All operating manuals, warranties and keys must be delivered to the Architect at this point.
- E. Once the Owner receives the Certificate of Occupancy, it will assume insurance coverage and routine maintenance of systems. The contractor should not cancel insurance coverage until instructed to do so by the Architect.

9. MATERIALS:

- A. All materials required in the construction of this project shall have been approved by the American Society of Testing Materials and/or the United States Bureau of Standards. It is the obligation, expense, of the Contractor to secure approved laboratory reports on materials to be purchased if A.S.T.M. and/or U.S.B.S. approvals are not available and secure the approval of the Architect before purchase.

10. CHANGES IN MATERIALS OR SUBSTITUTIONS THEREFORE:

- A. If, because of any governmental regulations or because of unavailability or scarcity of materials, or if, for any other reason, satisfactory to the Owner, any of the materials required for the work by the specifications cannot be promptly secured, the Owner may make such changes in the amounts of material required or such substitutions therefore, as may be necessary for the work to proceed promptly, and the contract price shall be adjusted accordingly.

11. SOCIAL SECURITY:

- A. The Contractors shall comply with the provisions of the Federal Law and the Laws of North Carolina as to Social Security and pay on behalf of himself and any subcontractor under this contract, all taxes, charges, or assessments levied under either law because of any operation or work under this contract.

12. TAXES:

- A. All State and Federal, Social Security, and any other taxes, which may be assessed, are to be paid by the Contractor from the money obtained in satisfaction of his contract.

13. SALES TAX RECORDS:

- A. For all materials incorporated into the work under this contractor, the Contractor will furnish the Owner an itemized list showing, invoice number, date, person or firm the invoice is from, the cost of materials, the amount of North Carolina State Sales and Use Tax and the amount of Local Option Sales and Use Tax, and identify the county where the purchase was made and submit this list with each Payment Request for materials used during the proceeding month. The Contractor shall certify that the amount of sales tax shown has been remitted to North Carolina.

14. SUPERINTENDENCE:

- A. The Contractor shall keep a superintendent on the job during its progress and he shall represent the Contractor in his absence, and all directions given to him shall be binding as if given to the Contractor.

15. LICENSE REQUIRED:

- A. Each Bidder must have and keep in effect until the completion of his work, the license required for his trade, by the laws of North Carolina.
- B. The license number of the Bidder should be shown on his Proposal.

16. EXECUTION OF PROPOSALS:

- A. If the Bidder is a corporation, the proposals should be signed, in the exact name of the corporation, by a duly authorized officer, thereof, and his title shown. It is advisable that the corporation as it appears on the corporate seal shall be identical.
- B. If the Bidder is a partnership, the proposal should be signed in the exact partnership name by one of the partners, and it shall be indicated that he is a partner. For example:

Doe and Doe
By: J. Q. Doe, Partner

- C. If the Bidder is an individual who is doing business under any name other than his own individual name, it should be signed in the name which the Bidder is doing business, by himself, and should be indicated that he is the Owner. For example:

National Heating Company
By: J. Q. Doe, Owner

SPECIAL CONDITIONS

1. CONSTRUCTION EXPLANATION:

- A. The scope of work consists of Rehabilitations of buildings, parking lot, concrete walks, landscaping, etc., Celia Phelps Memorial United Methodist Church including General Construction, Plumbing, HVAC and Electrical all-in accordance with the drawings, specifications and any issued addenda.

2. EXAMINATION OF SITE:

- A. Prior to submitting a proposal, each bidder shall examine the site and all other conditions thereon, correlating same with the Bidding Documents. All proposals will be presumed to include all such existing "Conditions" as may affect any work of this project and failure to familiarize himself with any such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications, without additional cost to the Owner.
- B. Bidder shall include in his/her proposal to securing of a company that specializes in smoke deodorization to provide services to assure that all smoke order has been removed from existing facility including from existing materials, etc. scheduled to remain prior to cover-up.
- C. After submission of proposal, it is further understood and will be held that said Bidders have made such examination, is fully informed as to said conditions and if awarded contract no allowance for additional compensation will be made subsequently, in behalf of any contractor, due to failure to be informed and/or for any error or negligence on his part.

3. INTERPRETATIONS:

- A. If work is shown and/or specified in such a manner as to make it impossible to produce first class work, the Contractor shall request written interpretation before proceeding with the work. If the Contractor fails to make such requests, no excuse will thereafter be entertained for failure to produce first class work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work, unless he asked for and obtained written decision by Addendum, as to which method or material will be required before the submission of his proposal.

4. REFERENCES TO SPECIFICATIONS ABBREVIATIONS:

- A. Reference to technical society, organization or body is made in these specifications in accordance with the following abbreviation:

AISC	American Institute of Steel Construction
ASA	American Standards Association
ASTM	American Society of Testing Materials
AWSCH	American Welding Society Code
FS	Federal Specifications
NBFU	National Board of Fire Underwriters
UL	Underwriters Laboratories

5. MEASUREMENTS AND DIMENSIONS:

- A. Contractor shall immediately upon entering the project site for purpose of beginning work. Locate all

general reference points and take such action as is necessary to prevent their destruction, layout his own work and be responsible for all bench marks, lines, elevations and measurements. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be responsible for any error resulting from his failure to exercise such precaution. All measurements and dimensions on shop drawings shall be verified on the job.

6. TEMPORARY OFFICE AND SHEDS:

- A. Each subcontractor shall provide, locate and properly maintain on premises, where directed such office facilities and temporary sheds as required for his work and shall remove same from premises when directed.
- B. Sheds for storage of all materials shall be weather tight buildings with floors, at least one-foot above ground, each with sufficient floor area, so that individual shipments may be readily identified and inspected in case of necessity of tests, and/or rejections. Ventilate said sheds in approved manner; store and handle materials in such a manner as to prevent inclusion of foreign materials and to prevent damage from weather or ground.

7. SIGNS:

- A. No advertising signs of any kind will be permitted on building or premises unless approved by Architect in writing.

8. TEMPORARY TOILET:

- A. Provide, maintain sanitary temporary chemical toilets where directed for use by those engaged on the work. Chemical toilets and their maintenance shall meet the requirements of state; local health regulations; ordinances and be accepted by the Architect and Owner.

9. TEMPORARY TELEPHONES:

- A. Cellular phone is acceptable as job phone.

10. SPECIFICATION EXPLANATION:

- A. For convenience of reference and to facilities awarding of contracts, these specifications may be separated into titled divisions. Such separation shall not, however, operate to make the Architect an arbiter to establish limits to the contracts between subcontractors.
- B. General Conditions, Amendments, Supplementary and Special Conditions, are part of each division of the entire specification and of the contract, and shall be read in their entirety by all bidders, before submitting proposals.

11. ARCHITECT'S APPROVAL:

- A. Where Contract Documents require items of work and/or materials to be approved by the Architect, the General or Subcontractor shall obtain said approvals promptly and before ordering materials or doing work, make request for approvals of materials, layouts, shop drawings, etc., in writing, at least ten days before said approvals are required.

12. DIMENSIONS:

- A. Figure dimensions have precedence over scale measurements and large-scale drawings over small-scale drawings.

13. GUARANTEES:

- A. The Contractor shall in case of work performed by him or any of his subcontractors where guarantees are required, secure warranties in writing, addressed to and in favor of the Owner, and deliver copies to the Architect upon completion of work.
- B. The Contractor shall and hereby does guarantee all work performed by him directly against inferior materials and workmanship for a period of twelve (12) months from the date of substantial completion and authorization of final settlement and acceptance under this contract.
- C. All guarantees must be in writing and delivered to the Architect, before final certificates of payment are issued.
- D. The Contractor shall make good at his own expense without extra cost to the Owner, any and all defective and inferior materials and workmanship.

14. CONCESSIONS:

- A. The Owner reserves the concessions rights for the sale of drinks, sandwiches, etc., on the premises; nothing shall be sold without the permission of the Owner.

15. CONTRACT FORMS:

- A. Contracts between the Owner and the Contractor shall be accomplished on Standard American Institute of Architects Form "Owner-Contractor Agreement". Forms shall be furnished and prepared by the Architect.

16. MINORITY BUSINESS ENTERPRISES GOALS:

- A. **It is the goal of the Owner and Architect that this project has a minimum thirty (30%) percent goal for participation by minority businesses in the total value of work which shall include a minimum fifteen percent (15%) goal for participate in African American Businesses.**

In the event the Contractor does not attain the minimum percentage; He shall substantiate that he has made a genuine effort to meet the goal.

This requirement shall not be construed to imply or require a Contractor to contract with or make purchases of materials or equipment from minority business contractors who do not submit the lowest responsible bid or bids or who have proven not to do quality work.

17. EXTRA WORK

- A. All extras or extra work required beyond the terms of the Original Contract must be covered through "Change Orders" in construction. Any or all-extra work installed without coverage by Change Orders will not be accepted by the Architect.

18. CASH ALLOWANCE:

- A. Where cash allowances are listed in the specifications, the Contractor must submit to the Architect, invoices, or statements in writing verifying actual cost of each and all items. Any cost less or more than allowances shall be in the form of adjustments in the Contract.
- B. The contractor's overhead and profit shall be considered in the contract price **(not in the allowance)**.

19. CONTINGENCY ALLOWANCES:

- A. The contractor shall include in his contract a contingency allowance of **thirty thousand dollars (\$30,000.00)**.
- B. The contingency allowance shall be used only as directed by the Architect and approved by the Owner for the owner's purposes and only by change orders which designate amounts to be charge to the allowance.
- C. At project closeout, credit unused amounts remaining in the contingency allowance to Owner by change order.

20. KNOX KEY BOX:

- A. A Knox Key Box, as approved by the Fire Department for Emergency entry shall be installed on the exterior of the building prior to the final Fire Department Inspection. Contractor shall call 336-734-1290 to obtain an order form for Knox Key Box.
- B. Mount type shall be recess.
- C. Location of Knox Key Box shall be coordinated with and approved by the Fire Department. (See Drawings for Tentative Location)

DIVISION 01 - GENERAL REQUIREMENTS

01 01.00 – SUMMARY OF WORK

Part 1 - General Notes

- 1.1 The work to be performed under these Contract Documents consists of Renovations to Celia Phelps Memorial United Methodist Church, Greensboro, North Carolina.
- 1.2 Drawings and Specifications.
 - A. Drawings and specifications are intended to be cooperative and require fully completed work in all particulars.
 - B. Any errors or conflicts therein shall be immediately reported to the Architect, upon discovery, and the Contractor shall not proceed, save at his own risk, with that part of the work until instructions have been received from the Architect.
 - C. In the event of the contractor's failure to give such notice, he will be responsible for the results of any such errors, omissions, or inconsistencies, and the cost of rectifying the same. If inconsistencies occur in contract documents and inconsistencies are not discovered and clarified prior to the opening of bids, the Contractor shall be responsible for the most rigid and/or costly of the inconsistencies.
 - D. Grades, Lines, Levels, Surveys.
 1. General contractor will be given a reference point, line and bench mark convenient to the site of the work. It will then be his responsibility to establish all other grades, lines, levels and other benchmarks.
 2. General contractor shall lay out exact location of all partitions as a guide to all trades, establish bench marks, giving exact levels of various floors and establish exact elevation of floor drains.
- 1.3 Protection.
 - A. Each Contractor shall comply with the following requirements pertaining to his work.
 1. Comply with all state and local laws and regulations in so far as protection of the work, property and safety is concerned.
 2. Provide all shoring, bracing, sheeting, etc., as required for safety and for proper execution of the work, and remove same upon completion.
 3. Provide and maintain guard lights, barricades, railings, etc., for adequate protection of workmen and public.
 4. Provide at all times adequate protection against weather, rain, storms, wind, frost, cold or heat, so as to maintain all work, materials, and apparatus and fixtures free from injury or damage.
 5. At end of each day's work, all new work likely to be damaged shall be covered.
 6. Any work damaged by failure to provide adequate protection shall be removed and replaced with new work at the expense of the contractor.

Section 01 33 00 - SUBMITTALS

Part 1 - General Notes

- 1.1 Not more than ten (10) days after written "Notification to Proceed" is issued, the following schedules, items, materials and equipment shall be furnished by the Architect for approvals and comments.
- 1.2 Subcontractors.
 - A. The Contractor shall submit to the Architect a list giving the names and addresses of subcontractors he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the Architect, Contractor shall submit additional names for approval. The Architect shall act promptly in the approval of such contractors and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the Architect.
 - B. Contractor Progress Schedule.
 1. A graphic progress schedule shall be prepared by the general contractor in collaboration with other prime contractors at the beginning of the work. An approved copy showing actual progress in graphic form shall be submitted with each application for partial payment on account of the contract.
- 1.3 Cost Breakdown.
 - A. The contractor shall furnish the architect with three copies of a breakdown of his estimated cost including overhead and profit prorated. The cost breakdown shall be reasonably accurate, and in sufficient detail to enable the Architect or his field representative to check the monthly application for payment on account of the contract.
- 1.4 Samples.
 - A. All of the following materials or equipment shall be furnished for the Architect's approval:
 - Brick
 - Ceramic Tile
 - Quarry Tile
 - Vinyl Composition Tile **(N/A)**
 - Vinyl Wood Plank Flooring
 - Acoustical Materials
 - Thresholds
 - Hardware
 - Lighting Fixtures, (unless noted otherwise)The Architect may request such other items as.
Such other items as may be requested by Architect
- 1.5 Shop Drawings.
 - A. Where shop drawings are specified in the Contract Documents; four (4) sets are required.
 - B. Plumbing, Heating, Ventilating and Air Conditioning, Electrical, etc., contract shop drawings and data shall be submitted as specified and noted in these divisions of the specifications.

Section 01 35 00 – Material and Equipment

Part 1 - General Notes

1.1 Quality of Workmanship and Materials.

- A. Decision as to the quality and fitness of material and workmanship shall be based on the requirement that all work done and all materials furnished be of approved highest quality in every respect.

1.2 Care of Materials.

- A. All materials delivered to the job shall be stored and maintained in such manner as to definitely protect them from danger. The contractor shall provide suitable storage for all materials subject to damage from exposure. All materials shall be placed in orderly piles or stacks. Materials shall not be stacked against trees, which are to remain. Materials stored in trailers shall include aisle to allow verification of quantities.

1.3 Protection of Work and Equipment.

- A. The contractor shall provide adequate covering for the protection of finished work and for all equipment and material installed or to be installed.

1.4 Weather.

- A. The contractor shall bear full responsibility for damage caused by weather or storm to any part of the completed work or materials included in or forming part of his contract, and shall make good in an approved manner, at his expense, any and all damage so caused.

Section 01 77 00 - Project Closeout

Part 1 - General Notes

1.1 Inspection Certificates, Bonds and Guarantees.

- A. Upon completion of project and prior to submission of certificate for final payment. Contractor shall have had electrical, plumbing, heating and other work, as applicable, inspected by proper authorities as required in the General Conditions, Supplementary General Conditions and Technical Section of Specifications and all applicable codes, laws and ordinances, before final payment will be made. Contractor must submit inspection certificates, of compliance to Architect, covering such work, signed by proper authorities, together with bonds and guarantees as required.
- B. Contractor shall furnish to the Owner, through the office of the Architect, two copies of all operating manuals, instruction books, parts list, installation drawings, etc. Manuals parts list, etc., shall be presented to Architect at time of final inspection unless specifically requested earlier by Architect.
- C. On completion of the work and before final acceptance by Owner, Contractor shall have his authorized representative visits the work and give full instructions to Owner's designated operating and maintenance personnel regarding operation, maintenance, care and adjustment of all equipment and special construction elements.

1.2 As-Built Drawings.

- A. Each contractor shall record on a job set of drawings any and all changes made in actual construction, in order to provide an "as-built" record set of plans. These drawings **(in duplicate)** shall be turned over to the Architect on completion of the contract. (See Supplementary General Conditions for details).

1.3 Final Payment.

- A. Final payment shall be due within fifteen (15) days after receipt by the Owner of the "Certificate for Payment", marked "Final Payment".

DIVISION 03 – CONCRETE

Section 03 20 00 – Concrete Reinforcement

Part 1 – General

1.1 Scope.

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the placing of concrete reinforcing.

1.2 Materials and Accessories.

- A. Metal Reinforcement. Reinforcement steel shall meet the following specifications:

- 1. Reinforcing Bars. Bars shall be formed in accordance with ASTM A305 and formed of billet steel in accordance with ASTM A432. Reinforcement shall be clean and free from loose rust, scale or other coatings that will reduce bond. Reinforcing steel for ties and stirrups shall be intermediate grade new billet conforming to ASTM Specifications A-15.
- 2. Welded wire fabric reinforcing, (ASTM A185) steel wire spot-welded at intersection and of a size indicated.

- B. Metal accessories, including all spacers, chairs, bolsters, holding bars, ties, and other devices necessary for properly placing, spacing, supporting and fastening reinforcement in place. (Metal accessories shall be galvanized after fabrication or have plastic legs.) Accessories shall conform to requirements of the Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice for Reinforcing Concrete Construction".

- C. Expansion Joint Fillers. Asphalt impregnated fiberboard conforming to ASTM D 1751 for interior and exterior work. Joint fillers shall extend full depth of slab, less 1/2-inch at top slab. Top 1/2 inch to joint shall be sealed with two- (2) parts polysulfide.

- 1.3. Placing Reinforcement. Place reinforcement accurately in position shown. Securely fasten and support to prevent displacement before or during pouring. Cleaning, bending, placing and splicing of reinforcement shall be done in accordance with requirement of the local building code and approved shop drawings. Mesh reinforcing in slabs shall have sides and ends lapped not less than one mesh space.

Section 03 30 00 – Cast In-Place Concrete

Part 1 - General

1.1 Related Documents:

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Summary.

- A. This Section specifies cast-in place concrete, including formwork; reinforcement, concrete materials, mix design, placement procedures and finishes.
- B. Replace concrete slabs in areas where new sewer lines, etc. are installed and/or existing lines altered.

Part 2 – Products

2.1 Steel Reinforcement.

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn.
- C. Deformed-Steel Wire: ASTM A 496.
- D. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.2 Steel Reinforcement.

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with square and free of burrs.

2.3 Concrete Materials.

- A. Portland Cement: ASTM C 150, Type I/II.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded and as follows:
 - 1. Nominal Maximum Aggregate Size: 1 inch.
- C. Lightweight Aggregate: ASTM C 330.
 - 1. Nominal Maximum Aggregate Size: 3/4 inch.
- D. Water: Potable and complying with ASTM C 94.

2.4 Vapor Retarders.

- A. Vapor Retarder: ASTM E 1745, Class A nonwoven, polyester-reinforced, polyethylene coated sheet, not less than 15 mils thick:

2.5 Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

Part 3 – Execution

3.1 Concrete Placement.

- A. Floor slabs on earth shall be placed over a well compacted sub-grade. Over sub-grade at all floor slabs, place a porous fill consisting of sand. Thickness of porous fill shall be 4" unless otherwise shown. Roll or tamp fill until thoroughly compacted. Over porous fill lay .006" thick polyethylene film, lap joints six (6) inches. Film shall be factory fabricated into large sheets, as directed. Turn film up on walls approximately four (4) inches. Stretch and weigh edges and laps to maintain their positions until concrete is placed. Do not displace the film. Immediately place concrete of required thickness and strike off at proper levels to receive finishes specified.

3.2 Finishing Floors and Slabs.

- A. General: Comply with recommendations in ACI 302.1R for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and full-floated or darbied. Use stiff brushes, brooms, or rakes.
 - 1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, Portland cement terrazzo and other bonded cementitious float finishes.
- C. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set cover a cleavage membrane, paint, or another thin film-finish coating system.

DIVISION 04 - MASONRY

Section 04 05 13 - Masonry Mortaring

Part 1 - General

1.1 Section Includes.

- A. Mortar for masonry.
- B. Grout for masonry.

1.2 Related Requirements.

- A. Section 04 20 00 - Unit Masonry.
- B. Section 04 21 13 - Brick Veneer.

1.3 Reference Standards.

- A. ACI 530/ASCE 5/TMS 402 - Building Code Requirements for Masonry Structures; American Concrete Institute International; 2005
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International; 2005.
- C. ASTM C 5 - Standard Specification for Quicklime for Structural Purposes; 2003.
- D. ASTM C 91 - Standard Specification for Masonry Cement; 2005.
- E. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2007.
- F. ASTM C 150 - Standard Specification for Portland Cement; 2007.
- G. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006.
- H. ASTM C 270 - Standard Specification for Mortar for Unit Masonry; 2007a.
- I. ASTM C 404 - Standard Specification for Aggregates for Masonry Grout; 2007.
- J. ASTM C 476 - Standard Specification for Grout for Masonry; 2007.

1.4 Quality Assurance.

- A. Comply with provisions of ACI 530/ASCE 5/TMS 402 and ACI 530.1/ASCE 6/TMS 602, except where exceeded by requirements of the contract documents.

1.5 Delivery, Storage and Handling.

- A. Maintain packaged materials clean, dry and protected against dampness, freezing and foreign matter.

1.6 Field Conditions.

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.

- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

Part 2 - Products.

2.1 Materials.

- A. Masonry Cement: ASTM C 91, Type N.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Grout Aggregate: ASTM C 404.
- D. Sand: ASTM C 144.
- E. Water: Clean and potable.

2.2 Mortar Mixes.

- A. Mortar for Unit Masonry: ASTM C 270, Property Specification.
 - 1. CMU masonry: Type M.

2.3 Mortar Mixing.

- A. Thoroughly mix mortar ingredients using mechanical bath mixer, in accordance with ASTM C 270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.
- D. If water is lost by evaporation, re-temper only within two hours of mixing.
- E. Use mortar within two hours after mixing at temperatures of 90 degrees F or two-and-one-half hours at temperatures under 40 degrees F.

2.4 Grout Mixes:

- A. Bond Beams and Lintels: 3,000 psi strength at 28 days; 8-10 inches slump, provide premixed type in accordance with ASTM C 94/C 94M

2.5 Grout Mixing.

- A. Mix grout in accordance with ASTM C 94/C 94M.
- B. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C 476 for fine and coarse grout.

Part 3 - Execution.

3.1 Installation.

- A. Install mortar and grout to requirements of Section and where shown on drawings.
- B. Work grout into masonry cores and cavities to eliminate voids.

- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

Section 04 20 00 - Unit Masonry

Part 1 - General.

1.1 Related Documents.

- A. The Drawings and provisions of the General Conditions, Supplementary Conditions, and the Sections included under Division 1, General Requirements, are included as a part of this Section as though bound herein.

1.2 Summary.

- A. Extent of each type of masonry work is indicated on drawings.
- B. Patch masonry work as required at new entrance.

Part 2 - Products.

2.1 Masonry Units, General.

- A. Contractor shall reuse brick from demolition at entrance for patch work. Any new brick required shall match existing and be approved by the Architect.
- B. Manufacturer: Obtain masonry units from one manufacturer.
 1. Joint Reinforcement, Ties, and Anchors:
 - AA Wire Products Co.
 - Dur-O-Wal, Inc.
 - Heckman Building products, Inc.
 - Hohmann & Barnard, Inc.
 - National Wire Products Industries.
 - Wire-Bond, Masonry Reinforcing Corp. of America

2.2 Concrete Masonry Units (CMU).

- A. Size: Manufacturer's standard units with nominal face dimensions), unless otherwise indicated or required.
- B. Density and Weight: Provide lightweight units composed of LIGHT WEIGHT AGGREGATE complying with ASTM C 331.
- C. Mortar Materials.
 1. See Section 04 05 13, Masonry Mortaring.

2.3 Face Brick. (Columns)

- A. Face brick shall match existing in color, size and texture.
- B. Submit sample of face brick to Architect for approval.

Note: Contractor shall not order brick, prior to approval of sample by Architect

- C. Mortar Materials.

1. See Section 04 05 13, Masonry Mortaring.

Part 3 - Execution

3.1 Installation, General.

- A. Thickness: Build masonry construction to the full thickness shown, except, and build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown or specified.
- B. Cut masonry units with a motor-driven saw designed to cut masonry with clean sharp, non-chipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full units without cutting wherever possible.

3.2 Masonry Repair and Pointing.

- A. During the tooling of joints enlarge voids or holes, except weep holes shall be completely fill with mortar. Point-up joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.
- B. At the completion of masonry work, point holes in exposed masonry. Cutout and tuck point defective joints using pre-hydrated mortar. Control mortar cement so that after curing the difference in texture or color will not exist between new and adjacent joints.
- C. Disturbed Units: Where bricks are disturbed or must be removed after the mortar has begun to lose its moisture, the brick and adjacent mortar shall be removed and reset completely.
- D. See drawings for details at windows and doors to be closed with brick veneer.

3.3 Masonry Cleaning.

- A. Clean masonry only with an approved cleaning solution applied with a brush, starting at the top of the wall. Approved cleaning solutions are as follows: Sure-Clean 600, Vanatrol, Superior 800. The use of these cleaning agents shall first be approved in writing by the manufacturer of the brick or block being cleaned, and the Designer. The concentration, method of application of the cleaning solution, and method of preparation shall be as outlined on the container by the manufacturer.

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES

Section 06 10 00 - Rough Carpentry

Part 1 - General

1.1 Summary

- A. Provide all labor, materials, equipment and services, necessary for the reasonably incidental to the completion of all rough carpentry shown and hereinafter specified.
- B. Some items of work included:
 - 1. Sleepers.
 - 2. Roof Trusses.
 - 3. Platform Framing.
 - 4. Smoke and odor clean-up
- C. General Contractor shall secure a company that specializes in smoke deodorization to provide services to assure that all smoke odor has been removed from existing studs, trusses, etc. scheduled to remain.

1.2 Quality Assurance.

A. Framing Lumber.

- 1. Standards.
 - a. Softwood framing lumber shall comply with American Lumber Standards, SPR-16.53 and with specific grading requirements of association recognized as covering the particular species used and under whose grading rules the lumber has been produced.
 - b. All framing shall be identified by the grade mark of recognized grading association, or of an independent lumber grading inspection agency and the rules under which the grade shall be certified by the Board of Review, American Lumber Standard Committee.
 - c. Dimensions. Dressed dimensions shall be within 5% percent of the American Lumber Standard Sizes, measured at a moist content of 19% (19 percent).
 - d. Moisture Content. Moisture content of framing lumber shall not exceed 19% (19 percent) at time of installation.
 - e. Framing lumber for joists, etc. shall be stress grade dimension lumber of the size detailed o the plans No. 2 Southern Yellow Pine, air-dried 1050-psi fiber stress. Lumber for studs shall be stud grade No. 2 Southern Yellow Pine. Lumber for miscellaneous blocking and furring may be No. 3 Common Southern Yellow Pine.

B. Softwood Plywood.

1. Each panel of softwood plywood shall be identified with the DEPA Grade Trademark of the American Plywood Association and shall meet the requirements of the latest edition of U.S. Plywood Standard PS I-66 for softwood plywood.
 2. Panel thickness shall be shown on the drawings. Applications shall be in accordance with recommendations of the Plywood Association.
- C. Platform.
1. All lumber used in construction of platform shall be treated.
 2. Framing Lumber shall be No. 2 Dense KD 2" Southern Yellow Pine.
 3. Subflooring shall be 3/4" T & G Int.-APA, Grade C-C, plugged and touches sanded with exterior glue Group 1.
- D. Contractor shall engage a smoke restoration Service to clean building of smoke odor. (Treat all existing wood scheduled to remain, if required.)

Part 2 – Products

2.1 Treated Lumber.

- A. All lumber used in contact with concrete, such as sleepers, sills, plates, etc. shall be of treated lumber.
- B. Treated lumber shall be pressure treated (full or empty cell process) in accordance with AWPI Standard No. LP-2.
- C. Labeling: Each piece of lumber shall be labeled with a permanent mark indicating conformance with AWPI Standard No. LP-2. The label shall be an approved AWPI Quality Mark or that of an independent inspection agency that maintains continuing control, testing and inspection over the quality of the project.

2.2 Roof Trusses.

- A. Wood trusses. Trusses shall be designed and fabricated by a truss manufacturing company. All truss designs shall bear the name and seal of a professional engineer licensed to practice in North Carolina and shall include the following information: Pitch, span, dimension and spacing of trusses and allowable stress, increase, axial forces in each truss member, nominal sizes and locations of connector, plates at all joints; size, species and grade of lumber for all truss members, camber, permanent lateral bracing required by design to reduce the buckling, length of individual truss members and handling and rection recommendations. Wood trusses shall be designed for all dead and superimposed loads to which they may be subjected.
- B. New trusses shall match existing in pitch, etc.
- c. Shop drawings shall be submitted to the Architect for approval prior to fabrication.

2.3 Roof Sheathing.

- A. Plywood roof sheathing shall be DEPA Grade Trademarked (standard).

- B. Install with face grains across supports. Suitable edge support shall be provided as recommended by the American Plywood Association. Nail 6' o/c along panel edges and 12" o/c. at intermediate supports
- C. Install metal panel clips or solid wood blocking at adjoining edges of panels.
- D. Sheathing shall be installed with 1/8" spacing to allow for expansion unless otherwise recommended by manufacturer.

Note: 7/16-inch OSB roof sheathing will be acceptable.

Part 3 - Execution

3.1 Installation.

- A. Staggered plywood subflooring panels, face grain across supports at platform area. Butt edges and ends to a close butt tight fit. (Allow 1/32" space). Nail plywood 6" o/c at intermediate supports. Use 8d common or 6d threaded nails. Set nails 1/16" threaded nails. Set nails 1/16" below surface (do not fill). Lightly sand any surface roughness particularly at joints and around nails.
- B. Install wall sheathing in strict compliance with USF specifications.
- C. Blocking.
 - 1. Furring and stripping required for proper placement and attachment of all millwork, sheathing where required and work of other trades, shall be furnished and installed level and true to line.
 - 2. Provide blocking where necessary to assure continuous nailing member at all vertical edges of sheets of gypsum drywall.
- D. Cross Bridging.
 - 1. One row of metal or 1" x 3" wood cross bridging double nailed at each end shall be placed 1 every joist span over 8 feet and two rows in all spans over 14 feet or as indicated.

Section 06 20 00 – FINISH CARPENTRY

Part 1 - General

1.1 Summary

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all rough carpentry finish carpentry and millwork shown and hereinafter specified.
- B. Some items of work included:
 - 1. Installation of doors and wood trim.
 - 2. Installation of windows.
 - 3. Installation of finish hardware.
 - 4. Installation of millwork, cabinets, vanities, etc.
- C. Work included under other sections:
 - 1. Furnishing of finish hardware
 - 2. Furnishing of cabinets and countertops
 - 3. Drywall work

1.2 Quality Assurance.

- A. Finish Lumber.
 - 1. All finish lumber shall be dressed free of tool marks and/or objectionable defects.
 - 2. Moisture content. All finish lumber shall be kiln-dried or otherwise seasoned to a moisture content approximating that which it will attain in service and shall conform to the following:

Use of Lumber	Moisture Content	
	Average	Ind. Pieces
Interior Trim, Woodwork	10 – 12	8 – 13

Part 2 - Products

2.1 Interior Wood Trim.

- A. Interior wood trim shall be "C" or better pine.

2.2 Shelves where indicated shall be 3/4" thick, A-D Fir Plywood with hardwood edging to match veneer.

2.3 Materials Other Than Lumber.

- A. Bolts, nuts: Steel machine, NC. Comply to manufacturer standards for use intended.
- B. Nails: May be drive screw or spiral type of standard, make manufacturer. Independent Nail Corporation, Republic Steel, United States Steel Co., or approved equal.

Part 3 - Execution

3.1 Installation.

A. Doors.

1. Carpentry contractor shall install doors. Subcontractors shall repair any damage to these items to factory condition.

B. Wood Shelves.

1. Finish shelf shall be supported on a continuous wood cleat r hook strip under bottom shelf, secure cleats strips masonry wall with 1/4-inch expansion or toggle bolts spaced 2 feet apart. Closets, not otherwise detailed shall e provided with the shelf and 1 3/8" hardwood-hanging pole.
2. All shelving shall be securely braced against warping and sagging, scive shelves to adjacent construction. Provide an intermediate support for shelves over 4 feet long. Metal brackets supporting shelves shall be either aluminum dull chrome or cadmium finishes.

C. Other Non-Mill Items.

1. All non-mill assembled items shall be accurately and securely installed. Joints shall be tight, formed to conceal shrinkage and shall allow for expansion. Millwork, which abuts other work, shall be mitered, copied and scribed. All shelf work shall have a minimum of two spaced nails to keep the shelf in place.

D. Finish Hardware.

1. Accurately fit and securely apply all hardware in accordance with manufacturer's printed instructions and templates. Doors shall be hung accurately so as to allow door to stand open in position.
2. Prior to painting operation, remove all knobs, roses, and replace after painting is completed. Prior to final inspection, examine all doors and other parts and adjust to leave in perfect working order.

E. Clean Up.

1. This subcontractor shall keep the premises free of debris and usable materials resulting from his work and as work progresses or upon request by the general contractor; he shall remove such debris and/or materials ls from property and leave all floors broom clean in areas affected by his work.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION.

Section 07 10 00 – Damp Proofing and Waterproofing

Part 1 - General

1.1 Summary.

- A. The contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the drawings and/or hereinafter specified, including all labor, materials, equipment, and incidentals necessary and required for their completion.

1.2 Description of Work.

- A. This section includes Vapor Barriers, Fabric Flashing, membrane waterproofing and other items as specified and/or shown on the drawings.

1.3 Through-Wall Waterproofing.

- A. Through-wall waterproofing shall be located at heads and sills of all exterior windows and doors.
- B. Vinyl Sheet Flashing: Provide concealed through-wall flashing, building into masonry using virgin polyvinyl chloride with plasterizers and other modifiers, formed into uniform flexible sheets not less than 56 mils thick and black in color.

1.4 Submittals.

- A. Product Data: Submit manufacturer's technical data.
- B. Certificates: Submit certificates from manufacturers attesting that their products comply with specification requirements.

Part 2 - Products

2.1 Manufacturer.

- A. Damp/waterproofing membrane products as referred to in this specification are as manufactured by Rubber Polymer Corporation, Akron, Ohio, herein referred to as RPC or Grace Construction Products.

Section 07 21 00 - Thermal Insulation

Part 1 - General

1.1 Summary.

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all insulation work shown herein specified.
- B. Some items of work included are:
 - 1. Roof Insulation.
 - 2. Wall Insulation. **(Where Applicable)**
 - 3. Sound Insulation.
 - 4. Vapor Barrier.

1.2 Submittals.

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation and vapor retarder material required.
- B. Certified Test Reports. With product data, submit copies of certified test reports showing compliance with specified performance values, including R-values (aged values for plastic insulations), densities and compression strengths, fire performance characteristics, per ratings, water absorption ratings and similar properties.

1.3 Delivery, Storage and Handling.

- A. General Protection: Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.

Part 2 - Products

2.1 Insulating Materials.

- A. Ceiling insulation shall be fiberglass blowing wool complying with property requirement of Fed. Specs H-1-1039 with R Factor of 42.
- B. Wall Insulation -Batt Type - 3-1/2" thick fiberglass (R-Value, R-13).
- C. Sound Insulation in walls shall be – Batt Type, 3-1/2" thick fiberglass (FS-HH-521).

Part 3 - Execution

3.1 Installation.

- A. Install batt insulation with vapor barrier overlap. Edges shall be insulated. Flange of batts shall be fastened to side faces of framing members with staples space 6" o/c maximum, each side. Seal and staple batts at all sills, plates, headers and beam locations. All joints in insulation must be taped.

- 3.2 Sound insulation shall be installed in wall between kitchen and multi-purpose room. (Extend to roof deck)
- 3.3 Certification.
- A. A certification card giving the following data plus date of installation and the name of the installer shall be affixed to the structure in an accessible but inconspicuous location.
1. Batt blanket: Type, manufacturer, manufacturer or distributor, R-Value of fiber at the labeled thickness.
 2. Reflective. Type, manufacturer. R-Value for directions of heat flow, type of facing.
 3. Blowing or pouring type (attic). Name, manufacturer recommended installation density, R-Value. Marking on bag of conformance with FS HH-I-1030 or HH-I-515.
- 3.4 Clean Up.
- A. The subcontractor shall keep the premises free of debris and unusable materials resulting from the work and as work progresses or upon request by the General Contractor, he shall remove such debris and materials from Owner's property and leave floors broom clean in areas affected by his work.

Section 07 31 00 – Shingles and Shakes

Part - General

1.1 Related Documents.

- A. The Drawings and provisions of General Conditions, Supplementary Conditions, and the Sections included under Division 1, General Requirements, are included in a part of this Section as though bound herein.

1.2 Summary.

- A. The work includes the furnishings of all labor, materials, equipment and services necessary for the reasonable incidental to the completion of all Fiberglass Shingle Roofing work shown and herein specified.

1.3 Submittals.

- A. Submit sample of shingle for Architect's and Owner's approval.

1.4 Warranty.

- A. Upon completion, the roofing contractor shall furnish the Owner with a minimum three (3) year written guarantee covering materials and workmanship of roofing. Manufacturer of roofing material shall provide the Owner with a minimum thirty (30) year limited warranty. Leaks and damages caused by leaks shall be promptly repaired and corrected.

Part 2 - Products

2.1 Manufactures:

- A. Fiberglass shingles shall be manufactured by one of the following unless approved otherwise.
 1. GAF/Elk
 2. Certainteed
 3. Georgia Pacific

2.2 Materials.

- A. Shingles shall be Presidential Shake as manufactured by Certainteed, Timberline as manufactured by GAF or approved equal. (Minimum 350 lbs. per square)
- B. Felt shall be 15-pound asphalt felt.
- C. Ride and cornice Vents - Continuous Ridgeline Vent by Ridge Products Corporation. (Timbertex Ridge Cap Shingles)
- D. Nails shall be hot galvanized with 3/8" head, minimum 1-1/2" long, 10 to 12-gauge barbed shank roofing nails. Nails shall be long enough to sink into and hold in a solid nailing base.

Part 3 - Execution

3.1 Installation:

- A. Install shingles over one layer of 15 pound felt.

WARRANTY

Know all men by these presents, that we, (Contractor), having installed insulation, roofing, flashing, and sheet metal work, and having accomplished certain other work on the Renovations to Celia Phelps Memorial United Methodist Church, 3709 Groometown Road, Greensboro, North Carolina under a contract between (Owner) and (Contractor), warrant to (Owner) with respect to said work that for a period of three (3) years from date of final acceptance of said work by (Owner), the roofing including insulation, roofing membrane, flashing and sheet metal work shall be absolutely watertight and free from all leaks, provided however, that the following are excluded from this warranty:

1. Defects or failures resulting from abuse from Owner.
2. Defects in design involving failure of (a) structural frame, (b) load bearing walls, and (c) foundations.
3. Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

We, (Contractor), agree that should any leaks occur in the roofing we will promptly remedy said leaks in a manner to restore the roof to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, (Contractor), further agree that for a period of three (3) years from date of final acceptance referred to above, we will make repairs at no expense to the Owner, to any defects which may develop in the work, including but not limited to blisters, ridges, wrinkles, splits, warped insulation and loose flashing in a manner compatible to the system and acceptable under industry standards and general practice.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this

_____ day _____, 20_____

(Contractor)

By _____
(President)

WITNESS:

(NOTARY PUBLIC)

Manufacturer's warranties.

In addition to the above specified Contractor's three (3) guarantee, manufacturer of roofing material shall provide the Owner with a minimum of ten-year, 110 mph wind warranty, 15 year-alga resistant warranty and a 50-year limited warranty.

Section 07 54 00 – Thermoplastic (TPO) Roofing System

Part 1 - General

1.1 General.

- A. Thermoplastic (TPO) Roofing System.
- B. System shall be installed at portico roof new entrance.

1.2 Description.

- A. Mechanically fastened roofing system shall incorporate 10' wide white 80-mil thick (white) scrim-reinforced thermoplastic polyolefin (TPO) membrane field sheets. Membrane shall be mechanically fastened to in accordance to manufacturer's recommendations and requirements.
- B. Provide and install gravel stop. Gravel shall be minimum 24-gauge Kynar coated steel. (Color to be selected by Architect)

1.3 Quality Assurance.

- A. All products and materials shall be by same manufacturer and approved for use.
- B. Roofing system shall be installed by the manufacturer as required and authorized roofing application in compliance with documents approved by manufacturer.
- C. An inspection shall be made by a representation of the manufacturer after the completion of the installation and certify that the membrane roofing system has been installed in accordance with manufacturer's specifications and that the appropriate warranty will be issued.

1.4 Submittals.

- A. Shop drawings shall be submitted to the manufacturer and the Architect for approval.

1.5 Warranties.

- A. Upon completion, the roofing contractor shall furnish the Owner with a minimum three (3) year written guarantee covering materials and workmanship of roofing. Leaks and damages caused by leaks shall be promptly repaired and corrected.
- B. Contractor shall provide a 20-year manufacturer's warranty covering membrane system. (Membrane, flashing, adhesives, sealants, etc.)

Part 2 - Product

2.1 Products shall be manufactured by one of the following manufacturers or approved equal.

- A. Carlisle.
- B. Stevens.

- C. Koppers Company, Inc.
- D. Kelly Energy Systems.
- E. Firestone Building Products.
- F. Tremco.

Part 3 - Execution

- 3.1 Thermoplastic (TPO) Roofing System shall be installed in accordance with manufacturer's recommendations.

Section 07 65 00 – Flexible Flashing

Part 1 - General

1.1 Section Includes:

- A. Furnishing of all labor, materials, equipment and services necessary for and reasonably incidental to the completion of upgrading flashing and sheet metal work at parapet walks,

Part 2 - Products

2.1 Wall and Roof Flashing.

- A. Aluminum flashing, unless noted otherwise shall have a minimum thickness of .019 inch.

Part 3 - Execution

3.1 General.

- A. Examine drawings and existing conditions to anticipate areas where flashing is to be upgraded.
- B. Sheet Metal Work.
 - 1. All workmanship and details shall be in accordance with "Standard Practice in Sheet Metal Work Manual" by Sheet Metal Contractor's National Association, Inc.
- C. Examine existing flashing at parapet wall and upgrade as required to achieve a water tight conditions.

Section 07 71 23 – Manufactured Gutters and Downspouts

Part - General

1.1 Summary.

- A. Provide labor, materials and equipment necessary to complete the replacement and installation of new gutters and downspouts as indicated on the drawings and/or specified herein.

Part 2 - Products

2.1 Gutters and Downspouts.

- A. Gutters and downspouts shall be aluminum with baked on finish (brown).
- B. Gutters shall be 4" x 5" ogee configuration; downspouts shall be 3 x 4 rectangular, inside dimension.
- C. Aluminum shall be of the following minimum thickness:
 - 1. Gutters ----- .032.
 - 2. Downspouts ----- .024.
 - 3. End Caps ----- .027

Part 3 - Installation

3.1 Gutters and Downspouts:

- A. Installation of gutters and downspouts shall be performed in a neat, workmanlike manner so as to provide completely watertight construction.
- B. Gutters.
 - 1. Joints at corners and splices shall be soldered or provided with suitable watertight slip joints.
 - 2. Secure gutters with gutter hangers with a maximum spacing of twenty-four (24) inches on center. Gutter hangers shall be same material as gutter.
- C. Downspouts.
 - 1. Provide a minimum of two straps for each section of downspout, located near top and bottom of section. Distance between straps shall not exceed seven feet (7'-0") except four feet (4'-0") at bottom sections. Bottom straps shall be slotted to permit not less than 1-1/2" movement for each ten feet of downspout.

Section 07 92 00 – Sealants and Caulking

Part 1 - General

1.1 Related Documents.

- A. The Drawings and provisions of the General Conditions, Supplementary Conditions, and the Sections included under Division 1, General Requirements, are included as a part of this Section as though bound herein.

1.2 Summary.

- A. Provide labor, materials, and equipment necessary to complete sealant work, both interior and exterior roof the project. The extent of each type of sealant and caulking work is indicated on the Drawings and specified herein.
- B. Work of this Section is to be subcontracted to a single firm specializing in sealant and caulking installation.
- C. Surface Hardness. Provide types of sealants to withstand anticipated abrasive or possible indentation as recommended by manufacturer.
- D. Compatibility. Provide materials that are compatible with the joint surfaces, joint fillers, and other materials in the joint system.
- E. Related Work Specified Elsewhere.
 - 1. Glazing sealants are included under other Sections of these Specifications and are exclude from this Section.

1.3 Submittals.

- A. For Architect's review, submit comprehensive product data and installation recommendations, including joint preparation instructions for each material provided.
- B. For selection by Architect's Field Representative, submit at job site complete color charts or sample kits for each exposed sealant and caulking material provided.
- C. Samples for selection purposes. Manufacture's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.
- D. Product data from manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.

1.4 Quality Assurances.

- A. Obtain elastomeric materials only from manufacturers who will, if required, send a qualified technical representative to project site for the purpose of advising the Installer of proper procedures and precautions for the use of the materials.
- B. Installer. Shall be a sealant and caulking subcontractor with a minimum of 5 years of successful experience in the application of the types of materials required, and who agrees to employ only skilled tradesmen for the Work.

1.5 Job Conditions.

- A. Preparation of joint surfaces, backing, and the conditions under which the sealant and caulking is to be installed shall conform to manufacturer's recommendations.

Part 2 - Products.

2.1 Materials.

A. General.

1. Where the term "Acceptable Standard" is used within this Section, it refers to the manufacturer and product listed, which is specified as the type and quality required for this Project.
2. Products of other manufacturers will be considered, providing their products equal to exceed the quality specified, and they can provide products of the type and quality required.
3. Single source responsibility for joint sealer materials. Obtain joint sealer materials from a single manufacturer for each different product required.
4. Compatibility. Provide joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and final experience.

B. Caulking Compounds (Acrylic Latex Sealant):

1. Latex rubber modified, acrylic emulsion polymer sealant compound, manufacturer's standard, one-part, non-sag, mildew resistance, acrylic emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior locations involving joint movement of not more than plus or minus 5 percent.
2. Acceptable Standard.
 - a) "Sonalac", Sonneborn-Contech, Inc.
 - b) "Acrylic Latex Caulk", Tremco, Inc.
 - c) "A/C20, Acrylic Latex Caulk", Percora Corp.

C. One-Part Elastomeric Sealant (Silicone):

1. One component elastomeric sealant, complying with ASTM C920, Class 25, Type NS (nonsag), unless Type S (self-leveling) recommended by manufacturer for the application shown.
2. Acceptable Standard.
 - a) "Dow Corning 795; Dow Corning Corp.
 - b) "Silpruf"; General Electric.
 - c) "864" Silicone; Pecora Corp.

- D. One-part mildew resistant silicone sealant. (Around countertops and backsplashes and other wet interior locations)

1. Acceptable Standard.
 - a) "Sanitary Silicone", Pecora Corp.
 - b) "Dow Corning 786"; Dow Corning Corp.
 - c) "SCS 1702 Sanitary", General Electric.

E. Multi-part Elastomeric Sealant (Polyurethane).

1. Multi component epoxidized polyurethane polymer sealant, complying with ASTM C920, Type M, Grade NS, Class 25 (nonsag).
2. Acceptable Standard.
 - a) "Sonolastic NP 2"; Sonneborn-Contech, Inc.
 - b) "Dymeric"; Tremco Mfg. Co.
 - c) "Dynatrol II"; Pecora Corp.

F. Miscellaneous Metals.

1. Provide joint cleaner and joint primer sealer as recommended by the sealant or caulking compound manufacturer.
2. Sealant backer rod shall be compressible rod stock polyethylene foam; polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam, or other materials as recommended by the sealant manufacturer.
3. Primer. Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer substrate tests and field tests.
4. Cleaners for Nonporous Surfaces. Provide nonstaining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service performance.
5. Masking Tape. Provide nonstaining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.

Part 3 - Execution.

3.1 Joint Surface Preparation.

- A. Surface Cleaning of Joints. Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements.
- B. Remove foreign material from joint substrates which could interfere with adhesion of joint sealer, including duct; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil joint sealers; oil; grease; waterproofing; water repellents; water; surface dirt; and frost.
- C. Clean concrete, masonry, unglazed surfaces of ceramic, tile and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these

methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil free compressed air. Remove laitance and form release agents from concrete.

- D. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
- E. Joint priming. Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer substrate tests or prior experience. Apply primer to comply with joint sealer bond; do not allow spillage or migration onto adjoining surfaces.
- F. Masking tape. Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 Selection of Material.

- A. Caulking compounds shall be used for interior nonmoving joints.
- B. One component elastomeric silicone sealant shall be used exterior and interior joints where thermal or dynamic movement is anticipated including, but not limited to, the following locations.
- C. Multi part elastomeric urethane sealants shall be used at exterior and interior joints where weatherproofing or waterproofing is required and at exterior joints between dissimilar materials including, but not limited to, the following locations.
 - 1. Expansion and control joints.
 - 2. Exterior side of hollow metal frames to adjacent materials.
 - 3. Exterior side of aluminum frames to adjacent dissimilar materials.
 - 4. Exterior side of adjacent dissimilar materials.
 - 5. Lintels and shelf angles to masonry construction.
 - 6. Louvers to adjacent construction.
 - 7. Vertical and horizontal control joints and expansion joints in the building – interior and exterior sides.
 - 8. Vertical, horizontal, and wash joints at existing and new limestone work.
 - 9. Joints in concrete site improvements and the joint between the concrete slabs and dissimilar materials.
 - 10. Sealant in pipe sleeves where materials must perforate the floor slab.
 - 11. Perimeter of floor slabs or concrete curbs which abut vertical surfaces.
 - 12. Exterior joint between dissimilar materials or components as may be dictated by the various methods of construction not make watertight.

13. Exterior locations which are noted "caulked" or "sealant" and not specifically listed herein or included in the Work of other Sections of the Specifications.

3.3 Installation.

- A. General. Comply with joint sealer manufactures' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Interior joints, which require caulking, are to be caulked with the specified caulking compound, unless noted otherwise.
- C. Exterior joints, which require sealant, are to be filled with one of the specified sealants even though The note may read "Caulked".
- D. Joints to be filled shall be thoroughly dry and free from dust, dirt, oil, and grease at the time of application of caulking or sealants.
- E. Expansion and control joints in exterior walls shall have the joint filler material built into the wall or between wall and slab, at the time of construction.
- F. Masking. Metal shall be masked with masking tape, as well as other surfaces where its required to prevent the sealant smearing the adjacent surface. Upon completion of the caulking, remove the tape.
- G. Prime or seal the joint surface.
- H. Install sealant backer rod of the proper size for the joint to be sealed at locations receiving sealants and as recommended by sealant manufacturer.
 1. Do not split (longitudinally cut) backer rod, cut to length only.
- I. Employ only proven installation techniques.
- J. Install sealants to depths shown or as recommended by manufacturer.
- K. Do not allow sealants to spill or stain adjoining surfaces
- L. Remove spillage promptly without damage to the adjoining surfaces.
- M. Tooling of non-sag sealants. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents, which discolor sealants or adjacent surfaces or are not approve by sealant manufacturer.
- N. Provide concave joint configuration per figure 6A I ASTM C962, unless otherwise indicated.
- O. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion.
 1. If, despite such protection, damage or deterioration occurs, cut out and remove damaged of deteriorated joint sealers immediately, and the repaired areas shall be made indistinguishable for original work.

DIVISION 08 - OPENINGS

Section 08 11 00 – Metal Doors and Frames

Part 1 - General

1.1 Summary.

A. The work required under this section consist of all hollow metal doors, frames and related items necessary to complete the work indicated on the drawings and described in the specifications.

B. Work Included.

1. The work to be performed under this section shall include, but is not limited to the following:

- a. Metal Doorframes.
- b. Fixed Glass Frames.
- c. Metal Flush Doors.

Note: The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled o the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for the completion.

C. Work Not Included.

1. Finish Hardware.
2. Hanging of doors and the application of hardware.
3. Glass and glazing in doors and frames.
4. Field painting of doors and frames
5. Caulking.

Part 2 - Products

2.1 Manufacturers.

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not to limited to, the following:

1. Superior Fireproof Sash Company
2. Overly Manufacturing Company
3. Steelcraft Manufacturing Company
4. Williamsburg Steel Products Company
5. Armweld International, LLC

6. Apex Industries, Inc.
7. Ceco Door Products; an Assa Abloy Group Company
8. Commercial Door & Hardware, Inc.

2.2 Exterior Hollow-Metal Door and Frames.

A. Metal Doors.

1. Doors shall be 18 Ga. flush type. Provide louvers, glass openings and other features as shown on drawings.
2. Provide for installation of hardware from templates supplied by hardware subcontractor.
3. Door faces components and reinforcements shall be formed of prime, commercial quality, smooth, clean and level cold rolled steel sheets. Steel for exterior door faces shall be zinc coated and treated for paint adhesion.
4. Door faces shall be stiffened with continuous vertical truss or have shaped members. Stiffeners shall not be lighter than 22 Ga.; spaced not more than 6" apart and secured inside each face of the door with spot-welds not over 4" on center. Spaces between stiffeners shall be sound-deaden and insulated full height with Underwriter's approval compact mineral rock wool.
5. Door shall be mortified, reinforced, drilled and tapped at the factory for template hardware in accordance with final approved hardware templates the standards of the hollow metal industry.
6. Reinforcement for hinges shall not be less than 3/16" thick steel. Seat reinforcements for lock faces, flush bolts, concealed holders or closers shall be at least 1/8" thick steel.
7. Reinforcement for locks escutcheons or resets or similar surface mounted items shall not be less than 16 Ga. Drilling and tapping for surface mounted hardware shall be field operation by installation personnel.
8. Each edge shall be reinforced with a minimum of 16 Ga. flat backer strip spot welded to the inner surface.
9. A continuous heliarc welded full-length seam at each edge shall join door. Welded seams shall be dressed to an invisible connection.
10. Top and bottom of the door shall be closed with a recessed minimum 16 Ga. channel spot welded to each face. Exterior door shall be provided with a flush surface at top and bottom of treatment of weather-stripping.
11. After assembly all tool marks and surface imperfections shall be dressed clean by grinding, filling and sanding as necessary for a smooth and level appearance. Exposed surfaces shall be degreased, baked-on corrosion resistant primer. First coat shall be completely cured by force dry or baked sanded smooth and re-coated with a non-bleeding, light gray second coat baked on to achieve maximum hardness and abrasion resistance. Door shall be wrapped and protected for shipment.

12. Thermal-Rated Doors: Provide exterior doors fabricated with thermal-resistance value (R-value) of not less than 2.1 deg. F x h x sq. ft. /Btu (0.370 K x sq. m/W) when tested according to ASTM C 1363.

B. Metal Door frames

1. Heads and jamb bars are to be continuously welded and ground off smooth. Frames shall be formed No. 16 gauge buck steel.
2. Steel reinforcement 14-gauge 1/8" x 1-1/2" x 9" are to be provided for all hardware, cutouts, to insure rigid construction.
3. Steel angle spreader is to be welded to the bottom to ensure paralleled alignment. No less than three anchors each side of 16-gauge steel is to be provided to bond frames solidly to wall. (Clip-in anchors will not be acceptable)
4. Rubber door silencers are to be provided in the frames.
5. After fabrication is complete, frames shall be thoroughly cleaned of grease and impurities. Frames shall be protected with "Bonderrite" type coating and finally given a shop coat, inside and outside, or zinc chromatic rust inhibitive baked primer.

C. Labeled Door and Frames.

1. Where scheduled on drawings, doors and frames shall be constructed as necessary to conform to requirement of the Underwriter's Laboratory, Inc. For label designation, indicated labels shall be indicated on shop drawings; and doors and frames shall bear Underwriter's Label.

2.3 Fabrication.

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately from metal to required sizes and profiles, with minimum radius for metal thickness.
- B. Hollow-Metal Doors:
 1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

2.4 Preparation for Finish Hardware.

- A. Provide 3/16" steel reinforcing on all butt hinges and closers on hollow metal doors and frames. Provide 1/8" steel reinforcing for all other mortised and surface mounted hardware. Drill and tap at factory for all mortised hardware. Drill and tap at factory for all surface mounted hardware not subject to field relocation due to job completion.

Part 3 - Execution

3.1 Installation.

- A. General. Insofar as possible, execute fitting, constructing, fabricating at shop, ready for delivery erection, at building. Give work that cannot be completely fabricated at shop trail fit; assemble at

shop to insure proper assembly at building. Provide holes, connections, and fastenings for and to work other trades, adjoining, intersecting, and specified work.

- B. Field drilling and trapping shall be true to line and level and shall be equal in all respects for factory drilling and tapping. Metal door and frame shop drawings shall positively identify size and location of required 1/8" x 3/16" steel reinforcing for surface mounted hardware as well as for mortised hardware.
- C. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

3.2 Adjusting and Cleaning.

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed or otherwise unacceptable.

Section 08 14 16 - Flush Wood Doors

Part - General

1.1 Summary.

- A. Extent and location of each type flush wood door is indicated on drawings and in schedules.
- B. Doors shall be solid core Birch finish doors.

1.2 Submittals.

- A. Product Data: Door manufacturer's technical data for door including details of core and edge construction.

1.3 Quality Assurance.

- A. Quality standards: Comply with the following standards.
 - 1. AWI 1300 "Architectural Flush Doors" of Architectural Woodwork Institute (AWI) for grade of door, core construction and other requirements exceeding NWWDA Quality Standards.

1.4 Product Delivery, Storage and Handling.

- A. Protect doors during transit, storage and handling to prevent damage, soiling and deterioration.

1.5 Warranty.

- A. Contractor's Warranty: The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twenty-four (24) months following the date of final acceptance of the work (substantial completion) and shall replace such defective materials or workmanship without cost to the Owner.

Part 2 - Products

2.1 Solid Core Doors for Transparent Finish.

- A. Faces: Birch.
- B. Grades: Standard.
- C. Thickness: 1-3/4" minimum.
- D. Backset: Standard 2-3/8".
- E. Number of Hinges per Door: 3.

Part 3 - Execution

3.1 Examination

- A. Examine installed door frames prior to hanging door.
- B. Verify that frames comply with indicated requirements for type, size, location and swing

characteristics and have been installed until unsatisfactory conditions have been corrected.

3.2 Installation.

- A. Hardware: See Division 8 "Finish Hardware" section of these specifications.
- B. Manufacturer's Instructions: Install wood doors to comply with manufacturer's instructions of referenced AWI standards and as indicated.
 - 1. Clearances: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between pairs of doors and not more than 3/4 inch at bottom of doors.
- C. Pre-fit doors: Fit to frames for uniform clearance at each edge.

3.3 Adjusting and Protection.

- A. Operation: Rehang or replace doors, which do not swing or operate freely.
- B. Damaged Doors: Replace doors, damaged during construction.

Section 08 33 16 - Coiling Counter Door

Part 1 - General

1.1 Summary.

- A. Work required under this section consists of coiling door and related items and accessories necessary to complete the work indicated on the drawings and described in the specifications.

1.2 Related Sections.

- A. Section 06 10 00 – Rough Carpentry.
- B. Section 06 20 00 – Finish Carpentry.

1.3 Submittals.

- A. Shop drawings: Indicate door and opening sizes, head, jamb, locking mechanism.

1.4 Warranty.

- A. Coiling counter door system shall be guaranteed for a period of two (2) years against defects in materials and workmanship.

Part 2 - Products

2.1 Manufacturers.

- A. Coiling counter door shall be manufactured by Cornell Iron Works, Inc., Wayne-Dalton Corp. McKeon Door Company, Overhead Door or approved equal.
- B. Coiling counter door shall be equal to Model No ESCO 20 as manufactured by Cornell Iron Works, Inc.
- C. Door shall be hand cranked, complete with standard soil side lockable side bolts.

Part 3 - Execution

3.1 Installation.

- A. The complete installation shall be in strict accordance with approved shop drawings and manufacturer's standard printed specifications, instruction and recommendations.

3.2 Cleaning.

- A. All surfaces shall be wiped clean and free of handprints, grease and soil

Section 08 35 13 - Accordion Folding Doors

Part 1 - General

1.1 Summary.

- A. Work required under this section consists of accordion folding doors and related items necessary to complete the work indicated on the drawings and described in the specifications.

1.2 Related Sections.

- A. Section 06 10 00 – Rough Carpentry.
- B. Section 06 20 00 – Finish Carpentry.

1.3 References.

- A. ADA – Americans with Disabilities Act.
- B. ASTM E 336 Standard Method of Measurement of Airborne Sound Insulation in Buildings.

1.4 System Description.

- A. Performance requirements: Class 1 Fire Retardant Door Panel Core Material.

1.5 Submittals.

- A. Shop Drawings: Indicate door and opening sizes, head, jamb and support details and conditions. Provide engineer's seal relative to validation of support system.
- B. Color Samples: Submit color samples of panels and trim for Architect's approval.

1.6 Warranty.

- A. Partition system shall be guaranteed for a period of two (2) years against defects in materials and workmanship.

Part 2 - Products

2.1 Manufacturers:

- A. Accordion doors shall be as manufactured by Woodford H4100 Acoustic Accordion Partition STC41 or approved equal.
- B. Finishes.
 - 1. Woodgrain Vinyl.

2.2 Operation.

- A. Partitions shall be operable, manually operated.

Part 3 – Execution

3.1 Installation.

- A. The complete installation shall be by an authorized factory trained installer and be in strict accordance with approved shop drawings and manufacturer's standard printed specifications, instructions and recommendations.

3.2 Cleaning.

- A. All surfaces shall be wiped clean and free of handprints, grease and soil.
- B. Cartons and other installation debris shall be removed from the job site.

Section 08 51 13 - Metal Clad Wood Windows

Part 1 - General

1.1 Summary.

- A. Remove and dispose existing metal-clad wood windows; furnish and install new metal clad windows to fit openings.

Part 2 - Products

- 2.1 Windows shall be metal-clad operating casement wood windows (brown).
- 2.2 Glazing system shall consist of exterior silicone-glazed dual-seal insulating glass.
- 2.3 Windows shall be manufactured by Andersen, Pella and equal to Andersen's 400 series.
- 2.4 Windows shall be complete with screens.
- 2.5 Submit shop drawings for approval.

Part 3 - Execution

3.1 Inspections.

- A. Before installation is commenced, openings shall be inspected and verification that openings are correct.

3.2 Erection

- A. The windows shall be set square, level, plumb, and true to the proper openings and shall be securely anchored in the work without distortion of the frame members. Windows shall be protected in a suitable manner during construction in accordance with manufacturer's recommendations. After building has been completed, all metal surfaces of the windows shall be cleaned.

3.3 Cleaning.

- A. After completion of window installation, windows shall be inspected, adjusted and left clean, free of labels, dirt construction debris, etc.
- B. Contractor shall warrant for one year the satisfactory performance of the total window installation which includes that of the window frame, glass, glazing, anchorage and setting system, sealing, flashing, etc. as related to air, water and structural adequacy. Any deficiencies noted during the warranty period shall be promptly corrected.

Section 08 71 00 - Door Hardware

Part 1 - General

1.1 Summary.

- A. The work required under this section consists of all finish hardware and related items necessary to complete the work indicated on the drawings and described in the specifications.
- B. The contractor shall provide all items, articles, materials, operations, or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor materials, equipment and incidentals necessary and required for their completion.

1.2 Work Included.

- A. Furnish labor and materials to complete hardware work indicated, as specified herein or both, as may be required for proper hardware application.
- B. The general contractor shall allow the sum of **nine thousand dollars (\$9,000.00)** in his Base Bid to cover the net cost of Builder's Finishing Hardware.

1.3 Items Not Included.

- A. This allowance does not cover items generally known as rough hardware nor items of finishing hardware, when noted elsewhere in the specifications as being furnished or included with unit items by other suppliers or contractors. Such item includes:
 - 1. Identifying signage.

1.4 Selections and Ordering.

- A. The Architect and/or Owner shall select the Finishing Hardware and then authorize and direct the general contractor to place his written order for such hardware. Upon receipt of written order, the hardware distributor will furnish copies of detailed schedules to all parties concerned. He will also furnish all necessary blue print templates and such other detailed information relative to the installation of this hardware.

1.5 Adjustment of Cost.

- A. Should the cost of this hardware be more than the allowance sum, the Owner will pay the general contractor such difference, but should not cost be less than the allowance sum, and the general contractor will credit the Owner with this difference.
- B. The general contractor shall provide adequate locked storage space with shelving. He shall make payment of invoices when and as submitted by the hardware supplier. The general contractor shall be responsible for the schedule quantities of hardware when delivered to the job and shall report any shortage within 10 days after receipt of the hardware.

1.6 General Requirements.

- A. All finish hardware, unless otherwise noted, necessary noted, necessary to complete the building must be furnished by the Contractor. Any hardware not specifically mentioned must equal in quality and design to that which is specified. All hardware must be of ample size to perform the duties for which it is intended and must conform to the finished shape of member taking hardware.

- B. All hardware shall be delivered to the general contractor with a checking list in effect condition, properly packed and marked for the location in which it is to be installed and accompanied by a list and instructions in such form as will facilitate a proper installation.
- C. All hardware in connection with metal doors and frames shall be made to template and pack with machine screws as required. All necessary schedules and templates shall be furnished to the metal door and frame manufacturer after approval by the Architect.

Part 2 - Products

- 2.1 Hardware Schedule. Prior to the fabrication of any furnishing and finishing builder's hardware for this job. The contractor shall submit to the Owner approval three (3) copies of a tabular list covering all items of builder's hardware required to fully complete the work.
- 2.2 Keys and Keying Requirements. All locks shall be furnished with four (4) keys each. Key to exterior door shall be keyed to the existing master's key system.
- 2.3 The following types of hardware will be used generally, but are not restricted to same.
 - A. Hinges, ball bearing - 1-1/2 pair per door leaf.
 - B. Door silencers - 3 for single doors and 2 for pair of doors.
 - C. Panic bolt - Rim.
 - D. Surface Closers.
 - E. Holders - Overhead.
 - F. Thresholds and weather-stripping at exterior doors.

Part 3 - Execution

- 3.1 Unless otherwise required, locate hardware.
 - A. Door knobs: 3'-1-1/2" above finished floor to center of knob.
 - B. Push Plates: 50" from finished floor to plate center.
 - C. Door Pulls: 40" from finished floor to grip center.
 - D. Cylinder Dead Lock: 46" from finished floor to cylinder center.
 - E. Thumb piece of entrance handle: 39" from finished floor to thumb piece.
- 3.2 At completion of work, all hardware shall be cleaned, all damaged or broken parts replaced and all hardware left in perfect working order.

Section 08 81 00 - GLASS AND GLAZING

Part 1 - General

1.1 Summary.

- A. Provide all labor, materials, equipment and service necessary for and reasonably incidental to the completion of all glass and glazing work shown and hereinafter, specified.
- B. Some Items of Work Include:
 - 1. Plate Glass.
 - 2. Tempered Glass.
 - 3. Insulated Glass.
- C. Work Included Under Other Sections:
 - 1. Mirrors.

Part 2 - Products

2.1 Materials.

- A. Plate glass, obscure glass, tempered glass, insulated glass shall be as manufactured by Pittsburgh Glass Company, Libbey Owen-Ford Glass Company, Combustion Engineering, Inc., or ASG Industries, Inc., thickness and color shall be as noted on the drawings.
- B. Putty. For glass set in metal, use compounds recommended as being suitable to use with aluminum windows. All windows shall be glazed with an approved putty-type aluminum window-glazing compound. Glass shall be carefully bed puttied and face puttied in a neat manner, being secured by spring type glazing clip. Pay special attention so those operation ventilators are not glazed out of square. Only glazing sealant that will maintain complete watertight effectiveness for the unit's warranty period. All glass cut accurately to fit openings. Set with equal bearing on entire width of pane.

Part 3 - Execution

3.1 Installation.

- A. All work shall be first class quality and in accordance with the best practices of the trade. Finished work shall not show waves, deformations, stains, scratches, abrasions or other surface defects.
- B. All glass shall be bedded in glazing compound back puttied and face puttied. Secure glass with glazing point, clips or bead as required.

3.2 Protection and Cleaning.

- A. Protect all work until date of final acceptance. Glass which becomes broken, cracked, chipped or otherwise, damaged, due to any cause shall be replaced.
- B. Clean all glass on both sides after all painting and decorating work is complete. Do not use acids or caustic detergents and do not disturb edge of compound with cleaning tools.

3.3 Clean Up.

- A. This subcontractor shall keep the premises free of debris and unusable materials resulting from his work and as work progresses or upon request by general contractor, he shall remove such debris and materials from Owner's Property and leave all floors broom clean in areas affected by his work.

DIVISION 09 - FINISHES

Section 09 29 00 – Gypsum Board

Part 1 - General

1.1 Summary.

- A. Furnish all labor, materials, equipment and services necessary and reasonably incidental to the complete installation of all drywall work and fireproofing shown and herein specified. All drywall shall be finished and ready to paint.
- B. General Contractor shall secure a company that specializes in smoke deodorization to provide services to assure that all smoke odor has been removed from facility prior to installation of drywall.

Part 2 - Products

2.1 Materials.

- A. The products and materials hereinafter designated shall be as manufactured by United States Gypsum or National Gypsum Company, and shall be of type, length and size as specified, unless otherwise indicated.
 - 1. Gypsum Board, 5/8" tapered edge sheetrock 48" wide and in lengths as long as practical to minimize the number of joints. Provide one (1) hour rated drywall at all ceilings, walls, etc. unless indicated otherwise on plans.
 - 2. Corner Bead, Dur-A-Bead, Corner reinforcement.
 - 3. Joint Treatment, Pref.-A-Tape Joint System.

2.2 Storage Protection.

- A. Upon delivery to site, all materials shall be carefully stacked, neatly piled and properly protected from weather and other damage.
- B. Materials, which are damaged due to any cause, shall be rejected for use and replaced with new materials.

2.3 Furring Channels, etc.

- A. **Manufacturer.** Materials as listed, hereinafter, are US Gypsum Company materials. Equal materials by Flintkote, Gold Bond, or other manufacturers may be used, upon approval of Architect.
- B. **Materials.**
 - 1. Furring channels.

- a. Galvanized metal furring channels.
- b. Metal furring channel clips.
- d. 9-gauge galvanized hanger wire.
- e. 16-gauge galvanized tie wire.

Part 3 - Execution

3.1 Installation.

A. Furring Channels.

- 1. Space metal furring channels at 16" o/c.
- 2. Install furring channels with clips on alternate side of the main runners, or wire tie.

B. Wall Board Screws.

- 1. Apply with an electric screw gun. Screw and glue laminate and second layer of gypsum board per mfg.'s recommendations.
- 2. Space screw 12" o/c. in the field of the board and 8" o/c staggered along vertical abutting edges and as recommended by manufacturer noted

C. Wallboard Application. Per mfg.'s printed specifications on steel stud's 16" o/c unless otherwise

3.2 Gypsum Board Finishing.

A. Materials.

- 1. Joint reinforcements Perf-a-tape spark perforated cross-laminated fiber tape.
- 2. Joint compounds.
 - a. Taping or embedding. Durabond, polyindurate hardening type joint compound.
 - b. Filling and finishing. Ready mixed joint compound topping, vinyl based pre-mixed compound.

B. Installation.

- 1. General, per mfg.'s printed specifications.
- 2. All internal and external angles formed by the intersection of either wall board surfaces shall be treated with metal trim or Perf-A-Tape Joint System in accordance with the drawings details and/or manufacturer's directions.

3. All vertical or horizontal external corners shall have Dur-A-Bead corner reinforcement applied in accordance with manufacturer's directions.
- C. Finish. Upon completion, surface shall be smooth, free of defects and ready for application of finish.

3.3 Clean Up.

- A. This subcontractor shall keep the premises free of debris and unusable materials resulting from his work and as work progress or upon request by General Contractor, he shall remove such debris and materials from Owner's Property and leave all floors broom clean in areas affected by his work.

09 30 00 - Tiling

Part 1 - General

1.1 Summary.

- A. **Definition.** Tile includes ceramic surfacing units made from clay or other ceramic materials.
- B. **Extent of tile work** is indicated on drawings and schedules.
- C. **Types of tile work** in this section include the following:
 - 1. Ceramic mosaic tile.
 - 2. Quarry tile.
 - 3. Marble thresholds.

1.2 Quality Assurance.

- A. **Source of Materials.** Provide materials obtained from one source for each type and color of tile, grout and setting materials.

1.3 Submittals.

- A. **Product Data.** Submit manufacturer's technical information and installation instructions for materials required, except bulk materials.
- B. **Shop Drawings.** Submit shop drawings indicating tile patterns and locations and widths of control, contraction and expansion joints in tile surfaces.
- C. **Samples for Verification Purposes.** Submit the following.
 - 1. Samples for each type of tile and for each color and texture required, not less than 12" square, on plywood or hardboard backing and grouted.
 - 2. Full size samples for each type of trim, accessory and for each color.
 - 3. Six inch (6") long samples of stone thresholds. Metal edge strips in 6-inch lengths.
- D. **Certification.** Furnish Master Grade Certificates for each shipment and type of tile, signed by manufacturer and Installer.

1.4 Delivery, Storage, and Handling.

- A. **Deliver and store packaged materials** in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.

1.5 Project Conditions.

- A. **Maintain environmental conditions** and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

- B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.
- C. Maintain temperature at not less than 50°F (10°C) in tiled areas during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

Part 2 – Products

2.1 Acceptable Manufacturers.

- A. Manufacturers. Subject to compliance with requirements, provide products of one of the following manufacturers where applicable:
 - 1. Ceramic Mosaic Tile.
 - American Olean Tile Co., Inc.
 - Dal-Tile Corp.
 - Winburn.
 - 2. Quarry Tile.
 - Summitville Tiles, Inc. "Quarry Tile".
 - American Olean Tile Co., Inc. "Quarry naturals".
 - Dal-Tile Corp. "Dal-Quarry".
 - 3. Latex and Portland Cement Mortars.
 - American Olean Tile Co., Inc.
 - Custom Building Products.
 - H. B. Fuller Co.
 - L & M Surco Mfg., Inc.
 - Laticrete International, Inc.
 - W. R. Bonsal Co.
 - Mapei.
 - 4. Latex Portland Cement Grouts.
 - American Olean Tile Co., Inc.
 - Custom Building Products.
 - H. B. Fuller Co.
 - L & M Surco Mfg., Inc.
 - W. R. Bonsal Co.
 - Mapei.
 - 5. Epoxy Grouts.
 - American Olean Tile Co., Inc.
 - H. B. Fuller Co.
 - L & M Surco Mfg., Inc.
 - Laticrete International, Inc.
 - Mapei.

2.2 Products, General.

- A. ANSI Standard for Ceramic Tile. Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types and grades of tile indicated.
 - 1. Furnish tile complying with "Standard Grade" requirements unless otherwise indicated.
- B. ANSI Standard for Tile Installation Materials. Comply with ANSI standard referenced with products and materials indicated for setting and grouting.
- C. Colors, Textures and Patterns. For tile, grout and other products requiring selection of colors, surface textures or other appearance characteristics, provide products to match characteristics indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standards.
 - 1. Provide tile trim and accessories, which match color and finish of adjoining flat tile.
- D. Mounting. Where tile is indicated for installation in wet areas, do not use back-or edge-mounted tile assemblies unless tile manufacturer specifies that this type of mounting is suitable for these kinds of use and has been successfully used on other projects.

2.3 Tile PRODUCTS

- A. Ceramic Mosaic Tile. Provide factory-mounted flat tile complying with the following requirements.
 - 1. Type. Porcelain.
 - 2. Wearing Surface. Slip-resistant tile.
 - 3. Nominal Facial Dimensions. 2" x 2".
 - 4. Nominal Thickness. 1/4".
 - 5. Face. Plain with cushion edges.
- B. Quarry Tile. Provide tile complying with the following requirements.
 - 1. Type. Slip-resistant.
 - 2. Nominal Facial Dimensions. 8" x 8".
 - 3. Nominal Thickness. 1/2".
 - 4. Face. Plain with cushion edges.
- C. Trim Units. Provide tile trim units to match characteristics of adjoining flat tile and to comply with following requirements.
 - 1. Size. Provide tile units to match adjoining flat tile using 3-piece base equal to American Olean MT-6 system (i.e. one row S-886, one row of 2" x 2" wall tile, one row of C-8-33).
 - 2. Shapes. As follows, selected from manufacturer's standard shapes.
- D. Base for Portland Cement Mortar Installation. Coved.

- E. External Corners for Latex Portland Cement Mortar Installation. Bullnose shape with a radius of not less than 3/4" unless otherwise indicated.
- F. Internal Corners. Field-buttet square (or coved) corners, except use coved base and cap angle pieces designed to member with stretcher shapes.
- G. Metal Edge Strips. White-zinc-alloy metal strips, 1/8 inch wide at top edge with integral provision for mechanical anchorage to mortar bed or substrate, unless otherwise indicated.

2.4 Marble Thresholds.

- A. General. Provide marble, which is uniform in color and finish, fabricated to sizes and profiles, indicated or required to provide transition between tile surfaces and adjoining finished floor surfaces.
- B. Marble Thresholds. Provide marble thresholds complying with ASTM C 503 requirements for exterior use and abrasion resistance for uses subject to heavy foot traffic.
 1. Match Architect's sample for color and finish.

2.5 Setting Materials.

- A. Latex and Portland Cement Mortar. Provide product complying with ANSI A118.4 and the following requirement for composition.
- B. Prepackaged dry mortar mix incorporating dry polymer additive in the form of a re-emulsifiable powder to which only water is added at job site.

2.6 Grouting Materials.

- A. Latex-Portland Cement Grout. Provide product complying with ANSI A118.6 for the following composition and of color indicated.
- B. Prepackaged dry grout mix incorporating dry polymer additive in the form of a re-emulsifiable powder to which only water is added at job site.
- C. Epoxy Grout. Provide product complying with ANSI A118.3 of color indicated.

2.7 Miscellaneous Materials.

- A. Waterproofing. Single-ply, sheet membrane; 30-40 mils minimum thickness equal to composeal shower pan membrane or Noble Seal Chloraloy membrane or Architect approved equivalent.

2.8 Mixing Mortars and Grout.

- A. Mix mortars and grouts to comply with requirements of referenced standards and manufacturers for accurately proportioning of materials, water or additive content, mixing equipment and mixer speeds, mixing time, and other procedures needed to produce mortars and grouts of uniform quality with optimum performance characteristics for application indicated.

Part 3 - Execution

3.1 Examination.

- A. Examine surfaces to receive tile work and conditions under which tile will be installed. Do not proceed with tile work until surfaces and conditions comply with requirements indicated in referenced tile installation standard.

3.2 Installation, General.

- A. ANSI tile Installation Standard. Comply with applicable parts of ANSI 108 series of tile installation standards included under "American National Specifications for the Installation of Ceramic Tile".
- B. TCA Installation Guidelines. TCA "Handbook for Ceramic Tile Installation"; comply with TCA installation methods indicated or, if not otherwise indicated, as applicable to installation conditions shown.
- C. Extend tile work into recesses and under or behind equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate work neatly at obstructions, edges and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.
- E. Jointing pattern. Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base walls and trim are same size. Layout tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise shown.
 - 1. For tile mounted in sheets make joints between tile sheets same width as joints within tile sheets so that extent of each sheet is not apparent in finished work.
- F. Lay out tile wainscots, if any are indicated on drawings, to next full tile beyond dimensions indicated.
- G. Expansion Joints. Locate expansion joints and other sealant filled joints, including control, contraction and isolation joints (if any), where indicated on drawings. Do not saw cut joints.
 - 1. Prepare joints and apply sealants to comply with requirements of referenced standards and sealant manufacturer.
- H. Grout tile to comply with the requirements of the following installation standards.
 - 1. For ceramic tile grouts (latex-portland cement grouts) comply with ANSI A108.10.
 - 2. For epoxy grouts comply with ANSI A108.g.

3.3 Floor Installation Methods.

- A. Ceramic Mosaic Tile. TCA F111 using cleavage membrane and portland cement mortar and latex portland cement grout.
- B. Quarry Tile. TCA F114 using portland cement mortar and epoxy grout.
- C. Stone Thresholds. Install stone thresholds at perimeter of floor tile where raw edge of tile or tile mortar bed would otherwise be exposed; set in same type of setting bed as abutting field tile.
- D. Metal Edge Strips. Install at locations indicated or where exposed edge of tile flooring meets other flooring that finishes flush with top of tile.

3.4 Cleaning and Protection.

- A. Cleaning. Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter without the use of acid cleaning solutions.
- B. Finished Tile Work. Leave finished installatin clean and free of cracked, chipped, broken unbounded or otherwise defective tile work.
- C. Protection. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent defective tile work.
 - 1. Prohibit foot and wheel traffic from using tiled floors for at least 7 days after grouting is completed.
 - 2. Immediately before final inspection, remove protective coverings and re-clean tile surfaces.
- D. Furnish Maintenance stock equal to the following: One unopened boxes of each color of every 50 boxes or portion thereof. Also furnish Owner all partial boxes and usable scraps/partial sheets and full tiles, remaining at the completion of the project.

Section 09 50 00 – Acoustical Tile **(N/A)**

Part 1 - General

1.1 Scope:

- A. Furnish all labors, materials, and equipment necessary for the complete installation of Acoustical Tile, as shown on the drawings and specified herein.
- B. Acoustical material shall be installed in accordance with procedures endorsed by the Acoustical and Insulating Materials Association.
- C. All panels shall be 24" x 24" x 5/8" minimum thickness.
- D. All panels shall have a tegular edge profile and a Class "A" finish.
- E. All panels unless indicated otherwise shall be Armstrong Sanserra Series, USG Summit Series or approved equal.
- F. Acoustical panels in choir room shall be Armstrong Optima Series or USG Glacier Series.
- G. Suspension system shall conform to ASTM Standard C-635 and installation shall be in accordance with ASTM Recommended Practice C-636, and shall be listed in Underwriters Laboratories Fire Resistance Index, Guide No. 40 U 18.1 and the Factory Mutual Approval Guide.
- H. The Contractor shall leave a minimum of two (2) box of each type ceiling tile with the Owner at completion of job for maintenance purposes.

Section 09 65 00 – Resilient Flooring

Part 1 - General

1.1 Summary.

- A. Provide all labor, materials, equipment including accessories as indicated on drawings, specified herein and needed for a complete and proper installation of resilient flooring.

Part 2 - Products

2.1 Vinyl wood plank flooring.

- A. Flooring shall be prefinished resilient vinyl wood plank flooring as manufactured by Tranquility, Bruce or Armstrong.

2.2 Resilient Flooring. **(N/A)**

- A. Tile flooring shall be 1/8" vinyl composition tile as manufactured by Armstrong.

2.3 Moisture Barrier.

- A. Install a moisture barrier over concrete slab at areas scheduled to receive vinyl wood plank flooring and carpet.
- B. Moisture barrier shall be MVBA500 as manufactured by ISE Logik Industries, Inc. or approved equal.
- C. Prepare concrete slab to receive moisture barrier.

2.4 Colors

- A. Colors of flooring shall be selected by the Architect by manufacturer's standard colors.

2.5 Samples

- A. Submit samples of flooring, including colors for Architect's approval.

2.6 Warranties.

- A. Vinyl wood plank flooring.
 - 1. Provide Owner with a minimum 20-year wall to wall warranty against stains, fading wear-through and water damage.
- B. Resilient floor tile.
 - 1. Flooring shall be guaranteed for a period of one (1) year form date of final inspection. All flooring which becomes loose, breaks, creeps, shrinks or shows other defects, due to materials and workmanship within this period shall be repaired or replaced.

Part 3 - Execution

3.1 Installation

A. Vinyl wood plank flooring.

1. Flooring shall be glued to substrate.
2. Remove existing flooring where applicable and prepare subflooring to receive vinyl wood plank flooring. Supporting documentation from flooring manufacture, including installation instructions must be submitted to the Architect and approved prior to installation. Polyethylene film, approved by the flooring manufacturer shall be installed as an underlayment, unless otherwise recommended by the manufacturer and approved by the Architect. (Polyethylene film shall be minimum 6 mil in thickness and sealed at seams)
3. Upon completion of work, remove surplus materials, rubbish and debris resulting from installation. Leave areas neat, clean and in orderly condition.
4. Provide Owner with a minimum 20-year wall to wall warranty against stains, fading, ear-through and water damage.

B. Resilient floor tile.

1. All resilient flooring tile shall be installed in accordance with manufacturer's recommendations.
2. Immediately after installation of flooring, strip and clean and provide 3 coats of wax. Cover entire waxed floor with protective kraft paper or other approved protection membrane.
3. This subcontractor shall keep the premises free of all debris and unusable materials resulting from his work and as work progress or upon request by the General Contractor, he shall remove such debris and materials from Owner's property and leave all floors broom clean in areas affected by this work.
4. The contractor shall leave a minimum of one box of each tile color with the Owner at completion for maintenance purposes.
5. Flooring shall be guaranteed for a period of one (1) year from date of final inspection. All flooring which becomes loose, breaks, creeps, shrinks or shows other defects, due to materials and workmanship within this period shall be repaired or replaced.

Section 09 68 00 - Carpeting

Part 1 - General

1.1 Summary.

- A. Furnish all labor, materials, accessories, equipment and services necessary and reasonably incidental to complete all carpet work including carpet base as shown or herein specified.

1.2 Submittals.

- A. Product Data: Submit manufacturer's printed description of specified product.
- B. Sample: Submit samples (approximately 7" x 8") of product for Owner's and Architect approval.

1.3 Warranties.

- A. Provide manufacturer Lifetime Unibond Plus Warranty, Lifetime Static in addition to contractors or year warranty.

Part 2 - Products

2.1 Manufacturer.

- A. Carpet shall be manufacturer by the Mohawk Group or approved equal.

2.2 Material.

- A. Solve II Broadloom / BC416.

2.3 Design.

A. Size

Broadloom 12' (3.66m)

B. Surface Appearance

Textured Pattern Loop

C. Fiber Type

Colorstrand® SD Nylon

D. Dye Method

Solution Dyed / Yarn Dyed

E. Color

Submit Samples

2.4 Performance

A. Construction

Tufted

B. Gauge

1/12" (47.00 rows per 10cm)

C. Stain Release Technology

Sentry Plus Stain Protection

D. GSA Stain Release Technology

Sentry Plus Stain Protection

E. Soil Release Technology	Sentry Soil Protection
F. Backing Material	
Broadloom	Unibond Plus
G. Flammability	ASTM E 648 - Class 1 (Glue Down)
H. Smoke Density	ASTM E 662 - Less than 450
I. Static Propensity	AATCC - 134 Under 3.5 KV

Part 3 - Execution

3.1 Field Conditions.

A. Conditions and Measurements: Visit jobsite to verify installation conditions and floor measurements.

1. Environmental Conditions per manufacturer's recommendations.

3.2 Examination, Preparation and Installation.

- A. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates to ensure proper installation of flooring system per manufacturer's written instructions.

Section 09 91 00 - Painting

Part 1 - General

1.1 Summary.

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all painting work shown and hereinafter, specified.
- B. The work included under this section of the specifications, shall include the furnishing of all labor, material, and equipment necessary to paint the following listed items:
 - 1. Exterior.
 - a. All ferrous metal.
 - b. All wood.
 - 2. Interior.
 - a. All ferrous metal unless otherwise noted.
 - b. All wood.
 - c. All concrete masonry block.
 - d. All gypsum drywall.
- C. No painting is required on exterior or interior exposed brick, metal clad windows, aluminum trim, aluminum gravel stops, or grilles, copper flashing. No painting is required on interior tackboard, glazed block, countertops, aluminum and toilet partitions. No painting is required on heating and air conditioning grilles and registers unless noted otherwise. No painting is required on concrete floors. (Metal clad windows, etc. shall be pre-finished, coordinate with drawings)

Part 2 - Products

2.1 Materials.

- A. The following paint materials are selected from Glidden, the Pittsburg Paint Company and Sherwin-Williams Company. This is to merely indicate type and quality. Similar paint materials from Devco are acceptable.
 - 1. Sign Paint:

Pittsburgh	Waterspar 54 line
Sherwin-Williams	Semi-Gloss A-100 Exterior Latex
Glidden	Spread Latex House Paint
 - 2. Galvanized Metal Primer:

Pittsburgh	Ironhide 8-11 Gray Primer
Sherwin-Williams	Kem Bond HS Universal Primer
Glidden	#4570 Metal Primer

- | | |
|--|--|
| <p>3. <u>Polyurethane Clear-Gloss:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Rez Superthane
Wood Classics polyurethane Satin-Gloss
37 Polyurethane (Satin)</p> |
| <p>4. <u>Paste Wood Filler:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Paste Wood Filler
Paste Wood Filler
Paste Wood Filler</p> |
| <p>5. <u>Oil Wood Stain:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Rez Wood Tones
Wood Classics Oil Stain
Oil Stain</p> |
| <p>6. <u>Latex Block Filler:</u> Apply in sufficient coverage to achieve uniform filling of block pores and avoids any pinholes.
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Vemethide 37 Line
PrepRite Block Filler
Ultra-Hide Block Filler</p> |
| <p>7. <u>Latex Primer Sealer:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>6-2 Primer Sealer
PrepRite Primer
5019 Primer Sealer</p> |
| <p>8. <u>Latex Wall Paint:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Wallhide 80 Line
ProMar 200 or 400 Int. Latex Egg-Shel.
Glidden Ultra-Hide Latex Flat</p> |
| <p>9. <u>Rust Inhibitive Primer:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Ironhide 9-2 Primer
Kem Bond HS Universal Primer
Glid-Guard #4570 Metal Primer</p> |
| <p>10. <u>Alkyd Sanding Sealer:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>6-10 Q.D. Sealer
Wood Classics Varnish Sanding Sealer
5035 Sanding Sealer</p> |
| <p>11. <u>Alkyd Enamel Undercoat:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Waterspar 54-255 Undercoat
PreRite Wall and Wood Primer
555 Enamel Undercoat</p> |
| <p>12. <u>Alkyd Eggshell Enamel:</u>
Pittsburgh
Sherwin-Williams
Glidden</p> | <p>Satinhide 20 Line
ProMar 200 Int. Alkyd Egg-Shel.
Ultra-Hide Alkyd Eggshell Enamel</p> |

13. Alkyd Gloss Enamel: (Interior-Exterior)

Pittsburgh Wallhide
Sherwin-Williams
Glidden

Semi-Gloss
ProMar 200 Int. Alkyd Gloss
Speed Lustre

B. Stain and varnish materials shall be selected from the following materials:

1. Alkyd Satin Varnish:

Devoe
Glidden
Pittsburgh

Wood Classics Oil Base Varnish, Satin
Glid-Tone Satin Sheen Varnish 47
Waterspar 83-350 Line

Part 3 - Execution

3.1 Workmanship.

- A. All work shall be done in a workmanlike manner, by skilled mechanics. All materials shall be evenly spread and smoothly flowed on and shall be free from runs and sags and no paint, varnish or enamel shall be applied until preceding coat is dry and hard.
- B. No exterior painting shall be done in rainy, damp or frosty weather until surfaces are thoroughly dry.
- C. No interior painting or finishing shall be permitted until building has been sufficiently dried out.
- D. In general, and unless otherwise recommended and specified, interior oil paints shall be allowed to dry, at least 72 hours between coats.
- E. Enamels shall be allowed to dry at least 48 hours between coats unless noted in the detail specifications and shall be sanded lightly between coats with No. 0 sand paper and dusted before succeeding coat is applied.
- F. After applying paste wood fillers, excess shall be carefully and neatly cleaned from surface by rubbing across grain. All nail holes shall be filled with putty.
- G. Ultra-Hide masonry block filler, by Glidden shall be applied to all masonry block to receive paint, prior to the application of the finish coats.
- H. At completion, all work shall be touched up and the finish, where damaged, shall be restored and left in good condition. Paint top and bottom edge of doors with one (1) prime coat and one (1) finish coat after fitting.

3.2 Preparation of Surface.

- A. Painting contractor shall be wholly responsible for finish of his work and therefore, shall not commence any part of it until surface is in proper condition in every respect. If the painting contractor considers any surface so unsuitable for proper finish of his work that it cannot be rectified by slight sanding, he shall notify the general contractor of this fact, in writing, before any materials are applied and he shall not apply any material until the suitable surfaces have been made satisfactory, or the General Contractor has instructed him to proceed. Painting subcontractor shall repaint at his own expense, all defective drywall work, which is not brought to the attention of the general contractor, prior to painting.

- B. All knots or sappy roots shall be given one coat of shellac at least two (2) hours before painting.
- C. All necessary puttying of nail holes; crack and blemishes shall be done after priming coat has become hard and dry, and before second coat is applied.

3.3 Interior Painting Notes.

- A. First coat work on masonry block units must be rolled on. Second and third coats may be brush or roller applied.
- B. Finish of cabinets shall be by fabricator of cabinets. (See Section 12 20 00 Cabinets and Fixtures)

3.4 Schedule of Painting.

A. Concrete Masonry Units

- 1 Coat Latex Block Filler tinted.
- 2 Coats of Pitt-Glaze Polyester-Epoxy Gloss Coating

B. Drywall

- 1 Coat Latex Primer-Sealer
- 2 Coats Alkyd Semi-Gloss Enamel

C. Ferrous Metal: Doors, Frames, Handrails, Etc.

- 1 Coat Rust-Inhibitive Metal Primer (Sprayed) (omit on pre-primed surfaces)
- 2 Coats Alkyd Eggshell Enamel (Sprayed).

D. Wood: Doors, Etc.

Natural Finish:

- 1 Coat Paste Wood Filler (Omit on Closed Grained Woods).
- 1 Coat Oil Wood Stain
- 1 Coat Alkyd Sanding Sealer
- 1 Coat Alkyd Satin Varnish

Paint Finish:

- 1 Coat Alkyd Enamel Undercoat
- 2 Coats Alkyd Semi-Gloss Enamel

Note: Omit prime coat on all surfaces previously painted.

3.5 Protection.

- A. Canopies of lighting fixtures, etc., shall be loosened and removed from contact surfaces, covered and protected, cleaned and reset upon completion. Remove electric plates, surface hardware, etc., before painting. Protect and replace when complete.

3.6 Cleaning.

- A. Remove all paint spilled, splashed or spattered on surfaces including fixtures, glass fitting, equipment, etc. Upon completion leave all work in clean and satisfactory condition.

DIVISION 10 - SPECIALITIES

Section 10 06 10 - Interior Signage

Part 1 - General

1.1 See drawings for interior signs requirements.

Section 10 11 16 - Fixed Marker Boards

Part 1 - General

1.1 See drawings for fixed marker boards requirements.

Section 10 21 00 – Plastic Toilet Compartments.

Part 1 - General

1.1 Summary.

A. Work Included.

1. Furnish labor and materials to complete solid plastic toilet partition work indicated on drawings, as specified herein, or both, but not limited to the following:
 - a. Solid plastic compartments.
 - b. Hardware.

B. Shop Drawings

1. Submit four (4) sets of shop and setting drawings of work specified herein, details shall show sizes, sections, dimensions, joints, bonding anchoring, connections with other work.

Part 2 - Products

2.1 Toilet Compartments.

- A. Materials. All materials, panels, doors, plasters, screens, and benches, shall be fabricated from polymer resins under high pressure forming a single component section which is waterproof, corrosion proof, impact resistant, non-absorbent and has a self-lubricating Poly-Glaze "280" surface that resists marking with pens, pencils, lipstick, and other writing or marking utensils. Manufacturer to submit necessary ASTM Test data to comply with fire codes.
- B. Construction. Partitions shall be 3/4" corian sheets or 1" all Poly-Mar HD partitions. All edges shall be machined to a radius of .250" and all sharp corners removed. All dividing panel and doors, shall be 55" high and mounted 14" above finished floor. All pilasters shall be 29" high and fastened to 3" high stainless shoes with theft-proof stainless-steel hex bolts.
- C. Finish and Color.
 1. All units shall be DuPont Corian or Poly-Mar HD. Color shall be selected by the Architect from Standard Color Selection.
- D. Hardware. Hinges, door latches, door strikes, wall brackets, shall be bright dip anodized aluminum or stainless steel. Fasteners and shoes shall be stainless steel. Door pulls, door stops, bumper/hood heavy chrome plated Zamac.
- E. Certification.
 1. A certification of compliance shall be furnished attesting that the steel used conforms to specification requirements.

Part 3 - Execution

3.1 Delivery, Protection.

- A. Pack carefully for transpiration; take necessary precautions against damage in transit.
- B. Protect finish adequately from paint, chemicals, and other stains.

3.2 Installation. Installation shall be in accordance with approved drawings and manufacturer's standard recommendations. Approved shop drawings to be submitted through subcontractor and manufacturer showing plans, elevations a detail prior, to fabrication and installation.

3.3 Cleaning.

- A. After completion of work when directed, clean plastic installation, replace defective work.

Section 10 28 13 – Toilet Accessories

Part 1 - General

1.1 Summary.

- A. Applicable provision of "General Conditions" governs work under this section.
- B. The contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

1.2 Work Included.

- A. Furnish labor and materials to complete all work specified herein, or both, but not limited to the following:
 - 1. Mirrors.
 - 2. Tissue holder.
 - 3. Grab bar.

NOTE: See Drawings for locations, quantities and model numbers.

Part 2 - Products

2.1 Materials.

- A. Specialty items herein shall be manufactured by Bobrick Dispenser Company, Inc., New York, NY. Similar items manufactured by American Dispenser Company of the Charles Parker Company are acceptable.
- B. Stainless Steel Products. Uniform qualities free from injurious defects; meet properties, applicable specification of 18-8 Type 302. Finish - Satin.

Section 10 40 00 – Identifying Devices

Part 1 - General

1.1 Summary.

1.2 Interior Signs Allowance.

- A. The general contractor shall allow the sum of **one thousand dollars (\$1,000.00)** for the purchase of interior room and/or area designation signs. The sum does not include local sales tax nor the general contractor's profit or installation cost as these shall be by the general contractor exclusive of allowance.
- B. The Architect and/or Owner shall select interior room and/or area designations and then authorize and direct the general contractor to place written order for such items.
- C. Should the cost of interior room and/or area designates be more than the allowance sum, the Owner will pay the general contractor such difference, but should the cost be less than the allowance sum, the general contractor shall credit the Owner this difference.
- D. Prior to the fabrication of interior room and/or area designations for this job the contractor shall submit to the Owner thru the Architect for his approval, three (3) copies of tabular list covering all items.

1.2 Interior Signs.

- A. See drawings and paragraph above.

1.3 Shop Drawings.

- A. Submit shop drawings for work included, four (4) sets required.

1.4 Installation.

- A. Installation accomplished in locations directed by the Architect in strict accordance with approved drawings and manufacturer's instructions.

1.5 Handicapped Parking Signs.

- A. Furnish and install handicapped parking signs as required and shown on drawings.

DIVISION 12 - FURNISHING

Section 12 20 00 - Cabinet and Fixtures

Part 1 - General

1.1 Summary.

- A. Provide all labor and materials necessary to finish and install all miscellaneous items shown on drawings and specified herein.

1.2 Mill Made Cabinets.

- A. Fabricate cabinets, etc., in accordance with details and from 3/4" A-D Birch Plywood. See drawings for cabinet locations and details. Tops and backsplashes shall be of laminated plastic of color as shown on drawings. Tops and backsplashes shall be self-edged.
- B. Cabinet shelves shall be of 5-ply 3/4" plywood and let into ends. Make hinged doors lip type 3/4" plywood, and let into ends. Make hinged doors lip type 3/4" thick.
- C. Wood shelving where shown adjustable, shall be supported on stock design, recessed shelf standard with end shelf vests and intermediate bracket support, all to have chromium-plated finish.
- D. Erect cabinets straight, level and plumb and securely anchor in place. Scribe and closely fit cabinets to adjacent work. Provide necessary ground and anchors for securing cabinet work in place.
- E. Provide finishing hardware on cabinets as follows: (equal to selections noted below from Washington Steel Products, Inc. - Chromium Plated Finish).
 - 1. Door Hinges (2 each door) - No. 1004, 1030 or 1031.
 - 2. Door and Drawer Pulls (1 each hinged door) - No. 1212.
 - 3. Friction Catches (1 each hinged door).
- F. All drawers shall be supported on extension guides.
- G. Application of Hardware. Receive, store and be responsible for all finished hardware. Properly tag, index and file all keys in key cabinets or as directed.
- H. Finish shall match wood doors, unless shown otherwise; see Section 09 91 00 Painting and Room Finish and Color Schedule on drawings.

1.3 Shop Drawings.

- A. Before proceeding with the work, (all mill-made cabinets), prepare and submit to the Architect, for approval, shop drawings of all millwork, laminated work and cabinetwork. Drawings shall indicate kind of material, size of members, method of securing members together and to adjacent work. Drawings shall be checked and approved by the contractor before submittal to the Architect.

1.4 Cabinet maker must be reputable and meet the approval of the Architect and/or Owner.

DIVISION 22 - PLUMBING

Section 22 00 00 – Plumbing General Provisions

Part 1 - General

1.1 Summary.

- A. Furnish all necessary materials, labor and equipment to the complete installation of all plumbing work as shown on the drawings and herein specified.

1.2 Codes, Regulations, Taxes, Permits and Fees.

- A. Work under this division shall meet requirements of governmental agencies having jurisdiction and the applicable requirements of the following codes and standards:
 - 1. North Carolina Rehabilitation Building Code, all volumes and parts.
 - 2. Health agencies having jurisdiction.
 - 3. Applicable code requirements shall govern where code requirements exceed the requirement of the Drawings and Specifications shall govern where the work and materials specified exceed applicable code requirements.
- B. The Contractor shall give all necessary notices, obtain all sales taxes, fees and other costs, including utility connections or extensions, in connection with his work; file all necessary plans, prepare all documents and obtain all necessary approvals of all authorities having jurisdiction; obtain all required certificates of inspection and final payment of the work
- C. The Contractor shall include in his work, without extra cost to the Owner any labor, materials, service, apparatus, drawings, and the like, required in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.
- D. All materials and equipment for the electrical portion of systems shall bear the U.L. label, and shall be listed by the Underwriters' Laboratories, Inc.

Part 2 - Products

2.1 Materials and Workmanship.

A. Quality and Performance.

- 1. All materials and apparatus required for the work, except as particularly specified otherwise, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.
- 2. Where no specific kind or quality of material is given, a first-class standard article as approved by the Owner's representative shall be furnished.
- 3. Conform to applicable Specifications and standards.
- 4. Comply with size, capacity, make, type, dimensions, and quality specified, unless variations are specifically approved in writing by Owner's representative.

Part 3 - Execution

3.1 General.

- A. Contractor shall provide all materials and equipment called for in these Specifications and accompanying Drawings, complete in every respect. Anything called for in the Specifications and not shown on the Drawings and not called for in the Specifications shall be furnished by the Contractor.
- B. The Plans are diagrammatic and are not intended to show each and every pipe, fitting, valve, pipe hanger, or a complete detail of all the work to be done; but are for the purpose of illustrating the type of system, showing pipe sizes, equipment locations, and the like, and special conditions considered necessary for the experienced mechanic to take off his materials and lay out his work. This Contractor shall be responsible for taking such measurements as may be necessary at the job and adapting his work to local conditions.

3.2 Workmanship.

- A. The Contractor shall furnish the services of an experienced superintendent, who shall be constantly in charge of the installation of the work, together with all skilled workmen, fitters, welders, helpers, and labor required to unload, transfer, erect, connect, adjust, start, operate and test each system.
- B. All work shall be done by first-class and experienced mechanics, properly supervised. It is understood that the Owner's representative has the right to stop any work that is not being properly done and has the right to require that any workman, deemed incompetent by the Owner's representative, be removed from the job and a competent workman substituted therefore.
- C. All equipment and material shall be installed in accordance with the recommendations of the manufacturer, unless otherwise specifically indicated on the Plans or Specifications, or unless otherwise approved by the Owner's representative. This shall include the performance of such tests as the manufacturer recommends.

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

Section 23 00 00 - Heating, Ventilating and Air Conditioning (HVAC)

Part - General

1.1 Summary.

- A. The work includes the furnishing of all labor, materials, equipment ductwork and incidentals required relative to HVAC systems required to accommodate kitchen, classrooms, etc. as a result of Renovations and meet the approval of authorities having jurisdiction.
- B. The contractor shall be responsible for the complete installation and satisfactory operation relative to the work shown on drawings.
- C. It is the intent of the drawings and specifications to provide for the installation of a system which is safe and economical in operation and complete in all respects. All materials and equipment necessary to accomplish the intent shall be furnished and installed by the Contractor.

1.2 Codes, Regulations, Taxes, Permits and Fees.

- A. Work under this Division shall meet the applicable requirements of the following codes and standards:
 - 1. Federal laws and regulations.
 - 2. North Carolina Building Code, all volumes and parts applicable.
 - 3. Health agencies having jurisdiction.
 - 4. Local Authority Having Jurisdiction.
- B. Applicable code requirements shall govern where code requirements exceed the requirements of the Drawings and specifications. The Drawings and Specifications shall govern where the work and materials specified exceed applicable code requirements.
- C. The Contractor shall give all necessary notices, obtain all permits and pay all sales taxes, fees and other costs, including utility connections or extensions, in connection with his work; file all necessary plans, prepare all documents and obtain and coordinate all necessary approvals of all authorities having jurisdiction; and deliver these to the Architect before request for acceptance and final payment of the work.
- D. The Contractor shall include in his work, without extra cost to the Owner, any labor, materials, service, apparatus, drawings, and the like, required in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.
- E. All materials furnished and all work installed shall comply with the National Fire Codes of the National Fire Protection Association, Underwriters' Laboratories, and with the requirements of all governmental departments having jurisdiction.
- F. All materials and equipment for the electrical portion of systems shall bear the U.L. label, and shall be listed by the Underwriters' Laboratories, Inc.
- G. All materials and equipment furnished under this Division shall be asbestos free.

1.3 Examination of Work Site.

- A. Contractor and subcontractors shall, before submitting proposals, inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the building, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed.
- B. No extra compensation will be allowed for failure to secure such information which was available prior to bidding. No extras will be allowed because of additional work necessitated by, or change in plans required because of, evident job conditions that are not indicated on drawings.

1.4 Guarantee.

- A. The Contractor shall guarantee the complete systems against defect due to faulty materials, faulty workmanship or failure due to negligence of the Contractor. This guarantee will exclude normal wear, maintenance, lubrication, replacement of expendable components, or abuse. During the guarantee period the contractor shall make good such defective workmanship and materials and any damage resulting from such defects within a reasonable time of notice given to the Owner.
- B. The period of Guarantee for all materials, labor and equipment shall be 12 months from the date of final acceptance of the work unless noted otherwise. The period of guarantee on the affected equipment and systems shall be extended as necessary to provide one full season of operation of the cooling systems and of the heating systems.
- C. Where items of equipment or material carry a manufacturer's warranty for a period in excess of twelve (12) months, the manufacturer's warranty shall apply for that particular piece of equipment or material.

Part 2 - Products

2.1 Materials and Workmanship.

- A. Quality and Performance.
 - 1. All materials and apparatus required for the work, except as particularly specified otherwise, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to first properly into the building spaces.

Part 3 - Execution

3.1 General.

- A. Contractor shall provide all materials and equipment called for in these Specifications and accompanying Drawings, complete in every respect. Anything called for shall be furnished by the Contractor.
- B. These Specifications and Drawings are intended to require finished work, tested and ready for operation. Whenever the word "provide" is used, it shall mean "furnish and install complete and ready for use."
- C. The Drawings and diagrammatic and are not intended to show each and every duct, pipe, fitting, valve, damper, pipe hanger, and the like, or a complete detail of all the work to be done; but are for the purpose of illustrating the type of system, showing pipe sizes, duct sizes, equipment

locations, and the like and special conditions considered necessary for the experienced mechanic to take off his materials and lay out his work. This Contactor shall be responsible for taking such measurements as may be necessary at the work site and adapting his work to local conditions.

- D. Conditions sometimes occur which require certain changes in the Drawings and Specifications. In the event that such changes in the Drawings and Specifications are necessary, the same are to be made by the Contractor without expense to the Owner, providing that such changes do not require furnishing more materials, or performing more labor than the true intent and meaning of the Drawings and Specifications.
- E. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

3.2 Workmanship.

- A. The Contractor shall furnish the services of an experienced superintendent, who shall be constantly in charge of the installation of the work, together with all skilled workmen, fitters, metal workers, welders, helpers, labors and the like, required to unload, transfer, erect, connect, adjust, start, operate and test each system.
- B. All work shall be done by first-class and experienced mechanics, properly supervised. It is understood that the Owner has the right to stop any work that is not being properly done and has the right to require that any workman, deemed incompetent by the Architect, be removed from the job and a competent workman substituted therefore.
- C. All equipment and material shall be installed in accordance with the recommendations of the manufacturer, unless specifically indicated on the Drawings or Specifications, or unless otherwise approved by the Architect. This shall include the performance of such tests as the manufacturer recommends.

3.3 Placing in Service.

- A. Before being placed into operation, each item of equipment shall be serviced in accordance with the requirements of these Specifications and the manufacturer's recommendations. This servicing shall include alignment, lubrication, instrument liquids, instrument and control calibrations and adjustments, testing and adjusting of operating controls.
- B. Ducts, plenums and casings shall be cleaned of all debris and blown free of all particles of rubbish and dust before startup.
- C. Piping shall be continuously flushed with clean water until flushing water leaving the piping runs clean. Flushing shall be done at sufficient velocity to ensure proper cleaning.
- D. Motors shall be "bumped" to assure proper rotation.
- E. Alignment of all shafts, couplings, pulleys, belts and like shall be verified.
- F. Filters installed during construction shall be replaced with new filters at completion of project.
- G. Provide Owners with one (1) box of spare filters at completion of project.

3.4 Final Cleaning.

- A. Remove grease, mastic, adhesive, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- B. Prior to final completion, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

3.5 Training.

- A. Contractor shall schedule operation and maintenance training with the Owner. Provide written notice to the Owner of such training to confirm scheduling.

DIVISION 26 - ELECTRICAL

Section 26 00 00 - Electrical

Part 1 - General

1.1 Summary.

- A. The work consists of furnishing all labor, equipment, devices, appliances, materials and appurtenances and performing all functions to complete and leave ready for operation, all the electrical work shown, specified and required as related to Renovations to Celia Phelps Memorial United Methodist Church.

1.2 Codes, Permits and Inspection.

- A. Installation shall comply with the National Electrical Code and governing codes regulations and meet the approval of authorities having jurisdiction.

1.3 Material Standards.

- A. Material shall be new and comply with standards of underwriters' laboratories, Inc.

1.4 Submittals.

- A. Shop drawings/data sheets shall be submitted on equipment and fixtures for Architect's approval.

1.5 Test, Guarantee, and Warranties.

- A. Upon completion of work contractor shall demonstrate installation and make such tests as may be required to substantiate that the work is installed in accordance with Drawings, Specifications and instructions.
- B. Contractor shall guarantee the work done in accordance with Drawings and Specifications, and to be free of imperfect materials and defective workmanship. Anything unsatisfactory shall be corrected immediately and at contractor's expense.
- C. For a period of one year after acceptance contractor shall replace, without any expense to the Owner, any imperfect materials or defective workmanship.
- D. The Contractor shall compile and assemble the warranties of materials and equipment, etc. in a three ring binder, tabulated and indexed for easy reference with complete warranty information. Each item covered shall include the date of beginning, duration, name, addresses, telephone numbers, and procedures for obtaining warranty service.

Part 2 - Products

2.1 Fixture and Equipment Schedules.

- A. See drawings.

Part 3 - Execution

3.1 Corporation.

- A. The contractor shall cooperate with all other contractors on the project and shall prosecute the work as fast as the progress of their work will allow; consult with the other trades; and be responsible for the proper placing and fitting of work in advance of or in connection with other work.

3.2 Cutting, Patching, Inc.

- A. Contractor shall place his own sleeves and advise other trades of required chases and openings so, they can be properly built in. Where any raceways, supports, etc. installed under this Contract pierce the roof, suitable pitch pockets shall be provided and coordinated with the roofing contractor as necessary to be acceptable to the Architect. Provide suitable fittings where any raceways or equipment cross expansion joints.
- B. Permitted cutting or patching necessary shall be done by contractor. Structural members shall not be cut except by written permission of Architect.

3.3 All wiring shall be run concealed.

3.4 Cleaning, Etc.

- A. Contractor shall properly protect his work against damage by weather or other trades. All work shall be left well cleaned, and damaged finishes shall be restored to original condition.
- B. Contractor shall keep premises free of debris resulting from this work.

Note: See Drawings for other requirements.

DIVISION 31 – EARTHWORK

Section 31 05 05 - Selective Demolition.

Part 1 - General

1.1 Scope.

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all demolition work.
- B. Complete all demolition works as shown and as necessary to prepare the sites to receive new improvements.
- C. All materials resulting from demolition work shall be removed from the site and appropriately disposed of within the landfill.
- D. Contractor shall support and protect all water, sewer, gas and other piping and all electric, telephone and telegraph wires and conduit that are encountered in this work. He shall immediately notify the Owner and proper officials, persons or corporation owning such services and utilities and shall allow them to their agent's entrance and opportunity to take such additional measure, as they may deem necessary. Contractor shall be responsible for any cost associated with the repair or replacement of any utility lines or structural damaged during construction.
- E. Contractor shall be responsible for any cost associated with the repair or replacement of any concrete work, asphalt work, trees, etc. damaged during construction.

1.2 Work Included.

- A. All work in this section shall be done in an orderly and careful manner with due consideration to workers employed by the Owners and the public.

Section 31 06 20 - PREPARATION

Part 1 - General

1.1 Location and Elevations.

- A. The Contractor shall employ a **licensed or registered land surveyor** who shall be responsible for all surveys measurements and layouts required for proper execution of the work.
- B. Contractor's surveyor shall locate by stake, and/or mark locations, and/or elevations of the following:
 - 1. Lines and grade elevations for paving, curbs, walks, retaining wall, etc. and platforms.
 - 2. Other items as required executing the work under this section of the specifications.

Section 31 10 00 - SITE CLEARING

Part 1 - General

1.1 Scope.

- A. Provide all labor, materials, equipment and services necessary for and reasonable incidental to the completion of all clearing and grubbing shown, and herein, specified. Accept sites in the condition in which they exist at the time of award of the contract.

1.2 Clearing.

- A. Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designation for removal, including down lumber, snags, brush and rubbish occurring within the area to be cleared. Trees, stumps, roots, brush and other vegetation in areas to be cleared, shall be removed.
- B. Trees to be removed. Trees and stumps in areas to be filled shall be removed to a depth of 18" below finishes grade. Remove completely stumps and roots from areas to be occupied by building and for a distance of five (5) feet outside of building walls. Remove all other stumps and roots to clear depth of, not less than two (2) feet below sub-grade level.

1.3 Grubbing.

- A. Grubbing shall consist of the removal and disposal of stumps and roots larger than three (3) inches in diameter and matted roots from the designated areas. Depressions made by grubbing shall be filled with suitable material as directed by the General Contractor, to make the surface conform to the original ground.

1.4 Disposal.

- A. All logs, stumps, roots, brush, rotten wood and other refuse from the clearing and grubbing operation shall be burned, except that when approved in writing, logs may be otherwise disposed of. Refuse to be burned at locations as directed and, in a manner, to prevent damage to existing vegetation. All Federal, County and State Laws and Regulations shall be complied with relative to the building of fires. Fires shall be under constant attendance until burned out or extinguished.

1.5 Trees to Remain.

- A. Protect trees which are to remain, as so indicated on the drawings, or as further directed by the Architect, by the erection of suitable temporary fences by boxing or other approved means. The contractor shall provide such protection as construction begins. Remove dead or interfering branches as directed, without injury to the trunks. Treat scars immediately with approved asphaltum tree paint such as Bartlett Tree Paint. Perform no excavation or grading within the spread of branches, except as necessitated by construction. Do not light fires under or near any tree to remain, do not store material or debris nor park any equipment, motor driven or otherwise, within the spread of branches.

Section 31 20 00 – EARTH MOVING

Part 1 - General

1.1 Summary.

- A. The contractor shall provide all labor, materials, equipment and services necessary for, and incidental to construction of fill and rough grading for the work shown or specified herein. The contractor shall satisfy himself as to existing conditions, the condition and lay of the soil and land; requirements of drawings and specifications and Guilford County regulations as related to grading and sedimentation control. Contractor shall acquire permits and be financially responsible for land-disturbing activity covered by the sedimentation pollution control act.
- B. Before beginning any grading operations, call authorities for an on-site pre-construction meeting relative to soil erosion and sedimentation control.
- C. Excavation and Filling.
 - 1. Excavation and filling shall be performed in a manner, and sequence that will provide drainage at all times.
 - 2. Remove completely any obstruction at ground area to be occupied by new parking lots or new for a distance of five (5) feet beyond perimeter.
 - 3. All areas to be grassed shall be graded to three (3") inches below finish grade.
 - 4. Placing of footing slabs and foundations on earth fill will be permitted, provided the fill is a controlled fill.
 - a. Controlled Earthwork.
 - (1) General Description. This item shall include the preparation of land to be filled, filling of the land spreading, compaction and control of the fill and all subsidiary work necessary to complete the grading of the cut and fill areas to conform with the lines, grades and slopes as shown on drawings. Fill in areas as specified above, shall be compacted to not less than, 95% of maximum density at optimum moisture content.
 - (2) Drives and parking areas. Sub-grade shall be stable and compacted to a dry density of at least 95% of that soil's standard proctor maximum dry density (ASTM D-698) to a depth of 10.0 inches.
 - (3) The degree of compaction and densities: Determined and controlled by a Geotechnical Engineer retained by the Owner and the cost of the inspection; testing and reporting paid for by the Owner. Compaction test reports shall be submitted to the Architect and contractor.
- D. Disposals.
 - 1. Remove excess excavated materials and/or materials unsuitable for fillings, legally dispose of away from premises or as directed by the Architect, approved by Owner.

Section 31 31 00 - SOIL TREATMENT

Part 1 - General

1.1 Summary.

- A. Provide all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all site improvements shown and herein specified.

1.2 Termite Protection.

- A. Installation. Termite Protection in the form of ground poisoning shall be provided by a termite exterminator in accordance with the following paragraphs and as permitted by the Federal, State and Local regulations.
- B. Soil Treatment. Chemicals and concentration. Apply to areas to be treated, the following chemicals at no less than the designated concentration.

<u>Chemicals</u>	<u>Concentrations</u>
DursBan TC	1.0% applied in water emulsion.
Demon TC	0.25% applied in water emulsion.
Tribute Termiticide/Insecticide	0.5%-1.0% emulsion.

The listed chemicals are toxic to animal and plant life, and shall be applied only with caution and by an experienced person.

C. Applications.

1. Slab on ground construction. Apply an overall treatment under surface of floor slab affected by construction including entrance platforms. Apply at a rate of one (1) gallon per ten (10) square feet, except that if fill under slab is gravel or other coarse absorbent material, apply at a rate of 1-1/2 gallons per ten (10) square feet.
 2. Apply to critical area to a depth of one (1) foot around plumbing at a rate of four (4) gallons per ten (10) lineal feet. Chemical shall be mixed with the soil as it is being replaced in the trench.
 3. Voids of unit masonry foundation walls, apply to voids at or near bottom of foundation at a rate of two (2) gallons per ten (10) lineal feet.
 4. General. Treatment shall not be made when the soil or fill is **excessively wet** or immediately after heavy rains to avoid surface flow toxicant from application site. Unless the treated areas are to be immediately covered, precautions shall be taken to prevent disturbances of the treatment by human or animal contact with the treated soil.
- D. Guarantee. Exterminator shall provide a warranty of his work for a period of five (5) years covering repair and replacement of termite damage, if necessary, and re-treatment of infested area.

DIVISION 32 - EXTERIOR IMPROVEMENS

Section 32 13 00 - ROADS AND WALKS

Part 1 – General

1.1 Summary.

- A. Work includes the furnishing of all labor, materials, equipment and services necessary for the reasonably incidental to the completion of all for sub-base preparation, bituminous paving and concrete work shown and hereinafter specified.
- B. Some items of work included are:
 - 1. Preparation of sub-base.
 - 2. Concrete walks, ramps, etc.
 - 3. Asphalt Paving.
- B. Contractor shall acquire driveway permits and adhere to requirements of authorities having jurisdiction relative to driveways and sidewalks. (Coordinate requirements with those of Section 31 20 00 -Earth Moving.

1.2 Sub-Grading for Site Improvements.

- A. Grading. Do any necessary grading in addition to that performed in accordance with the Earthwork Section. Bring sub-grade after final compaction to the required grades as specified herein or as shown on the drawings.
- B. Preparation of Sub-Grade. Loose exceptionally hard spots and re-compact. Remove spongy and otherwise, unsuitable material and replace with approved granular material. Fill and tamp tracts of utility trenches. Take every precaution to obtain a sub-grade of uniform bearing power with a firm base, which will allow minimum even settlement. Correct irregularities and compact thoroughly any fill material. On areas to receive asphalt pavement and concrete walks, place grade stakes spaced sufficiently to afford facility for checking sub-grade levels.
- C. Place no concrete on a muddy or frozen sub-grade.
- C. Utility structures. Check for correct elevations on all manhole covers, valve boxes and similar structures installed by others, located within areas to be paved or surfaces and make or have made any necessary adjustment in such structures.
- D. Check Sub-Grade. Maintain all sub-grades in satisfactory condition. Protect against vehicular and pedestrian traffic. Keep surface drained until the surface improvement is placed.
- E. Sub-Grade Maintenance. The work in this section relates to in sub-grades which shall be parallel to the low finished grade in accordance with the various depths shown by the details or as specified or directed. The contractor shall maintain this sub-grade surface until such time as construction begins on it. The subcontractor shall fill all areas of settlement and when any part of the sub-grade turnover to subsequent construction on it, sub-grade shall meet its required levels as witnessed by adequate grade stakes.

1.3 Concrete Walks, Steps, Ramps, Etc.

- A. Sub-Grade. Compact sub-grade thoroughly by tamping and trim to required slope. Extend footings to undisturbed sub-soil, if deeper than required by drawings.
- B. Build forms so as to permit their removal from exposed surfaces without damage to the wet concrete. Concrete for all exterior work shall have 28 days strength of 3,000 psi. It shall contain not less than Six (6) bags of cement per cubic yard and shall have a water cement ratio of not more than four (4) gallons per bags of cement maximum slump shall be five inches (5") and in accordance with ASTM C -143.
- D. All concrete exposed to the weather shall be air-entrained to 5% air.
- E. Finish. Light broom finish.

1.4 Asphalt Paving.

- A. Sub-grade to receive asphalt shall thoroughly be compacted.
- B. Base Course.
 - 1. Stabilized Aggregate Base Course shall be Type A or Type B or Type C conforms to Standards Specifications of the North Carolina Highway Department. Thickness of stabilized aggregate shall be as detailed on the drawings.
- C. Bituminous Paving.
 - 1. Surface course, shall be of 2" compacted thickness of Type 1 or 2 sand asphalt mixture for all drives and parking areas unless shown otherwise on drawing. Roll smooth and compact surface thoroughly, sloping to drains slightly crowned, or "bellied" as indicated on drawings. Finished surface shall be free from pockets, depressions, soft spots, bumps or other imperfections. Spot patching with surface course material to fill low spots will not be permitted. Spots to be patched shall be cut down to sub-base course and built to proper thickness as specified. Joints where days' work terminates and another begins shall be smooth and continuous. Allow no traffic on finished surfaces for 48 hours after completion. Provide proper barricades to protect surface from traffic during this period.
 - 2. A hot mix one-inch (1") overlay shall be applied to all existing asphalt paving surfaces, scheduled to remain, Prior to application, the following preparations shall be made where applicable:
 - (a) Potholes repairs shall be achieved with full depth patching. Defected area shall be prepared by removing loose pavement and base material, trimming and compacting the sub-grade and applying a tack coat of emulsified asphalt to the vertical faces of the excavation. Install a "full depth" patch utilizing hot mix for the full depth of the patch. Where the existing base of sub-grade is unsuitable, an increased depth of hot mix shall be used in the effective area.
 - (b) Spider webbed repairs shall be achieved with BST "pea gravel" with tack crushed and rolled into spider webbed portions of existing pavement.

1.5. Pavement Marking.

A. Materials.

1. One coat of white traffic paint 4" wide with Glidden Coatings and Resins Architectural and Maintenance or equal. Repaint existing markings also. (Coordinate with drawings)

Section 32 90 00 - PLANTING

Part 1 - General

1.1. Summary.

- A. The Landscaping Contractor shall furnish all labor, materials, equipment and services necessary for and reasonably incidental to the execution of all lawn and planting work including seeding, etc. required for soil erosion and sedimentation control in fully developing the project site in accordance with the drawings and as herein specified.
- B. Landscape work shall meet the approval of authorities having jurisdiction.

1.2. Work Included.

- A. Furnishing fertilization, lime and other additives to prepare sod bed and finish-grading necessary for sodden.
- B. Furnishing planting, fertilizing and pruning of plant material.
- C. Execution of maintenance work and replacement.
- D. All work of every description mentioned in the specifications and all other labor and materials as may be reasonably inferred as needed to complete the work.
- E. See drawings for additional requirements.

- 1.3. Personnel. Planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified planting foreman.

Part 2 - Products

2.1. Materials, Trees and Plants.

- A. Nomenclature: Attention is called to the fact that the scientific and common names used for the plants required under this contract are generally in conformity with the approval names given in the Standardized Plant Names, latest Edition, published by the American Joint Committee on Horticulture Nomenclature. The name of varieties not included therein are generally in conformity with the name accepted in nursery trade.
- B. All plants shall conform to the varieties specified in the plant list. No substitution will be permitted. Plants shall be true to the botanical names and standards of size, culture and quality for the highest grades and standards, as adopted by the American Standard for Nursery Stock. They shall be free from insects, insect eggs, scale or disease. All plants must have a good, healthy well-formed upper growth and shall be properly identified by name on legible, weatherproof labels securely attached thereto.
- C. Plants shall be freshly dug. All plant shall be nursery grown.
- D. Plants marked BB on the Plant List must be moved with the root system as solid units with ball of earth

firmly wrapped with burlap. The diameter and depth of the balls of earth must be sufficient to encompass the fibrous and feeding root system necessary for the healthy development of the plant. No

plant shall be accepted when the ball of earth surrounding its roots has been badly crackled or broken preparatory to, during the process of planting, or after the burlap, staves, ropes or platforms required in connection with its transplanting have been removed. All bald plants that cannot be planted at once must be heeled in. Roots, trunks, branches and foliage shall be protected at all times from drying winds. The trunk of each tree shall be a single trunk, growing from single unmutilated crown of roots, except where plans specify multistem material. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost, cracks, or wounds resulting from abrasions, fire or other causes. Evergreen trees shall be branched to within one foot (1') of the ground.

- E. Shrubs shall meet the requirements for spread or height stated in the Plant List. The measurements for heights are to be taken from the ground level to the average height of the top of the shrub and not the longest branch. The thickness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin plants will not be accepted. The side branches must be generous, well trigged and the plant as a whole well bushed to the ground. The plants must be in a moist vigorous condition, free from dead wood, bruises or other root or branch injuries.
- G. Inspection. This contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany shipment of plants. Plants may be inspected at place of growth, but shall not preclude the right of rejection at the site.
- H. Utilities. This contractor shall ascertain the location of all utilities and sub-surface drainage so that proper precaution may be taken not to disturb or damage any sub-surface improvements. This contractor will be held responsible for making, at his own expense, all repairs to damaged utilities, resulting from work hereunder.

Part 3 - Execution

3.1 Lawns and Planting.

- A. Proposed trees and shrubs are shown on plans, marked with an identifying symbol, marking position of each. This is to be interpreted as including the furnishing of the plant of the specified size with roots in the specified manner, the digging of a hole, plant hormone, applied according to manufacturer's instructions, staking, mulching and all labor involved.
- B. Location of plants shall be staked on the ground by the contractor and must be approved before excavation is made.
- C. Loam stockpiled. The contractor shall supply a sufficient amount of topsoil to backfill shrub and tree pits to grade.
- D. Size of holes. Holes for trees shall be at least two feet (2') greater in diameter than the spread of the root systems and at least eighteen inches (18") deep.
- E. Preparation of Soil. Ground limestone shall be applied at the rate of ten (10) pounds per one hundred square feet (100 sq. ft.) to plant bed and tree pits, excepting areas with acid-preferring plants, unless test results by an approved testing company indicates that equal results may be obtained by using a lesser amount.

F. Type II fertilizer shall be provided at the time for planting in the following quantities while backfilling is being done.

1. Shrubs fewer than four feet (4') in height - two (2) pounds.
2. Shrubs over four feet (4') in height - three (3) pounds.
3. Trees fewer than six feet (6') in height - two (2) pounds.
4. Trees six to ten feet (6-10') in height - three (3) pound.
5. Trees over ten feet (10') in height - five (5) pounds.

The fertilizer shall be thoroughly incorporated into the soil used for backfilling, except however, that immediately adjacent to the roots of the plant soil without fertilizer shall be used to avoid burring the roots.

F. **Planting Season.** Deciduous trees, shrubs and vines may be planted only when dormant, that is before the leaves appear in the spring or subsequent to their loss in the fall. No planting shall be done in frozen ground without written permission. Evergreen trees and shrubs may be planted in the spring until the time when new growth begins to take place and at any time between September 15th and November 30th.

G. **Planting.** All plant roots and earth balls must be kept damp and thoroughly protected from sun or drying winds at all times from the beginning of the digging operation, during transportation and on the ground during final operation of planting. The plants shall be planted in the center of their holes and at the same depth they previously grew. Roots of bare rooted plants shall not be matted together but arranged in their natural position with soil worked among them. Loam shall be backfilled in layers of not more than 9 inches (9") and each layer watered sufficiently to settle before the next layer is put in place. Loam shall be tamped under the edge of bald plants. Enough topsoil shall be used to bring the surface to finished grade when settled. A saucer shall have a diameter equal to the hole dug for the plant and in the case of trees a depth of not less than six inches (6"), shrubs four inches (4").

H. **Staking.** Trees shall be staked according to the details herein shown, at the time of planting. Wire shall not come into contact with the bark of the tree at any place, but shall be covered with pieces of rubber hose.

3.2. Maintenance of Planting.

A. **Trees and Shrubs.** New planting shall be protected and maintained until the end of the lawn maintenance, shall include watering, pruning, weeding, cultivation, mulching, tightening staking wire, replacing stakes, resetting plants to proper grades or upright position and restoration of plant saucer and all other care needed for proper growth of the plants. If planting is done after lawn preparation, proper protection of lawn areas shall be provided and any damage resulting from planting operations, repaired promptly. The Landscape Contractor shall furnish outliving maintenance techniques necessary to assure proper growth beyond the maintenance period of Landscape Contractor.

B. **Spraying.** During the maintenance period and up to the issuance of the letter of final acceptance, Landscape Contractor shall do all seasonal and/or dusting of trees as required.

C. **Protection.** Planting areas and plants shall be protected against trespassing and damage of any kind. If any plants become damaged or injured, they shall be treated or replaced as directed. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by filling with topsoil, tamping, re-fertilizing and reseeded by the contractor at his expense if such damage occurs prior to acceptance of the Contract.

- A. Topsoil shall be provided and spread by contractor, unless test results from an approved testing company or the Department of Agriculture indicated that equal results might be obtained from the existing soils or a lesser amount of topsoil.
 - B. Deliver seed to site in standard sealed containers. Seed that has become wet, moldy and otherwise, damaged shall not be used. Seed shall be in accordance with the following specifications:
 - 1. For summer seeding, April 15th to July 1st, Bermuda Grass, 3 pounds per 1,000 square feet.
 - 2. For fall seeding, September 1st to December 1st, Kentucky 31 Fescue, 5 pounds per 1,000 square feet.
 - C. Prior to planting seed, the areas shall be brought to proper finished grades and previously graded areas shall be repaired as necessary. Commercial lime and fertilizer, of 8-8-8 grade shall then be incorporated into the soil to a depth of three inches (3") by disking, harrowing or other means to completely scarify the soil. Apply lime at the rate of 45 pounds per 1,000 square feet. Apply fertilizer at the rate of 12 pounds per 1,000 square feet.
 - D. After application of fertilizer and lime, raking shall level out any irregularities. Seed shall then be uniformly sown to the rate of five (5) pounds, per 1,000 square feet using drills, seeders or broadcasting. After sowing, seed shall be lightly covered by means of brush harrow; chain harrow or spike tooth harrow and then compacted by rolling.
 - E. The seeded areas shall be maintained for a period of sixty (60) days after inspection and conditional acceptance by the Architect and/or Owner. Maintenance shall consist of providing protection against traffic, reseeding, weeding, and refertilizing as necessary to produce a completely established lawn. Watering and mowing prior to acceptance shall be the responsibility of the contractor. Water shall be available at existing hose bibbs without cost to the contractor.
- 3.4. Clean up. Any soil, manure, peat or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the General Contractor. All lawns and planting areas shall be prepared for final inspections.
- 3.5. Inspection for Acceptance.
- A. Informal Inspection. (Conditional Acceptance) The contractor shall notify the Architect when the planting and lawns are completed and shall request inspection in order to determine whether or not the plant material is acceptable as to size, quality, meeting the specifications and in a healthy growing condition, and whether there is a uniform stand of the specified grasses. Scattered bare spots; none of, which is larger than one square foot (1 sq. ft.), will be allowed up to a maximum of three percent (3%) of the lawn areas.
 - B. Final Acceptance of Lawns. The contractor may offer for final acceptance of lawns the entire project or a "complete area" as defined below. The Architect will make inspection for acceptance. When acceptance is made in writing to the contractor, the contractor's responsibility for maintenance of lawns shall cease.
 - B. Inspection of lawns and planting to determine completion of contract work, exclusive of the possible replacement of plants, will be made by the Owner and Architect at the conclusion of the maintenance period upon written notice requesting such inspection submitted by the contractor at least ten (10) days prior to the anticipated date. The condition of lawns will be noted and determination made by the Owner and Architect whether maintenance shall continue in any part.

- D. Acceptance. After inspection, the Owner of acceptance of all work of this division will notify the contractor in writing. Lawns and planting, exclusive of the requirements for completion of the work, lawn maintenance or other work remaining to be done shall be subject to reinspection before acceptance.
- E. Rejection. In case of a substantial number of plants being sickly or dead at the time of inspection, acceptance will not be granted and the contractor's responsibility for maintenance of all the plants shall be extended until new plants replace those rejected. Replacement shall conform in all respects to the specifications. No planting will be required at a time unfavorable for planting the kind of plants involved.

3.6. Plants Guarantee and Replacement.

- A. Guarantee. Plant shall be guaranteed for a period of one (1) year after acceptance as specified and shall be alive and in satisfactory growth at the end of the guarantee period. Guarantee shall not include theft or malicious damage.
- B. Replacement. At the end of the guarantee period, inspection will be made by the Owner and Architect upon written notice requesting such inspection submitted by the contractor at least ten (10) days before the anticipated date. Any plants required under this contract that is dead or not in satisfactory growth, as determined by the Architect, shall be removed from the site; these and any plants missing, due to the contractor's negligence, shall be replaced, as soon as conditions permit, but during the normal planting season. In case of any questions regarding the conditions and satisfactory establishment of a rejected plant, the contractor may elect to allow such plants to remain through another complete growing season, at which time the rejected plants, if found to be dead, in an unhealthy or badly impaired condition, shall be replaced. All replacements shall be borne by the contractor, except for possible replacement resulting from removal, loss or damage due to occupancy of the project in any part, vandalism, or acts of neglect on the part of the Owners.

DIVISION 33 - UTILITIES

Section 33 05 00 – COMMON WORK RESULTS FOR UTILITIES

Part 1 - General

1.1 Summary.

- A. The work to be performed is shown on drawings and specified hereinafter. All work for complete installations are obviously necessary for the satisfactory operation of the system whether or not shown hereinafter specified, shall be a part of this contract.
- B. All work to be performed shall meet requirements of authorities having jurisdiction.

1.2 Drawings.

- A. The drawings accompanying this division show all essential information to enable the Contractor properly to interpret the intent of the designs. Any deviations therefrom found necessary or desirable shall first receive approval of the Architect before installation. All future supplementary drawings will elucidate requirements of this division and shall govern affected work accordingly.

1.3 Inspection of Site.

- A. Before undertaking any work, this Contractor shall visit the site and acquaint himself with the topography and all physical conditions in the area.
- B. All elevations given on drawings are based upon information including assumed benchmark datum as prepared by the surveyor. (See Site Plan)
- C. This Contractor shall be responsible for accuracy of all measurements and established elevations.

1.4 Rules and Regulations.

- A. All work to be in accordance with all rules and regulations of the local jurisdiction and the State of North Carolina and with any requirements of public utility companies involving contract with, proximity to, conflict with or crossing over or under same.

1.5 Fees and Permits.

- A. Permit fees, acreage fees, building permit fees shall be paid by Owner; all other fees, if any, shall be by contractor.