	UNION COUNTY BOARD OF CONTRACT ROUTING		
Contractor Name:	Hoss Contracting, Inc.	UCPS Contract Nu	mber: <u>3-97361073</u>
Address:	PO Box 968		
City, State, Zip:	Monroe, NC 28111		
Contact Name:	Hoss Hinson		
Telephone Number:	704.233.0488		
Purpose of Contract (1	ocation and brief description): Shiloh Valley Elementary So	chool-Toilet Renovatio	ns
Submitting Department	nt: Facilities Department	Date Submitted:	5.05.2023 
Budget Account Num	ber: FY23BLDGSY-SVES356-RENOVATE	Funding Source:	DM
Contract Amount: \$			
Contract Period: Subs	stantial 8/2/2023		
UCPS Employee to C	ontact: Penny Helms, Maurice Brown	Phone Number: 7	704-296-3160
NOTE: Individuals liste	d below should initial, date, and forward this form after co	ompleting their respon	nsibilities relating to this Contract.
Insurance Concentrate Concentrate A. Insurance A. Insuran	ce Certificate Reviewed/Approved by Risk Management propriate Representative(s) of UCPS:  PS Project Coordinator  PS Department Head/School Principal  st. Supt. for Administration & Operations	INTIAL  DS  SH  DS  MbB  OM  DM  CM	DATE
	st. Supt. for Human Resources		
	st. Supt. for Instructional Programs Asst.		
	st. Supt. of Student Support		
Chi	ief School Performance Officer		
Chi	ief Technology Officer		
FORWARD TO UC  3. Approved by Lega	CPS GENERAL COUNSEL OFFICE SS	LB MM	
	PERINTENDENT/BOARD OF EDUCATION		
4. Approved by Supe	erintendent/Board of Education		
FORWARD TO FI  6. Pre-audited by Rep	NANCE presentative of Finance Officer	SM	



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

**AGREEMENT** made as of the 2nd day of May in the year 2023 (In words, indicate day, month and year.)

# **BETWEEN** the Owner:

(Name, legal status, address and other information)

Union County Board of Education 400 N Church Street Monroe, NC 28112

and the Contractor:

(Name, legal status, address and other information)

Hoss Contracting, Inc. PO Box 968 Monroe, NC 28111

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

Shiloh Valley Elementary School Toilet Renovations

The Architect:

(Name, legal status, address and other information)

Derek Hodge AIA DH&A Architecture PA 1208 Curtis Street Monroe, NC 28112

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

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

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

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

# TABLE OF ARTICLES

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

# **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

# ARTICLE 2 THE WORK OF THIS CONTRACT

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

# ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The	date of	f this A	Agreement.

- [X] A date set forth in a notice to proceed issued by the Owner.
- [ ] Established as follows:

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

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

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

# § 3.3 Substantial Completion

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

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

#### Init.

Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: August 2, 2023

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

#### Portion of Work

# **Substantial Completion Date**

- § 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
- § 3.3.4 It is expressly understood and agreed by and between Contractor and Owner that the Contract Time defined above for Completion of the Work is a reasonable time for completion of same, taking into consideration the average climatic range and usual conditions prevailing in this locality.
- § 3.3.5 The Contractor shall achieve Final Completion of the Work within (7) seven calendar days of the date of Substantial Completion.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Twenty-Six Thousand, Seven Hundred Fifty Dollars (\$ 226,750), subject to additions and deductions as provided in the Contract Documents.

# § 4.2 Alternates

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

Item	Price
N/A	N/A

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

Item	Price	Conditions for Acceptance
N/a	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Owner's Discretionary Allowance	\$10,000

# § 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Water Closet Wall-Hung Complete (match specified)	Each	\$3,500.00
Lavatory Wall Hung w/Trim & Stops, Wraps, etc. Complete (match specified)	Each	\$2,800.00
Urinals Wall Hung with Trim Valve Complete (match specified)	Each	\$1,700.00

# **§ 4.5** Liquidated damages, if any:

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

#### Init.

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(1412786539)

The amount of \$500 per calendar day for failing to meet Substantial Completion by August 2, 2023, calculated until Substantial Completion is actually achieved and

The amount of \$250 per calendar day for failing to meet Final Completion by August 9, 2023, calculated until Final Completion is actually achieved.

# **§ 4.6** Other:

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

# ARTICLE 5 PAYMENTS

# § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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

# § 5.1.7 Retainage

# § 5.1.7.1

(Paragraphs deleted)

Until the Work is 50 percent complete, the Owner shall pay 95 percent of the amount due to the Contractor on account of progress payments, withholding 5% of the amount due (the "Contract Retainage"). At the time the Work is 50 percent complete and thereafter, the Architect may certify remaining partial payments to be paid in full.

(Paragraphs deleted)

#### § 5.1.7.2

(Paragraphs deleted)

The Owner may elect to reinstate withholding of the Contract Retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.

(Paragraphs deleted)

- **§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

# § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(Paragraphs deleted)

#### ARTICLE 6 DISPUTE RESOLUTION

# § 6.1 Initial Decision Maker

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

# § 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[X]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[ ]	Litigation in a court of competent jurisdiction
[ ]	Other (Specify)

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

# ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

# ARTICLE 8 MISCELLANEOUS PROVISIONS

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

# § 8.2 The Owner's representative:

(Name, address, email address, and other information)

Maurice Brown Union County Public Schools 201 Venus Street Monroe, NC 28112

# § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Hoss Hinson Hoss Contracting, Inc. PO Box 968 Monroe, NC 28111

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

# § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

#### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

Drawings

Number	Title	Date
CS-1	Project Information Appendix B/Index of Drawings	3/7/2023
SPES-1	Project Specifications & Notes	3/7/2023
A-001	Overall Floor Plan & Project Scope	3/7/2023
A-101	Enlarged Partial Floor Plans	3/7/2023
A-102	Enlarged Partial Floor Plans	3/7/2023
A-201	Enlarged Partial Floor Plans	3/7/2023
A-202	Enlarged Partial Floor Plans & Details	3/7/2023
A-203	Typical Wall Elevations & Details	3/7/2023
P01	Plumbing Legends, Notes & Specs	3/7/2023
P-1.01	Plumbing Floor Plans	3/7/2023
PBD-	Plumbing Fixture Revision-Addendum1	4/7/2023

# Specifications

Section	Title	Date	<b>Pages</b>
Project Manual	Toilet Renovations	03/30/2023	124

Addenda, if any:

Number	Date	Pages
1	04/07/2023	2
2	04/10/2023	1
3	04/17/2023	2

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

#### .7

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

AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title **Date Pages** 

[ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary and Other	11.04.2020	19

.8 Other documents, if any, listed below:

Init.

**User Notes:** 

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

Hoss Contacting, Inc. Bid Submittal

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

tally trintel	Hoss Hinson
<b>OWNER</b> (Signature) Kathy Heintel	CONTRACTOR (Signature) Hoss Hinson
(Printed name and title)	(Printed name and title)
DocuSigned by:	
Sara Hymel	
UCIDS Division of Insurance and Risk Management	
As to form:	
— DocuSigned by:	
Midule Morris	
UCPS General Counsel	
This is stored to be here were distributed in the Manner	
This instrument has been preaudited in the Manner Required by the School Budget and Fiscal Control Act	
Required by the School Budget and Fiscal Control Act.	
Shanna McLamb	

# Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:30:25 ET on 05/06/2023.

# PAGE 1

**AGREEMENT** made as of the 2nd day of May in the year 2023

...

<u>Union County Board of Education</u> 400 N Church Street Monroe, NC 28112

...

Hoss Contracting, Inc.
PO Box 968
Monroe, NC 28111

• • •

Shiloh Valley Elementary School Toilet Renovations

...

Derek Hodge AIA
DH&A Architecture PA
1208 Curtis Street
Monroe, NC 28112
PAGE 2

FAGL 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date: August 2, 2023

...

§ 3.3.4 It is expressly understood and agreed by and between Contractor and Owner that the Contract Time defined above for Completion of the Work is a reasonable time for completion of same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

§ 3.3.5 The Contractor shall achieve Final Completion of the Work within (7) seven calendar days of the date of Substantial Completion.

(1412786539)

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be <u>Two Hundred Twenty-Six Thousand</u>, <u>Seven Hundred Fifty Dollars</u> (\$ <u>226,750</u> ), subject to additions and deductions as provided in the Contract Documents.

...

N/A N/A

N/a

N/A

<u>N/A</u>

••

Owner's Discretionary Allowance \$10,000

•••

Water Closet Wall-Hung Complete (match specified)	<u>Each</u>	\$3,500.00
Lavatory Wall Hung w/Trim & Stops, Wraps, etc. Complete (match specified)	<u>Each</u>	\$2,800.00
Urinals Wall Hung with Trim Valve Complete (match specified)	<u>Each</u>	\$1,700.00

# PAGE 4

The amount of \$500 per calendar day for failing to meet Substantial Completion by August 2, 2023, calculated until Substantial Completion is actually achieved and

The amount of \$250 per calendar day for failing to meet Final Completion by August 9, 2023, calculated until Final Completion is actually achieved.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

# PAGE 5

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

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

Until the Work is 50 percent complete, the Owner shall pay 95 percent of the amount due to the Contractor on account of progress payments, withholding 5% of the amount due (the "Contract Retainage"). At the time the Work is 50 percent complete and thereafter, the Architect may certify remaining partial payments to be paid in full.

#### § 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

The Owner may elect to reinstate withholding of the Contract Retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.

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

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

# § 5.3 Interest

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

0/0

• • •

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

.

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

PAGE 6

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

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

...

Maurice Brown
Union County Public Schools
201 Venus Street
Monroe, NC 28112

...

Hoss Hinson Hoss Contracting, Inc. PO Box 968 Monroe, NC 28111

...

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

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

PAGE 7

-4 AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<u>.5</u> \_\_\_\_\_\_ Drawings

•••

<u>CS-1</u>	Project Information Appendix B/Index of Drawings	3/7/2023
SPES-1	Project Specifications & Notes	<u>3/7/2023</u>
<u>A-001</u>	Overall Floor Plan & Project Scope	3/7/2023
<u>A-101</u>	Enlarged Partial Floor Plans	<u>3/7/2023</u>
<u>A-102</u>	Enlarged Partial Floor Plans	<u>3/7/2023</u>
<u>A-201</u>	Enlarged Partial Floor Plans	<u>3/7/2023</u>
<u>A-202</u>	Enlarged Partial Floor Plans & Details	<u>3/7/2023</u>
<u>A-203</u>	Typical Wall Elevations & Details	<u>3/7/2023</u>
P01	Plumbing Legends, Notes & Specs	<u>3/7/2023</u>
<u>P-1.01</u>	Plumbing Floor Plans	<u>3/7/2023</u>
PBD-	Plumbing Fixture Revision-Addendum1	<u>4/7/2023</u>

**-6**—\_**.5** Specifications

•••

Project Manual	<u>Toilet Renovations</u>	03/30/2023	<u>124</u>

**7**—**6** Addenda, if any:

..

<u>1</u>	04/07/2023	<u>2</u>
<u>2</u>	<u>04/10/2023</u>	<u>1</u>
<u>3</u>	<u>04/17/2023</u>	<u>2</u>

• • •

**8** Other Exhibits:

[ X ] Supplementary and other Condit	ions of the Contract:	
<u>00 73 00</u>	Supplementary and Other	11.04.2020
PAGE 8  Other documents, if any, listed below: Hoss Contacting, Inc. Bid Submittal		
11000 Community, Inc. 11th Substitution		
UCPS Division of Insurance and Risk Management		
As to form:		
UCPS General Counsel		
This instrument has been preaudited in the Manner		
Required by the School Budget and Fiscal Control Act.		
UCPS Finance Officer		

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User Notes:

<u>19</u>

# Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that simultaneously with its associated Additions and Deletions Report and this counder Order No. 4104238915 from AIA Contract Documents software and to document I made no changes to the original text of AIA® Document A101 <sup>TN</sup> Between Owner and Contractor where the basis of payment is a Stipulated deletions shown in the associated Additions and Deletions Report.	ertification at 12:30:25 ET on 05/06/2023 hat in preparing the attached final $^4$ – 2017, Standard Form of Agreement
(Signed)	
(Title)	
(Dated)	

# PROJECT MANUAL

# **TOILET RENOVATIONS**

Floor & Wall Tile Replacement

# Shiloh Valley Elementary School

BID No. 397361073

# **Union County Board of Education** Monroe, North Carolina

Shiloh Valley Elementary School 5210 Rogers Road Monroe, NC 28110



# <u>OWNER</u>

Union County Public Schools Facilities Department 201 Venus Street Monroe, North Carolina 28112

Date: 30 March 2023



# **ARCHITECT**

DH&A Architecture PA 1208 Curtis Street Monroe, NC 28112 cha.architects@frontier.com

Volume 1 of 1

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# UNION COUNTY PUBLIC SCHOOLS

# **DIVISION 00 - BIDDING REQUIREMENTS**

The following Bidding Requirements documents are utilized during the bidding process and are not incorporated in the Contract for Construction per AIA A201 Paragraph 1.1.1:

001114	Advertisement for Bids Form
	Instructions to Bidders (AIA Document A701 – 1997)
002213	Supplementary Instructions to Bidders
002600	Bidding Substitution Procedures
002601	Bidders Request for Substitution/Prior Approval Form
004113	Bid Form - Stipulated Sum (Single-prime Contract)
004313	Bid Form Supplement: Bid Security Form
	AIA Document A101-2017 Standard Form of Agreement
004321	Bid Form Supplement: Allowance Form
004322	Bid Form Supplement: Unit Prices Form
004323	Bid Form Supplement: Alternates Form
	Notice to all Bidders
004338	Bid Form Supplement: Minority Business Affidavits Forms A,B,C & D
004339	Minority Business Enterprise Recruitment
004393	Bid Submittal Checklist

# **DIVISION 00 - CONTRACTING REQUIREMENTS**

The following Contracting Requirements documents are part of the Contract Documents:

006291	Certificate of Record Drawing Accuracy
006292	Certificate of Non-use of Asbestos-containing Products
006293	Certificate of Non-use of Lead-containing Products
007200	General Conditions (AIA Document A201-2007) by reference
007300	Supplementary Conditions
	Sales Tax Forms

# DIVISION 1 – FORMS

Substitution Request Form

Contractor's Submittal Form

Change Proposal Form

Certification of Product Compliance

Certificate of Accuracy

Bid Document Request for Clarification / Information

Release & Waiver of Claims - Subcontractor & Product Vendors

Contractor's Affidavit as to Status of Liens

General Guarantee

# **DIVISION 1 - General Requirements**

01010 Summary of the Work

01015 Alternates

01025 Allowances

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- 01035 Unit Prices
- 01070 Supplemental Section
- 01100 Special Conditions
- 01200 Project Meetings
- 01300 Schedules and Reports
- 01340 Shop Drawings, Product Data & Samples
- 01370 Schedule of Values
- 01400 Temporary Facilities & Controls
- 01500 Cleaning
- 01630 Substitutions & Product Options
- 01700 Contract Closeout

# DIVISION 2 - Site Work

Not Used

# <u>DIVISION 3 – Concrete</u>

On Drawings

# **DIVISION 4 - Masonry**

Not Used

# **DIVISION 5 - Metals**

Not Used

# **DIVISION 6 – Carpentry**

Not Used

# **DIVISION 7 – Moisture Protection**

Not Used

# DIVISION 8 - Doors, Windows & Glass

Not Used

# **DIVISION 9 – Finishes**

09300 Tile Work - On Drawings

09900 Painting – On Drawings

# **DIVISION 10 – Specialties**

10155 Solid Phenolic Toilet Partitions - On Drawings

#### DOCUMENT 001114 - ADVERTISEMENT FOR BIDS

Qualified bidders may submit bids for following project in accordance with the Instructions to Bidders. NCGS Chapter 87 shall govern submittal, opening, and award of bids.

Toilet Renovations located at the following school in Union County, NC:

Shiloh Valley Elementary School – 5210 Rogers Road, Monroe, NC 28110

Owner: Union County Board of Education; Owner's Representative: Mr. Maurice Brown, (704) 296-3160, <a href="mailto:maurice.brown@ucps.k12.nc.us">maurice.brown@ucps.k12.nc.us</a>.

Architect: DH&A Architecture PA, Derek L. Hodge AIA, 1208 Curtis Street, Monroe, NC 28112

(704) 283-2908, cha.architects@frontier.com

Project consists of removal and replacement of wall & floor finishes, new toilet partitions, rework of fixture carriers for ADA height requirements, "cain-break walls at water coolers, new water coolers.

Bids will be received for General Contract (all trades). Bid No.

Owner will receive sealed lump sum bids until: 18 April 2023 at 3:00 p.m. local time, delivered to Un-ion County Public Schools Facilities Dept., 201 Venus St, Monroe, NC 28110. Bids will be opened in private with results available at a later time. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

Submit bid security with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids.

A **Prebid** meeting for all bidders will be held at Shiloh Valley Elem School – 5210 Rogers Rd. Monroe, NC, on **6 April 2023** at **9:30 a.m.** local time. Prospective prime bidders are urged to attend.

In accordance with NCGS Chapter 133-3, the following manufacturers and products are being considered by the Owner for this Project:

Obtain access to bidding documents after 4 April 2023, by contacting the Architect. Online access will be provided to prime bidders only.

Examine bidding documents after 4 April 2023, at the locations below:

Office of the Architect.

ISquareFoot Online Plan Room: Charlotte, North Carolina.

Reed Construction Data Office: Charlotte, North Carolina.

Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

Bidders must be properly licensed under the laws governing their respective trades and meet specified qualifications, and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

The Union County Board of Education has adopted a Minority Participation Policy compliant with the North Carolina State Minority recommendations. Minority Business Enterprises are encouraged to participate.

# DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

#### 1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

# 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

#### 1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

# A. Add Section 2.1.3.1:

1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

# B. Add Section 2.1.5:

1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of the State of North Carolina and meets qualifications indicated in the Bidding and Contracting Documents.

# C. Add Section 2.1.6:

 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Bidding and Contracting Documents.

# D. Add Section 2.1.7:

1. Bidder has investigated with governing authorities all required fees, permits and other regulatory requirements and shall have included the cost of each in its bid. Bidder awarded a contract shall pay all such costs unless specifically stated otherwise in the Bidding Documents.

# E. Add Section 2.1.8:

1. By submitting a bid, Bidder agrees to waive any claim Bidder may have against the Owner or Architect arising out of or in connection with the administration, evaluation, or recommendation of any bid.

# 1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.2 Interprétation or Correction of Bidding and Contracting Documents:
  - 1. Add Section 3.2.2.1:
    - a. 3.2.2.1 Submit Bidder's Requests for Interpretation using form bound in the Project Manual [and furnished on Project Web site].

# B. 3.3 Substitutions:

- 1. Add Section 3.3.5:
  - a. Approval of a proposed substitution is for a single project only. Specification or approval of products on Owner's previous projects does not constitute approval for use of product on this Project.
- 2. Add Section 3.3.6:
  - a. Comply with requirements in Document 002600 "Bidding Substitution Procedures." Only substitution requests submitted by a prime Bidder will be considered.

# C. 3.4 - Addenda:

- 1. Add Section 3.4.4.1:
  - a. 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
    - 1) 3.4.4.1.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Bidding and Contracting Documents included in an unacknowledged Addendum.
    - 3.4.4.1.2 Modifications to the Bidding and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

# 1.5 ARTICLE 4 - BIDDING PROCEDURES

- A. 4.1 Preparation of Bids:
  - 1. Add Section 4.1.1.1:
    - a. 4.1.1.1 Printable electronic Bid Forms and related documents are available [from the Architect] [on the Project web site].

# 2. Add Section 4.1.8:

a. 4.1.8 - The Bid shall include unit prices when called for by the Bidding and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

# 3. Add Section 4.1.9:

a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

# 4. Add Section 4.1.10:

a. 4.1.10 - Bids shall include sales and use taxes as stipulated in Document 007300 "Supplementary Conditions."

# B. 4.2 – Bid Security

- 1. 4.2.1: Modify the second sentence to read:
  - a. Should the Bidder fail to enter into such Contract within 10 days of issuance by the Owner 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.

# 2. 4.2.2: Revise Section as follows:

a. Bid Security shall be in the form of (1) Cash; (2) Cashier's Check; (3) Certified Check on a Bond or Trust Company insured by the Federal Deposit Insurance Corporation, or (4) a Bid Bond executed by a Corporate Surety licensed under the laws of the State of North Carolina to execute such bonds. A company check will not be accepted as a form of Bid Security.

# C. 4.3 - Submission of Bids:

- 1. 4.3.1: Modify the second sentence to read:
  - a. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Project number, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.

#### 2. Add Section 4.3.1.2:

a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

# D. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

- a. 4.4.2.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification.

# E. 4.5 - Break-Out Pricing Bid Supplement:

- 1. Add Section 4.5:
  - a. 4.5 Provide detailed cost breakdowns [on forms provided] no later than two business days following Architect's request.
- F. 4.6 Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
  - 1. Add Section 4.6:
    - a. 4.6 Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products [on forms provided] no later than [two] <Insert number> business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling [three] <Insert number> percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

# 1.6 ARTICLE 5 - CONSIDERATION OF BIDS

- A. 5.2 Rejection of Bids:
  - 1. Add Section 5.2.1:
    - a. 5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.
- B. Add Section 5.4:

# 1. 5.4 Determination Of Lowest Responsible Bid

- a. 5.4.1 The Owner will have the right to take such steps as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner such data for this purpose as the Owner may request.
- b. 5.4.2 In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid but such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:
  - 1) a) The Bidder's financial ability to complete the Contract successfully without resort to its Surety.
  - b) The Bidder's prior experience with similar work on comparable or more complex projects.
  - 3) c) The Bidder's prior history for the successful and timely completion of projects.
  - 4) d) The Bidder's equipment and facilities.
  - 5) e) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
  - 6) f) The Bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time. The Owner reserves the right to consider as not responsible (and therefore unacceptable) any contractor or subcontractor presently in litigation with the Union County Board of Education. The Owner reserves the right to consider a Bidder on the State or Federal Debarred List as not responsible.
  - 7) g) The Bidder's history of compliance with federal, state, and local laws, rules, and regulations.
  - 8) h) Depending upon the type of the work, other essential factors.
- 2. 5.4.3 The failure to submit requested information on a timely basis may result in the determination that the bidder is not responsible.
- 3. 5.4.4 In the case of a tie for low bid (based upon base bid only) the Alternates (whether or not accepted at time of award) and (if necessary) Unit Prices, shall also be used to determine the low Bidder.
- 4. 5.4.5 Out-of-state bidders shall research and become fully aware of the specific requirements with regard to licensing requirements for out-of-state Contractors proposing to do work in the state of North Carolina. Simple agreements with state licensed contractors, to hire them or pay them a fee for use of their license, may not be acceptable or compliant. Care should be taken when establishing joint contracts to bid and perform construction activities within the state of North Carolina. If not identified and corrected prior to bidding/award and non-compliant bidders are awarded contracts, the costs involved to make Contractors compliant shall be borne by that Contractor and shall not be cause for a change order for additional costs.

# 1.7 ARTICLE 6 - POSTBID INFORMATION

- A. 6.1 Contractor's Qualification Statement:
  - 1. Add Section 6.1.1:

a. 6.1.1 - Submit Contractor's Qualification Statement no later than [two] <Insert number> business days following Architect's request.

#### B. 6.3 - Submittals:

- 1. Add Section 6.3.1.4:
  - a. 6.3.1.4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than [two] <Insert number> business days following Architect's request.

# 1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

# A. 7.1 - Bond Requirements:

- 1. 7.1.1: Modify the second sentence to read:
  - a. Bonds may be secured in the form of (1) Cash; (2) Cashier's Check; (3) Certified Check on a Bond or Trust Company insured by the Federal Deposit Insurance Corporation, or (4) a Bond executed by a Corporate Surety licensed under the laws of the State of North Carolina to execute such bonds. A company check will not be accepted as a form of Performance and Payment Bond.

# 2. Add Section 7.1.1.1:

a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

# B. 7.2 - Time of Delivery and Form of Bonds:

- 1. Delete the first sentence of Section 7.2.1 and insert the following:
  - a. The Bidder shall deliver the required bonds to Owner no later than [10] <Insert number> days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
- 2. Delete Section 7.2.3 and insert the following:
  - a. 7.2.3 Bonds shall be executed and be in force on the date of the execution of the Contract.

# 1.9 ARTICLE 9 - EXECUTION OF THE CONTRACT

#### A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within [10] days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.

- 2. 9.1.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
- 3. 9.1.3 Unless otherwise indicated in the Bidding and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement[or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner].
- 4. 9.1.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or readvertise for bids.

**END OF DOCUMENT 002213** 

# DOCUMENT 002600 - BIDDING SUBSTITUTION PROCEDURES

# 1.1 DEFINITIONS

- A. Bidding Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for the limited conditions under which Substitution requests will be considered following Contract award.

# 1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

# 1.3 BIDDING SUBSTITUTIONS

- A. Bidding Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Contract Documents, including applicable Addenda.
- B. Bidding Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including meeting or exceeding the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

#### 1.4 SUBMITTALS

- A. Bidding Substitution Request: Submit to Architect. Bidding Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
  - 1. Requests for substitution/prior approval of materials and equipment will be considered if received no later than 7 days prior to date of bid opening.
  - 2. Submittal Format: Submit electronic of each written Bidding Substitution Request, using form bound in Project Manual [and available on Project Web Site] or CSI Substitution Request Form 1.5C.

- a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
  - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
  - 2) Copies of current, independent third-party test data of salient product or system characteristics.
  - 3) Samples where applicable or when requested by Architect.
  - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
  - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Bidding Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Bidding Substitution Request.

# B. Architect's Action:

- 1. Architect may request additional information or documentation necessary for evaluation of the Bidding Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Bidding Requirements Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

Project:	Project No.:	Non Mille ME
To:	Specification Section #:	
	Prime Bidder:	
Attn.:	Réquested by:	, ,
Phone:	Phone:	
Email:	r none. Email:	-
Specified Product/Fabrication Method (List name/description; model no.; manufacturer):		
Required Information for <i>Specified</i> Product:	Attached:	
Point by Point Comparative Product Data		
Tests		
Reports		
Fabrication Drawings		
Samples (Where Applicable)		
Proposed Product/Fabrication Method (List trade name/description; model no.; manuf	àcturer) :	
Required Information for <i>Proposed</i> Product:	Attached:	"
Point by Point Comparative Product Data	(Required)	
Tests		
Reports		
Fabrication Drawings		
Samples (Where Applicable)		
List of Related Changes/Modifications:		
Differences between proposed substitution and specified product:		
	·	
Proposed product/fabrication method affects other parts of the Work	o 🗌 Yes: Explain	

Undersigned certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product as utilized for this project, except as noted herein.

Qualifications of manufacturer, installer, and other specified parties meet the specified qualifications.

Same special warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source for replacement parts, as applicable, is available as that specified.

Proposed substitution does not affect dimensions and functional clearances, except as noted herein.

For the Bidder:	
Submitted by:	 
Signed:	 
Firm:	
Telephone:	 
Email:	
For the Manufacturer:	
Submitted by:	
Signed:	 
Firm:	 <del></del>
Telephone:	
Email:	<del></del>

END OF DOCUMENT

DATE:

# SINGLE PRIME BID

# FORM OF PROPOSAL For TOILET RENOVATIONS SHILOH VALLEY ELEMENTARY SCHOOL

Union County Board of Education Monroe, NC 28110

NAME OF BIDDER:

PRIME CONTRACT:	LICENSE NUMBER:
Proposal as principal or principals is mentioned has any interest in this Proposal is made without connection proposal; and, that this Proposal is in a The Bidder further declares that he have regard to all conditions pertaining to examined the specifications and conti	declares that the only person or persons interested in this or are named herein and that no other person than herein oposal or in the Contract to be entered into; and, that this with any other person, company or parties making a bid or all respects fair and in good faith without collusion or fraud, is examined the site of the work and informed himself fully in the place where the work is to be done; and, that he has ract documents relative thereto; and, has read all specialing of bids; and, that he has satisfied himself relative to the
of Education, Monroe, NC in the form equipment, machinery, tools, apparatu the construction of:	s Proposal is accepted, to contract with Union County Board in of contract specified and furnish all necessary materials, s, means of transportation, and labor necessary to complete
	ET RENOVATIONS
SHILUH VALI	LEY ELEMENTARY SCHOOL
full and entire satisfaction of the Ow	th the Plans, Specifications, and Contract Documents, to the vner, with a definite understanding that no money will be orth in the General Conditions and Contract Documents, for
1. Toilet Renovations Shiloh Va	alley ES
Base Bid:	
Dollars(\$	)
	Form of Proposal - 1

Alternate #1 Bid:	
Dollars(\$	
•	•
3. Toilet Renovations Shilo	h Valley ES - Alternate #2 All new fixtures
Alternate #2 Bid:	
Dollars(\$	
4. Toilet Renovations Shilo	oh Valley ES - Alternate #3 Epoxy Flooring
Alternate #3 Bid:	
Dollars(\$	)
Alternate #4 Bid:	
vouurs(\$	
shall be compensated for on a	is to be performed for conditions not included in the unit price basis of Cost plus an agreed upon percentage for overhead quired to complete the Work as ordered. The Contractor shall s
below the percentage to be	applied to his Cost (including sub-contractors fees, if a be considered in the award of the contract.
below the percentage to be Percentages for extra work will t	
below the percentage to be Percentages for extra work will to A. For work performed to	be considered in the award of the contract.
below the percentage to be Percentages for extra work will t A. For work performed t Cost Plus	be considered in the award of the contract. by the Contractor by his own forces:

Form of Proposal - 2

contractor to be submitted with his request for change order payment for additional require/requested work.

The undersigned further agrees that in case of failure on his part to execute the bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure, otherwise the certified, check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

The General Contractor shall act as Project Expeditor. See Supplementary General Conditions.

SUB-CONTRACTORS: List all proposed sub-contractors by firm name for use on the project. Sub-contractors not listed must be approved by the Owner and Architect prior to commencement of any work on the project.

The Bidder further proposes and agrees hereby to commence work under his contract per 'Notice to Proceed' and complete the Work within the stated number of calendar days:

By:	Date:
By:(Name of firm or corp. making bid)	
Representative:	
Title:	-
Address:	_
Phone:	Fax:
Email:	
License No.	Fed ID Number:
Witness:	Title:(Owner / Partner / V.P.)
Witness:(Proprietorship or Partnership)	(Owner / Partner / V.P.)
Attest:	
By:	_
Title:	
(Corp. Sec or Ass't Sec. Only) Addenda received and used in computing bid.	
Addendum No. 1 Addendum No. 2	

# DOCUMENT 004313 - BID SECURITY FORMS

# 1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

# 1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

# DOCUMENT 004321 - BID FORM SUPPLEMENT - ALLOWANCES

1.1	BID INFORMATION	
, A.	Bidder:	
B.	Project Name: Toilet Renovations - Shiloh Valley Elementary School	
C.	Project Location: 5201 Rogers Rd. Monroe, NC 28110	
D.	Owner: Union County Board of Education, Monroe, North Carolina.	
E.	Architect: DH&A Architecture PA	
F.	Architect Project Number:	
1.2	BID FORM SUPPLEMENT	
A.	This form is required to be attached to the Bid Form.	
B.	The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01025 "Allowances."	
1.3	SUBMISSION OF BID SUPPLEMENT	
A.	Respectfully submitted this day of, 20	
B.	Submitted By:(Insert name of bidding firm or corporation)	
C.	Authorized Signature:(Handwritten signature)	
D.	Signed By:(Type or print name)	
E.	Title:(Owner/Partner/President/Vice President)	

END OF DOCUMENT 004321

# DOCUMENT 004322 - UNIT PRICES FORM

1.1	BID INFORMATION		
A.	Bidder:		
B.	Prime Contract:		
C.	Project Name: TOILET RENOVATIONS - SHILOH VALLEY ELEM. SCHOOL		
D.	Project Location: 5210 Rogers Road Monroe, NC 28110		
E.	Owner: Union County Board of Education, Monroe, North Carolina.		
F.	Owner Project Number:		
G.	Architect: DH&A Architecture PA.		
Н.	Architect Project Number:		
1.2	BID FORM SUPPLEMENT		
A.	This form is required to be attached to the Bid Form.		
В.	Unit Prices Offered by Bidder: The undersigned Bidder proposes the amounts below be adde to or deducted from the Contract Sum on performance and measurement of the individual item of Work as described in Section 01035 "Unit Prices" [ and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work].		
C.	If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."		
1.3	UNIT PRICES OFFERED BY BIDDER		
A.	Unit-Price No. 1: Water Closet wall-hung complete (to match specified)		
	1 Dollars (\$) each.		
В.	Unit-Price No. 2: Lavatory wall hung w/trim & stops, wraps etc. complete (to match specified)		
	1 Dollars (\$) each		
C.	Unit-Price No. 3: Urinals wall hung w/trim valve complete (to match specified)		
	1 Dollars (\$) each		

UNIT PRICES FORM 004322 - 1

.4	SUBMISSION OF BID SUPPLEMENT
A.	Respectfully submitted this day of, 20
B.	Submitted By:(Insert name of bidding firm or corporation)
C.	Authorized Signature:(Handwritten signature)
D.	Signed By:(Type or print name)
E.	Title:(Owner/Partner/President/Vice President)

END OF DOCUMENT 004322

UNIT PRICES FORM 004322 - 2

#### NOTICE TO ALL BIDDERS

Union County Public Schools has adopted and will use the North Carolina Minority Business Enterprises goals of ten percent (10%) for minority business participating in building projects. A list of Historically Underutilized Business (HUB) can be obtained from the HUB office or at the following website:

#### www.doa.state.nc.us/hub

ALL BIDDERS MUST COMPLY WITH NORTH CAROLINA GENERAL STATUTE 143-128.2 & 143-128.3 AS FOLLOWS:

If <u>all work is not</u> to be performed by the Bidder's own work force: Complete and attach Affidavit A and the Identification of HUB Certified/Minority Business Participation Form and submit with the bid.

If <u>all work is</u> to be performed by the Bidder's own work force: Complete and attach Affidavit B and the Identification of HUB Certified/Minority Business Participation Form and submit with the bid.

If <u>10% or more</u> of the value of the Work is subcontracted to Historically Underutilized Businesses, complete and submit Affidavit C within 72 hours of notification of being the apparently low bidder.

If <u>less than 10%</u> of the value of the Work is subcontract to Historically Underutilized Businesses, complete and submit Affidavit D within 72 hours of notification of being the apparently low bidder.

In order to conform to the bidding notice, all required Minority Business Enterprise forms must be fully completed, signed by an officer, general manager, or general partner of the Bidder, and notarized.

# Affidavit A: Listing of the Good Faith Effort - Union County Public Schools (Attach to bid)

Aff	idavit of
	(Name of Bidder)
	lders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive NC Administrative code 30 I.0101)
l ha	ave made a good faith effort to comply under the following areas checked:
	1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and, that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
	2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
	3 – (15) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
	4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
	5 – (10 pts) Attended prebid meetings scheduled by the public owner.
	<b>6 – (20 pts)</b> Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
	7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their-capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	<b>8 – (25 pts)</b> Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
	9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
	10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
lde Fai The	accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the ntification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. lure to abide by this statutory provision will constitute a breach of the contract. e undersigned hereby certifies that he or she has read the terms of the minority business commitment and is horized to bind the bidder to the commitment herein set forth.
Da	te:
Na	me of Authorized Officer;
	nature;
	e:
	State of North Carolina, County of
	SEAL Subscribed and sworn to before me this day of20
	My commission expires
	**** * * * * * * * * * * * * * * * * *

#### Affidavit B: Intent to Perform Contract with Own Workforce - Union County Public Schools (Attach to bid if work is 100% self-performed)

Affidavit of		
	(Name of Bidder)	
I hereby certify that it i	s our intent to perform 100% of the work required for the	
	<u>-</u>	contract.
•	(Name of Project)	, ,
type project, and norm	ntion, the Bidder states that the Bidder does not customarily subc nally performs and has the capability to perform and will perform own current work forces; and	
The Bidder agrees to put the above statement.	provide any additional information or documentation requested b	by the owner in support of
The undersigned here the commitments here	by certifies that he or she has read this certification and is autho in contained.	rized to bind the Bidder to
Date:		
Name of Authorized O	fficer:	
SEAL	State of North Carolina, County of day of day of Notary Public	20
	My commission expires	<del></del> ,

# Affidavit C: Portion of Work to be Performed by Minority Firms - Union County Public Schools (Do not submit with bid – This form is to be submitted by the apparent lowest responsible, responsive bidder)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of				
	, ( <sub>V</sub>	lame of Bidder)	•	,
I do hereby certify that on the				
		(P	roject Name)	
with a bid amount of \$				
fuell compand a maining of	0/ -545-4	-4-1 -4-11		
I will expend a minimum of enterprises. Minority businesses wil				
of professional services. Such work				
(Attach additional sheets if required)				
Name, Phone Number and	*Minority	**Ownership	Work description	Dollar Value
Address	Category	Category Certification	, , , , , , , , , , , , , , , , , , ,	
*Minority categories: Black, African A Female (F) Socially and Economical			n American (A) America	n Indian (I),
Temale (1) Socially and Economical	iy Disauvania(	ged ( <b>D</b> )		
**Ownership Category Certification: Agency (OSA), Self Identified (SI)	NCHUB, NCD	OT, Local Agency	(LA), Federal Agency (F	FA), Out of State
The total value of minority business	contracting wil	lhe \$		
Pursuant to GS143-128.2(d), the ulisted in this schedule conditional up	ndersigned w	II enter into a for	mal agreement with Mil	 nority Firms for wor fulfill this commitmen
may constitute a breach of the contra		O a contract with	and officer i and to to	ann and committee

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:		
Name of Authorized	Officer:	 
Signature:		 
Title:		
,	State of North Carolina, County of	 ,
SEAL	Subscribed and sworn to before me this Notary Public	 20
	My commission expires	

#### Affidavit D: Good Faith Efforts - Union County Public Schools

(Do not submit with bid -- This form is to be submitted only by the apparent lowest responsible, responsive bidder)

If the goal of 10% participation by minority business is not achieved, the Bidder shall provide the following documentation to the owner of his good faith efforts within 72 hours after notification of being low bidder.

		(Name of Bidde	er)	
I do hereby certify that on the	,			, ,
			(Project Name)	
I do certify the attached docume	entation as	true and accurate rep	presentation of my good	faith efforts.
I do certify the attached docume		true and accurate rep	oresentation of my good	faith efforts.
•		true and accurate rep  *Minority Category	oresentation of my good  Work description	faith efforts.  Dollar Value

	Category		
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<sup>\*</sup>Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:		<u> </u>				
Name of Authorize	ed Officer:					 
Signatúre:			,	<u>,                                     </u>		 
Title:						 
		orth Carolina, C				 
( SEAL	Subscribed	d and sworn to	before me t	this c	lay of	 _20
	Notary Put	olic	<del></del>			
	My commis	ssion expires				

# GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

#### SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project mandated by G.S. 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

## **SECTION B: DEFINITIONS**

- 1. Minority a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
- 2. Minority Business means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
- 3. Socially and economically disadvantaged individual means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities." "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged."
- 4. Public Entity means State and all public subdivisions and local government units.
- 5. Owner The State of North Carolina, through the Agency/Institution named in the contract.
- 6. <u>Designer</u> Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering work.
- 7. <u>Bidder</u> Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

- 8. <u>Contract</u> A mutually binding legal relationship or any modification therof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
- 9. <u>Contractor</u> Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
- 10. <u>Subcontractor</u> A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

#### **SECTION C: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- 1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- 2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- 3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- 4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- 5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

#### 2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
  - 1. Project description and location;
  - 2. Locations where bidding documents may be reviewed;
  - 3. Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
  - 4. Date, time and location of the bid opening.
  - 5. Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.
- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.

- d. Reviewing of minority business requirements at preconstruction conference.
- e. Monitoring of contractors compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

#### 3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  - 1.) A description of the work for which the bid is being solicited.
  - 2.) The date, time, and location where bids are to be submitted.
  - The name of the individual within the owner's organization who will be available to answer questions about the project.
  - 4.) Where bid documents may be reviewed.
  - 5.) Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2 (c) and G.S. 143-128.2 (f) (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request.

#### 4. <u>Designer</u>

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2 (c) and G.S. 143-128.2 (f) (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit

- of self-performance of work, if the contractor will perform work under contract by its own workforce) prior to recommendation of award.
- e. During construction phase of the project, review "MBE Documentation for Contract Payment" (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

# 5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - 1.) A description of the work for which the subbid is being solicited.
  - 2.) The date, time and location where subbids are to be submitted.
  - 3.) The name of the individual within the company who will be available to answer questions about the project.
  - 4.) Where bid documents may be reviewed.
  - 5.) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2 (c) and G.S. 143-128.2 (f).
- f. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" (Appendix E), for designer's review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved.
- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.

It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

## 6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

## . SECTION D: DISPUTE PROCEDURES .

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION E: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 733-7962, Website: <a href="http://interscope2.doa.state.nc.us/main.htm">http://interscope2.doa.state.nc.us/main.htm</a>.

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

# MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

#### APPLICATION:

The Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 733-7962, Website: <a href="http://interscope2.doa.state.nc.us/main.htm">http://interscope2.doa.state.nc.us/main.htm</a>.

#### MINIORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid (by using the Identification of Minority Business Participation Form provided in the bid document), the minority businesses that will be utilized on the project with corresponding total dollar value of the bid. In addition, the bidder must submit with its bid, either an affidavit (Affidavit A) listing good faith efforts <u>or</u> an affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2 (c) and G.S. 143-128.2 (f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expresses as a percentage of the total contract price, which is equal to or more than the applicable goal.

#### OR

Provide Affidavit D that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.

#### OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

## MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall by solely at the option of the State whether to terminate the contract for breach.

In determining whether a contract has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- Contacting minority businesses that reasonably could have been expected to submit a quote and that
  were known to the contractor or available on State or local government maintained lists at least 10
  days before the bid or proposal date and notifying them of the nature and scope of the work to be
  performed.
- 2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- 3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- 4) Working with minority trade, community, or contractor organizations identified by the Officer for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5) Attending any prebid meetings scheduled by the public owner.
- 6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- 7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a pubic construction or repair project when possible.
- 10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

# APPENDIX E

# MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Project Name:		,	<del></del>	
			·	
The following is a mentioned period.	list of payments made	e to Minority Busines	s Enterprises on this p	roject for the ab
MBE FIRM NAME	*INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTE
Inority categories: ale (F), Social and I	Black, African Ameri Economically Disadvar	can (B), Hispanic (H), ntaged (D)	, Asian American (A),	American Indian
<b>:</b>	Appro	oved/Certified By:	Name	<del></del>

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

### DIVISION 1 - FORMS BID PROPOSAL CHECKLIST

Company Name:
This checklist form and required submissions to be provided with each bid.
Please place a check in the spacé provided next to each required item included in bid envelope and attach to outside of bid envelope.
1 Completed Form of Proposal (only one prime / trade)
2 Complete Subcontractor's / Supplier List (as indicated on Bid Form)
3 Bid Bond or Cashier's Check (Bid specific security required)
4 Completed MBE Affidavit Form
5 Completed E-Verify Affidavit

#### Reminder Checklist:

- 1. Include only one trade / prime bid enclosed per envelope.
- 2. Include in Bid:

Allowances

Alternates

Sales Tax

Permits and Fees

Water Capacity Use Fee

- 3. Include name and address of insurance carrier
- 4. Include name and address of Bonding agent and company
- 5. Include Portion of Work to be performed by Minority Firms.
- 6. Note: Items to be provided within 72 hours / 3 working days of bid
  - include Break-out Price Sheet

# DOCUMENT 006291 – CERTIFICATE OF RECORD DRAWING ACCURACY

1.1	PROJECT INFORMATION
A.	Contractor:
В.	Project Name: Toilet Renovations - Shiloh Valley Elementary School
C.	Project Locations: 5201 Rogers Rd. Monroe, NC 28110
D.	Architect: DH&A Architecture PA
E.	Architect Project Number:
1.2	CERTIFICATION
A.	This form is required to be submitted at time of submittal of Closeout Submittals.
В.	The undersigned Bidder certifies that to the best of his/her knowledge, the Record Drawings for the above-indicated project are complete and accurate.
C.	Respectfully submitted this day of, 20
D.	Submitted By:(Insert name of Contractor firm or corporation)
E.	Authorized Signature:(Handwritten signature)
F.	Signed By:(Type or print name)
G.	Title:(Owner/Partner/President/Vice President)

END OF DOCUMENT 006291

# DOCUMENT 006292 – CERTIFICATE OF NON-USE OF ASBESTOS-CONTAINING PRODUCTS

1.1	PROJECT INFORMATION
, A.	Contractor:
B.	Project Name: TOILET RENOVATIONS - SHILOH VALLEY ELEMENTARY
C.	Project Location: 5201 Rogers Rd. Monroe, NC 28110
D.	Architect: DH&A Architecture PA
E.	Architect Project Number:
1.2	CERTIFICATION
A.	This form is required to be submitted at time of submittal of Closeout Submittals.
В.	The undersigned Bidder certifies that to the best of his/her knowledge, the products and materials incorporated into the above referenced project are free of asbestos-containing materials.
C.	Respectfully submitted this day of, 20
D.	Submitted By:(Insert name of Contractor firm or corporation)
E.	Authorized Signature:(Handwritten signature)
F.	Signed By:(Type or print name)
G.	Title:(Owner/Partner/President/Vice President)

END OF DOCUMENT 006292

# DOCUMENT 006293 – CERTIFICATE OF NON-USE OF LEAD-CONTAINING PRODUCTS

1.1	PROJECT INFORMATION
, A.	Contractor:
B.	Project Name: TOILET RENOVATIONS – SHILOH VALLEY ELEMENTARY
C.	Project Location: 5210 Rogers Rd. Monroe, NC 28110
D.	Architect: DH&A Architecture PA
E.	Architect Project Number:
1.2	CERTIFICATION
A.	This form is required to be submitted at time of submittal of Closeout Submittals.
B.	The undersigned Bidder certifies that to the best of his/her knowledge, the products and materials incorporated into the above referenced project are free of lead-containing materials.
C.	Respectfully submitted this day of
D.	Submitted By:(Insert name of Contractor firm or corporation)
E.	Authorized Signature:(Handwritten signature)
F.	Signed By:(Type or print name)
G.	Title:(Owner/Partner/President/Vice President)

END OF DOCUMENT 006293

#### DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 BASIC DEFINITIONS

Add the following Subparagraph .1 after Paragraph 1.1.1:

**1.1.1.1** The Contract Documents executed or identified in accordance with Paragraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

#### § 1.1.5 THE DRAWINGS

Add the following Subparagraph 1.1.5.1 after Paragraph 1.1.5:

1.1.5.1 Where only part of the Work is indicated, similar parts are considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described are deemed to incorporate similar material and construction.

Add the following Paragraph after Paragraph 1.1.8:

#### § 1.1.9 MISCELLANEOUS DEFINITIONS

- 1.1.9.1 The following definitions apply to terms used in the Contract Documents:
  - .1 "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
  - .2 "Complete": Complete with connections, supports, attachments, and incidental items necessary for a finished and properly operating assembly or installation.
  - "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
  - "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
  - .5 "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
  - .6 "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
  - .7 "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
  - .8 "Provide": Furnish and install, complete and ready for the intended use.
  - .9 "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Subparagraph after Paragraph 1.2.1:

**1.2.1.1** The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work, including Work, whether or not shown or described, which may reasonably be inferred to be required for the completion of the Work in accordance with information given in the Contract Documents.

Add the following Paragraph after Paragraph 1.2.3:

- § 1.2.4 If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply
  - .1 Where requirements specifically set forth in the Owner-Contractor Agreement are in conflict with other Contract Documents, the Owner-Contractor Agreement shall govern.
  - Where there is a conflict between the requirements of the General Conditions of the Contract and the Supplementary Conditions, the requirements of the Supplementary Conditions shall govern, except where the requirements set forth in the Supplementary conditions are contrary to law, in which case the legal requirements shall govern. The General Conditions of the Contract shall take precedence over the other Contract Documents except for the Owner-Contractor Agreement.
  - .3 Where there is a conflict between the Drawings and Specifications or a conflict within the Drawings or within the Specifications, the conflict shall be brought to the attention of the Architect for determination and resolution of the conflict.

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Add the following Sections and Sections after Section 1.6:

- § 1.6.1 The Contractor shall execute a data licensing agreement as required in Division 01 General Requirements.
- § 1.6.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

#### ARTICLE 3 CONTRACTOR

#### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 Safety of Prescribed Construction Means and Methods:

Delete from the second sentence the following text: . . . "unless Contract Documents give other specific instructions concerning these matters."

Delete sentences 4 and 5 from Section 3.3.1 and insert the following:

"If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give advance written notice to the Owner and Architect, informing the Owner and the Architect of the alternate means, methods, techniques, sequences or procedures the Contractor intends to utilize in the performance of the Work, and, unless the Owner or the Architect takes exception to the proposed means, methods, techniques, sequences or procedures, the Contractor shall proceed with the Work using the alternate means, methods, techniques, sequences, or procedures that the Contractor has determined are safe."

Add the following Subparagraphs after Paragraph 3.3.2:

- .1 The Jessica Lunsford Act enacted by the North Carolina General Assembly requires that the Contractor and subcontractors, consultants, sub-consultants, and vendors be in compliance with this statute.
- The Contractor and subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this Contract. Any employee of the Contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this Contract and shall not be permitted to enter

property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the Contract for default.

- .3 It is the Contractor's responsibility to ensure that all subcontractors, sub- consultants and vendors involved with this Project are in compliance with this law.
- .4 Employees of the Contractor, subcontractor, consultant, sub-consultant, and their vendors shall dress appropriately for a school environment and perform their work in a professional manner. Determination of compliance with this requirement shall be solely at the discretion of the Owner. Contractor shall immediately remove non-complying personnel from the Owner's property.
- .5 Union County Public Schools is a tobacco-free facility. Employees of the Contractor, subcontractor, consultant, sub-consultant, and their vendors shall refrain from use of all tobacco products including e-cigarettes while on the Owner's property.
- 6. Employees of the Contractor, subcontractor, consultant, sub-consultant, and their vendors shall comply with the Owner's Safety Programs, the Contractor's safety program, and with state and federal safety regulations. The Contractor shall provide a copy of the Contractor's written safety program to the Owner's Facilities Project Manager within three business days of request.

#### § 3.4 LABOR AND MATERIALS

Add the following Subparagraph to Paragraph 3.4.1:

**3.4.1.1** Not later than 15 days following date of issuance of Notice of Intent to Award or commencement of the Work, whichever occurs first, the Contractor shall furnish in writing to the Architect a Product List indicating the names and model numbers of specific products, equipment and systems proposed for the Work.

Delete Paragraph 3.4.2 and substitute the following Paragraph 3.4.2 and Subparagraphs .1 and .2:

- § 3.4.2 After the Contract has been executed, the Architect will consider a formal request for the substitution of comparable products in place of those specified only under the conditions and limitations set forth in Division 01 General Requirements. By making requests for substitutions, the Contractor:
  - represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified, except as specifically indicated by the Contractor in writing as part of the request;
  - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.

#### § 3.6 TAXES

Add the following Paragraph 3.6.1 after Paragraph 3.6:

§ 3.6.1 Sales and use tax on materials are included in the Contract Sum. The Contractor shall document sales and use tax paid by the Contractor and subcontractors on material purchases in accordance with NCGS 105-164.14c. The Contractor shall submit certified documentation with each Application for Payment in a notarized form acceptable to the Owner. Refund of sales and use tax paid by the Contractor, if any, shall be for the benefit of the Owner.

#### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Add the following Subparagraph 3.7.1.1 after Paragraph 3.7.1:

**3.7.1.1** The Owner will pay the Capacity Use Fee (Impact Fee) for the Project. All other fees shall be the responsibility of the Contractor.

Add the following Paragraph 3.7.6 after Paragraph 3.7.5:

§ 3.7.6 Contractor shall comply with project statement notice requirements of NCGS General Statute §44A-27, and shall ensure that subcontractors and suppliers likewise comply with respect to other subcontractors and suppliers, if any, who are not in direct contract with the Contractor.

.1 The Contractor shall indemnify and hold harmless the Owner from any costs, including without limitation costs of delays or attorney fees incurred by Owner, arising out of any dispute or litigation involving sub-subcontractors and subcontractors or Contractor including without limitation any disputes arising out of Contractor's or its subcontractors' failure to comply with applicable lien statutes. All costs of such dispute or litigation involving sub-subcontractors and subcontractors or Contractor shall be borne by Contractor.

#### § 3.9 SUPERINTENDENT

Add the following Subparagraphs to Paragraph 3.9.1:

- .1 The Superintendent shall be considered competent if he has successfully completed at least two other similar projects of similar scope and complexity to this Project while serving in the role of Project Superintendent.
- .2 The Superintendent shall be on site while work is being performed.

Add Paragraph 3.9.4 to Section 3.9:

§ 3.9.4 The Contractor shall maintain the same approved Project Manager and Field Superintendent from the time of issuance of the Notice to Proceed until the Date of Substantial Completion, or shall submit proposed changes in personnel to the Architect in accordance with 3.9.2.

#### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following Paragraph 3.10.4 after Paragraph 3.10.3:

§ 3.10.4 Based upon local Weather data, the following 10-year average shall establish the number of rain days to be included in the Contractor's Construction Schedule as normal. Rain days are defined as periods of 24 hours within which precipitation is one-tenth (0.1) of an inch or greater. Rain days shall be understood to be work days, exclusive of holidays, Sundays and other non-working days. Rain-related days will be considered based upon amounts of precipitation encountered during the construction process. The Contractor shall use these monthly averages when establishing the construction schedule for this project. Claims for delays due to abnormal rain delays will not be considered until the number of rain days during which critical path work is actually delayed exceeds the number allowed in the schedule as follows:

January:	6 Days	May:	6 Days	September:	4 Days
February:	6 Days	June:	5 Days	October:	4 Days
March:	6 Days	July:	6 Days	November:	4 Days
April:	5 Days	August:	6 Days	December:	6 Days

.1 Rain days, as identified above, are to aid the Contractors in their scheduling. These days are included in the total time allowed for construction as defined in Article 8 of these Supplementary General Conditions. Used and unused days are not available for extending the project time nor may they be used to decrease the project time. Rain days shall cease upon the drying in/enclosure of the building unless the Contractor can prove his claim for weather related delay based upon extreme conditions or Acts of God.

#### ARTICLE 4 ARCHITECT

#### § 4.1 GENERAL

Add the following Subparagraph after Paragraph 4.1.1:

**4.1.1.1** The term "Architect," "Architect/ Engineer," or "Engineer" as used in the Contract Documents means the Architect or his authorized representative.

#### § 4.2 ADMINISTRATION OF THE CONTRACT

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Delete the last sentence of this Paragraph in its entirety.

#### ARTICLE 5 SUBCONTRACTORS

Add the following Subparagraph after Paragraph 5.1.2:

Sub-Subcontracting of work is discouraged on Union County Public School Projects. The Contractor is directly responsible for the performance of Subcontractors and their Sub-subcontractors. If the Contractor chooses to allow sub-subcontracts for portions of the Work, the Contractor shall remain directly responsible for sub-subcontractor's actions and remedies required. The Owner shall not be inconvenienced by conflicts with Subcontractors or their Sub-subcontractors. The Contractor shall make or cause to be made corrections to defective work and repairs in a responsive manner without regard to the outcome of conflict resolution between subcontracted parties.

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

Add Subparagraph 5.2.1.1 after Paragraph 5.2.1:

**5.2.1.1** Not later than 14 days following date of issuance of Notice to Proceed or commencement of the Work, whichever occurs first, the Contractor shall furnish in writing to the Architect the Manufacturer/Subcontractor List consisting of a complete list of names of persons or entities proposed as manufacturers, fabricators, or material suppliers for the products, equipment and systems proposed for the Work and, where applicable, the name of the installing Subcontractor.

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.2 MUTUAL RESPONSIBILITY

Delete Paragraph 6.2.3 and replace with the following:

§ 6.2.3 If a separate Contractor initiates legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor.

§ 6.2.4 (Delete the word...."wrongfully"....in this subparagraph).

#### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 GENERAL

Add Paragraphs 7.1.4, 7.1.5, and 7.1.6:

- § 7.1.4 Overhead and profit applied to pricing of changes in the Work where the basis of payment for the change is cost plus overhead and profit may be stated separately or combined but, in either case, should distinguish between:
  - .1 the amounts to be paid to the Contractor for Work performed by the Contractor with that Contractor's own forces and for materials purchased directly by the Contractor (not through a Subcontractor).
  - .2 the amounts to be paid to the Contractor and Subcontractor for Work performed by the Subcontractor with that Subcontractor's own forces and for materials or purchased directly by that Subcontractor (not through a Sub-subcontractor).
- § 7.1.5 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule, unless otherwise stated in the Owner-Contractor Agreement:
  - For extra Work completed by the Contractor with his own labor, not more than 15 percent shall be added as the allowance for overhead and profit.
  - .2 For extra Work completed by Subcontractors of the Contractor, not more than 10 percent shall be added as the allowance for overhead and profit.

- .3 For Work deleted which would have been completed by the Contractor, with his own labor, not less than 10 percent shall be credited to the Owner as the allowance for overhead and profit.
- .4 For Work deleted which would have been completed by Subcontractors of the Contractor, not less than 5 percent shall be credited to the Owner by the Contractor as the allowance for overhead and profit.
- § 7.1.6 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

Revise the fourth phrase in Paragraph 7.3.7 as follows:

§ 7.3.7 Change: "....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...: to read: "... a fixed percentage fee as provided in Paragraph 7.1.5 above for total profit and overhead."

Revise the last sentence of Paragraph 7.3.8 as follows:

§ 7.3.8 Change to read: "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any."

#### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.2 (Delete the sentence and replace with the following): "The date of commencement of the Work is the effective date established in the Agreement or the date established in the Notice to Proceed given by the Owner."

#### § 8.3 DELAYS AND EXTENSION OF TIME

Insert new Paragraphs 8.3.2 and 8.3.3 as follows:

- § 8.3.2 If the progress or completion of the Work is delayed by any 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 this contract and by law upon the contractor, and at no cost or expense to the Owner, work such overtime or require the appropriate sub-contractor to work such overtime as may be necessary to make up for all time lost and to avoid delay in the progress and completion of the work. The "premium" cost of all such overtime work shall be paid by the Contractor.
  - .1 For the purposes of this Article, "sub-contractors" shall be deemed to be acting for and on behalf of the Contractor.
- § 8.3.3 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 one acting for or on behalf of the Contractor so as to cause 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 and does hereby agree to compensate the Owner for, and to indemnify the Owner against, all such costs, expenses, liabilities and damages.

Renumber existing Paragraph 8.3.2 as 8.3.4, and renumber existing Paragraph 8.3.3 as 8.3.5.

Add Subparagraphs 8.3.4.1 and 8.3.4.2 to Paragraph 8.3.4:

- **8.3.4.1** Requests for extensions of time due to unusual adverse weather conditions occurring prior to completion of the roof and temporary or permanent building enclosure will be evaluated by the Owner when submitted by the Contractor in accordance with the requirements of Division 01 Section "Contract Modification Procedures."
- **8.3.4.2** Extensions of Contract Time due to unusual adverse weather conditions shall not entitle the Contractor to claims for cost due to extended project overhead.

Add Section 8.4 after Section 8.3:

#### § 8.4 CONTRACT TIME

- § 8.4.1 The Contractor shall commence the Work on a date to be specified in the Agreement or in a Notice to Proceed issued by [the Architect on behalf of] the Owner; and shall complete [each phase of] the Work by the date indicated for completion of [each phase of] the Work, the resultant number of days constituting the Contract Time.
  - .1 The Contract Time shall be as stated in the Agreement.
  - .1 The Contract Time shall be [300] calendar days.
  - .1 The Contractor shall achieve Substantial Completion of the Work by [\_], based upon issuance of a Notice to Proceed on or about [\_].
  - .1 The Contractor shall achieve Substantial Completion of the Work of each Phase by the dates indicated in the Phasing Schedule [attached to this Document] [in Section 011000 "Summary"].
  - .2 The Contractor shall achieve Final Completion of the Work within [30] days of the date of Substantial Completion.
  - .3 It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time defined above for completion of the Work is a reasonable time for completion of same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.3 APPLICATIONS FOR PAYMENT

Add Subparagraphs 9.3.1.3, 9.3.1.4, and 9.3.1.5 to Paragraph 9.3.1:

- 9.3.1.3 Until the Work is 50 percent complete, the Owner shall pay 95 percent of the amount due to the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Architect may certify remaining partial payments to be paid in full.
- 9.3.1.4 The Owner may elect to reinstate the full Contract retainage if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds or revokes its consent, or for other good and sufficient reasons.
- **9.3.1.5** The Contractor shall submit with each Application for Payment a completed Statement of Sales Tax Paid and Minority Business Enterprise documentation in a form acceptable to the Owner.

Add Subparagraphs 9.3.2.1 through 9.3.2.4 to Paragraph 9.3.2:

- **9.3.2.1** In requesting payment for materials stored on or off the site, the Contractor shall submit with his Application for Payment the following:
  - an itemized list of the stored material prepared in sufficient detail to identify the materials and their value. Include an accounting for new items stored, paid items that continue in storage, and items previously stored and since incorporated in the Work.
  - evidence such as bills of sale or such other proof as may be requested by the Architect to substantiate that the materials listed have been paid for by the Contractor, or, for 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 by the Owner to the Contractor.
- **9.3.2.2** For material stored off the site, the Contractor shall additionally submit with his Application for Payment the following:
  - .1 evidence that the materials are stored at the location previously agreed to in writing as provided by Subparagraph 9.3.2 of the General Conditions. No payment will be made for material stored off the site until the storage location has been agreed upon in writing. No payment will be made for material stored more than 50 miles from the Project site.
  - .2 evidence that the storage location is bonded in a manner satisfactory to the Architect.
  - .3 evidence that the materials are insured while in storage and while in transit to the site.

- .4 evidence that transportation to the site will be provided by the Contractor.
- 9.3.2.4 Stored materials may be reviewed in their storage location by the Architect.
- 9.3.2.5 Contractor shall reimburse the Owner for the Architect's cost for inspections of off-site stored materials, to include his Time (travel, site observation, and office-related duties) per the hourly rate established by the fee/rate schedule attachment to Owner-Architect Agreement), the cost for Engineering Consultants if their services are needed, and will also include travel expenses at IRS approved travel expense rate but no less than \$0.50 per mile from base of operations office to the Project site or storage site and back. In no case will the charges be less than the minimum set at \$500.00 per inspection.

#### § 9.8 SUBSTANTIAL COMPLETION

Add the following Subparagraph after Paragraph 9.8.1:

**9.8.1.1** Substantial Completion shall also include final approval for occupancy and use by authorities having jurisdiction.

Add Subparagraphs 9.8.2.1 and 9.8.2.2.to Paragraph 9.8.2:

- **9.8.2.1** The Architect shall be entitled to rely upon the Contractor's comprehensive list of items to be completed or corrected in conjunction with the Architect's inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect for preparation of such comprehensive list of items if such preparation is required in order to facilitate the Architect's determination of Substantial Completion.
- **9.8.2.2** The Architect will review the general condition of the Work and the Contractor's comprehensive list prior to the Architect's inspection to determine whether the nature or scope of work left to be completed or corrected will preclude immediate and full owner occupancy, and will not proceed with inspection for Substantial Completion, but will reschedule the inspection at such time that the Contractor has indicated that the work remaining to be completed or corrected is consistent with the definition of Substantial Completion.

Add Subparagraph 9.8.3.1 to Paragraph 9.8.3:

**9.8.3.1** Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect, including normally reimbursable expenses, for any additional inspections.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following sentence to Section 9.10.2:

"The Contractor shall furnish such evidence as may be necessary to show that out of state subcontractors or suppliers have fully met the requirements of payment of taxes as established in the law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made."

Add Subparagraph 9.10.2.1 to Paragraph 9.10.2:

**9.10.2.1** Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amount paid to the Architect, including normally reimbursable expenses, for any additional inspections.

Add the following subparagraph to 9.10.3:

9.10.3.1 Owner's Option Final Payment: If at the time final completion is scheduled there are remaining uncompleted items, the contract may be closed and contract closeout completed, an amount equal to 250 percent of the value of each items as determined by the Architect shall be withheld for these items, as value to the Owner to provide for the Owner's completion of the work and related costs for Owner's and Architect's additional services.

Add the following Subparagraphs .4, .5, and .6 to Paragraph 9.10.4:

- .4 Claims for Indemnification;
- .5 Claims about which the Owner has given the Contractor written notice;
- .6 Claims arising after final payment.

Add Section 9.11:

#### § 9.11 COSTS FOR ADDITIONAL INSPECTIONS

§ 9.11.1 The Architect's costs for additional inspections will include his Time (Travel, Site Visitation and Office) at the rate established in the fee/rate schedule attachment to the Owner-Architect Agreement, the cost for Engineering Consultants if their services are needed, including their travel expenses at IRS approved Travel Expense Rate but no less than \$0.50 per mile from base of operations office to the project site and back. In no case will the charges be less than the minimum set at \$500.00 per inspection.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.2 SAFETY OF PERSONS AND PROPERTY

Add Subparagraph 10.2.2.1 after Paragraph 10.2.2:

10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinances, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, the Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's noncompliance.

#### § 10.4 EMERGENCIES

Add the following sentence to Section 10.4:

"Nothing in this paragraph shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented."

#### ARTICLE 11 INSURANCE AND BONDS

Delete the semicolon at the end of Subparagraph 11.1.1.1 and add:

"...including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project."

Delete the semicolon at the end of Subparagraph 11.1.1.2 and add:

"... or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;"

Add Sections 11.1.2.1 through 11.1.2.5 to Section 11.1.2:

- 11.1.2.1 The Limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:
- 11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises Operations (deleting X C or U exclusions), Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$500,000.00 Each Occurrence

\$1,000,000.00 General Aggregate

\$500,000.00 Personal and Advertising Injury

\$1,000,000.00 Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2007 under Paragraph 3.18.
- .3 Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after either 90 days following Substantial Completion or final payment, whichever is earlier.
- 11.1.2.3 Automobile liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows: \$500,000.00 Each Accident
- 11.1.2.4 Umbrella or Excess Liability coverage shall be as follows: \$1,000,000.00
- 11.1.2.5 Should the Contractor have any outstanding claim against his/her current insurance policies, he/she shall increase the dollar amount of insurance coverage above that specified by the dollar amount of the outstanding claim.

Add the following Subparagraphs 11.1.3.1 and 11.1.3.2 to Paragraph 11.1.3:

- 11.1.3.1 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- 11.1.3.2 Certificates of Insurance shall show the additional insured as Union County Public Schools, Monroe, NC 28112. The Certificate shall also contain a special notation naming the Architect as being additionally insured on the liability coverage.

Add Subparagraphs 11.1.5, 11.1.5.1, and 11.1.5.2 following Paragraph 11.1.4:

- 11.1.5 The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of the Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverage required by Sections 11.1.1, 11.1.2, and 11.1.3.
  - .1 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits, including an endorsement requiring 30 days written notice to the Owner of such amendation or cancellation of coverage or limits.
  - .2 The Contractor shall furnish to the Owner a copy of the Insurance Policy prior to the first Application for Payment.

#### § 11.3 PROPERTY INSURANCE

Delete Subparagraph 11.3.1.2 and replace with the following:

- 11.3.1.2 Contractor shall provide the Property Insurance coverage in a form acceptable to the Owner. Insurance shall be written on the Commercial Property Special form or an Inland Marine 'All Risk' form to cover 100 percent of the value of the completed work.
  - .1 Contractor shall furnish a Certificate of Insurance and associated Coverage Form within 10 days of Notice to Award Contract; furnish a copy of the policy to the Owner prior to request for initial payment, but not later than 30 days following Award of Contract or Notice to Proceed, whichever is issued first.
  - .2 Policies shall carry an endorsement to provide 30 day written notice of cancellation to the Owner.

Add Subparagraph 11.3.1.6 to Subparagraph 11.3.1:

11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.3.7.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Paragraph 11.4.1 in its entirety and insert new Paragraph 11.4.1 and Subparagraphs 11.4.1.1 and 11.4.1.2:

§ 11.4.1 Upon execution of the Contract Documents, the Contractor shall furnish to the Owner a Performance Bond and a separate Labor and Material Payment Bond, acceptable to the Owner and underwritten by a surety authorized to do business in North Carolina, each in an amount equal to 100 percent of the Contract Sum for each bond. The bonds shall guarantee the Contractor's faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall remain in force until the Work has been completed and accepted by the Owner, the provisions of all guarantees required by these Contract Documents have been fulfilled, and the warranty periods and period for correction of the Work have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Contractor shall bear all costs in connection with the bonds as a part of the Contract. One executed copy of each bond shall be attached to each executed copy of the Contract Documents prior to the execution of the Contract Documents by the Owner.

- These bonds shall be furnished to the Owner in the "Standard Form of Performance Bond and Labor and Material Payment Bond", AIA Document A302, latest edition.
- .2 The Contractor 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 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.2 CORRECTION OF WORK

Add Subparagraph 12.2.2.1.1 to Subparagraph 12.2.2.1:

12.2.2.1.1 Leakproof Envelope Provision: The one-year period for correction of Work shall be extended to a two-year period for all exterior envelope elements of the Work should one or more fail to serve as a leakproof water and/or air barrier. The Contractor's responsibility under this Section shall extend to the repair of all damage to the building and building contents resulting from such failure.

Delete the words "one-year" from Subparagraphs 12.2.2.2 and 12.2.2.3.

Add Subparagraph 12.2.2.4 to Paragraph 12.2.2:

**12.2.2.4** Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance of the Work of the Contractor.

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

Add the following sentence to the end of Paragraph 12.3:

"The acceptance of nonconforming Work by the Owner shall be by written Change Order or Construction Change Directive, signed by the Owner's authorized representative. No person has authority to accept nonconforming work except the Owner."

#### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

Add Subparagraphs 15.1.5.3, 15.1.5.4, and 15.1.5.5 after Subparagraph 15.1.5.2:

15.1.5.3 Claims for increases in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction scheduled indicating all the activities affected by the circumstances forming the basis of the Claim.

- 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor, or for delays not affecting tasks not identified as critical tasks affecting the date of completion of the Work.
- 15.1.5.5 The Contractor has the option to purchase such insurance and riders to his insurance (Inland Marine Floater policies to Builders Risk Insurance to cover the following potential losses: Theft, Business Interruption, Extra Expense, Installation, Contractors Equipment) as he deems prudent to cover possible losses due to acts of God (force majeure) including loss of income and financial damages due to loss of income caused by delays in construction from a covered peril. This option shall be the Contractor's sole remedy for damages not a result of Owner, Architect, Contractor or their agents' actions, omissions, or failures to take action. The Contractor agrees to make no claim for damages for delay in the performance of this Contract and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided under the change order provisions of Article 7.

#### Add Paragraph 15.2.9 as follows:

- § 15.2.9 Alternative Dispute Resolution: If a dispute occurs between the Owner and Contractor arising out of or relating to the contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiation, the owner and the contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:
  - .1 Mediation: pursuant to Constructions Rules of the American Arbitration Association.
  - .2 Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.
  - .3 The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred."

Add Article 16 as follows:

#### **ARTICLE 16: LIQUIDATED DAMAGES**

- § 16.1 The Owner and Contractor recognize that time is of the essence to this Contract, and that a delay in achieving Substantial Completion or Final Completion is a breach and will necessarily cause damages to the Owner. Such damages include but are not limited to:
  - .1 Delayed or diminished use of public facility
  - .2 Inconvenience to students, staff and public
  - .3 Increased inspection, oversight and administrative costs to the Owner
  - .4 Diversion of the Owner's employees from other tasks and projects
  - .5 Increased and extended project overhead
  - .6 Inefficiencies and loss of productivity
- § 16.2 All parties acknowledge that said damages are likely to occur but would be difficult to ascertain or determine, and that a legal proceeding to prove such damages would be time consuming and expensive. Therefore, in the event of delayed performance the following amounts will be charged against the Contractor, as liquidated damages and not as a penalty:
  - .1 The amount of \$1,000.00 per calendar day for failing to meet the Substantial Completion Date, calculated until substantial completion is actually achieved; and
  - .2 The amount of \$500.00 per calendar day for failing to meet the Final Completion Date, calculated until final completion is actually achieved.
- § 16.3 The above amounts for liquidated damages are separate and cumulative. They are calculated concurrently in the event Substantial Completion is not achieved until after the specified Final Completion Date. All parties agree

that said liquidated damages are a reasonable estimate of the damages to Owner caused by delayed performance and that they are not a penalty.

- § 16.4 The Owner may withhold liquidated damages from any payment to Contractor. Making final payment shall constitute a waiver of the Owner's right to liquidated damages not withheld unless the right to assess liquidated damages is specifically reserved in writing by the Owner. The Owner's entitlement to liquidated damages is specifically reserved in writing by Owner. The Owner's entitlement to liquidated damages shall not be considered a "Claim" subject to the time limitation for asserting Claims, but rather accrues automatically upon the Contractor's failure to meet the Substantial Completion Date and/or Final Completion Date.
- § 16.5 Liquidated damages shall not be assessed for the Contractor's delayed performance if and to the extent the delay is due to acts or omissions of the Owner or other contractors on the project, or to other events beyond the Contractor's control. Provided, however, that the contract provides a procedure by which the Contractor may make a Claim for an increase in the Contract Time, and it is Contractor's responsibility to follow the Claim procedure in a timely manner in order to obtain additional time to perform. Provided further, that failure by the Contractor to timely Claim and obtain additional time under said contract procedure constitutes a waiver, in which case the Owner shall be entitled to liquidated damages for delayed performance without any need for the Owner to establish that the Contractor was responsible for the delay.
- § 16.6 The Owner's entitlement to liquidated damages from Contractor shall be governed by this liquidated damages provision and shall not be affected by or offset by the Owner's assessment of liquidated damages against any other contractor.
- § 16.7 The parties acknowledge that this liquidated damages provision is not intended to apply to all additional costs incurred by Owner as a result of breach or delay. Specifically, this liquidated damages provision does not apply to additional costs incurred by Owner for correction of defective work or completion of the construction contract; additional legal, design professional and construction management costs resulting from breach or delay; and any claims by other contractors resulting from breach or delay. Such damages. Losses and expenses are likely to be ascertainable in the event of a breach and are thus outside the scope of this liquidated damages provision. The parties agree that the Owner's right recover liquidated damages for delay is in addition to, and not in lieu of recovery of such ascertainable items of damages.
- § 16.8 The Owner's right to liquidated damages shall not be affected or waived by the Owner's termination of the contract upon material breach by the Contractor, nor by the Owner's permitting the Contractor to continue and finish the work or any part thereof after the expiration of the specified completion dates."

END OF DOCUMENT 00 73 00

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

ŏ	Contractor:							For Sales Taxes	Sher Paid from	Sheet #:
ā	Project Name:								Payment Application #:	) #
	Invoice	Invoice		Type of	Taxable Amount	County	NC Tax	County	Mack. County	Total
	Number	Dafe	Vendor	Materials	of Invoice	Name	4.75%	Tax (2.0%)	Add Tax (1/2%)	Taxes
+										
8										
က										
4										
25										
6										
) F										
· 60										
6										
; <del>•</del>										
2 €										
= {										
7										
<del>5</del>										
4										
15)										
16)										
12										
199										
19										
70										
2										
2										
23										
3										
52										
Total:										
Wece	stlfy that the abo	ove listing includes		is and incorporated	us and incorporated into the above referenced project for the period stated, became a permanent part of the project,	renced project for	the period state	d, became a perr	manent part of the	oroject,
and th	at the sales tax	shown has been	and that the sales tax shown has been paid. The above represents a	a complete listing or	a complete listing of these sales taxes paid for the pay application number.	paid for the pay a	oplication numbe	Ľ		
Sworn	Sworn and subscribed before me this	1 before me this	day of				By:			ŀ
Notary	Notary Public:						Title:			į

My Commission Expires:

# DIVISION 1 - FORMS SUBSTITUTION REQUEST FORM

	Date:				
	PROJECT:_				
	Owner:			•	
CON	TRACTOR'S R	REQUEST WITH SUPPORTING	G DATA:		
1.	Section of the	e Specifications to which request	applies:		
		Product data for proposed reference standards, perform		(description of	product
		Sample is attached			
		Sample will be sent if reques	ted by Architect		
2.	Itemized con	nparison of proposed substitution	with product specified:		
		Original Product	Substitution		
Nam	e, Brand:				
Catal	og Number:				
Manı	ıfacturer:				
Signi	ficant Variations	s:			

	Original Product:		per	
	Substitution:	\$	, per	,
	a) State whether co	st is for:	Material Only or	Material Installed
l. Prop	osed change in Contr Credit to Ow		\$	
	Additional C	Cost to Owner:	\$	
Prop	101 10			
	osed Change in Cont Reduce / Increase Co		days	3.
	Reduce / Increase Co	ontract Time by		
6.	Reduce / Increase Co Effect of the propose	ontract Time by	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ontract Time by	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ontract Time by	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ontract Time by	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ed substitution or	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ed substitution or	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ed substitution or estitution:	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ed substitution or estitution:	n other parts of the Wor	k, or on other contrac
6.	Reduce / Increase Co	ed substitution or estitution:	n other parts of the Wor	k, or on other contrac

#### Contractor's Statement of Conformance of Proposed Substitution to Contract Requirements:

We have investigated the proposed substitution and:

- 1. Believe that it is equal or superior in all respects to the originally specified product, except as stated in #2 above.
- 2. Shall provide the same warranty as required in General Conditions.
- 3. Shall provide the same special warranty or guaranty as specified.
- 4. Have included all cost data and cost implications of the proposed substitutions.
- 5. Shall pay review, redesign and special inspection costs caused by the use of this product.
- 6. Shall pay additional costs to other contractors caused by the substitution.
- 7. Shall coordinate the incorporation of the proposed substitution in the Work.
- 8. Shall modify other parts of the Work as may be needed to make all parts of the Work complete and functioning.
- 9. Waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor (Signature):	Date:	
Architect's Review and Action:		
Rejected		
Provide more information in the following of	categories. Resubmit.	
Sign Contractor's Statement of Conformance	e,. Resubmit.	
The Proposed Substitution is approved, with	the following conditions:	
The following changes will be made by Change Ord	ler number:	
Addition / Deduction from the Contract Sum:	\$	
Addition / Deduction from the Contract Time:	Days	
	Date:	

# DIVISION 1 - FORMS CONTRACTOR'S SUBMITTAL FORM

To:	
Attn:	
From:	Phone: ()
Submitter:	Phone: ()
Product:	
Manufacturer:	Phone: ()
Arch. Dwg #:	Detail Ref:
Contractor's Remarks:	
Number of Copies:	Submittal No.:

## DIVISION 1 - FORMS

## CHANGE PROPOSAL FORM (for use with proposed Allowance Authorizations and Change Orders)

Project:				
Date: Proposal #	Proposal # Contrac		t:	
Contractor:			Contractor #:	
Description of Change:			· · · · · · · · · · · · · · · · · · ·	
Materials: (Attach list with Qty, Item, Unit \$,  1. Total direct cost of materials	Unit mtls,	Total Mtls, OT mt		
2. Overhead and Profit on Item 1:		\$	(% max, inc. small tools & consumables)	
3. Sales Tax:		\$	-	
4. Shipping and transportation		\$	-	
	Material	s Subtotal \$		
<u>Labor:</u> (Include time sheets if requested)				
5. Total man-hours:@	hr	\$	<del></del>	
6. Overhead and Profit on Item 5:		\$	(% max on straight labor cost, no	
7. Payroll Taxes & Insurance:@_	%	premium \$	portion. O&P includes supervisor's time)	
	Labor S	Subtotal \$		
Equipment Rental: (includes quotes & pic	:k-up/deli	ivery tickets)		
8. Equipment rental:		\$	_	
9. Overhead &Profit on Item 8 (_	% max	\$		
	Equipm	ent Rental Subto	tal \$	
Subcontractors: (Includes quotes with ma 10. Subcontractors	terials an	d equipment back		
11. Overhead & Profit on Item 10	(%ma	ax)\$		
	Subcom	tractor Subtotal S	S	
	Subtota	al of Proposal	\$	
12. Bonds (% of subtotal or p	roposal) \$	) 	-	
TOTAL OF CHANGE PROPOSAL:			\$	
Time Extension Request:	days	Sch	edule Activity # Affected	
Contractor's Signature	_		Date:	

CHANGE PROPOSAL FORM Page 1 of 1

# DIVISION 1 - FORMS CERTIFICATION OF PRODUCT COMPLIANCE

,	•
Specification Section:	
Item:	Manufacturer & Series/Model Nu

## DIVISION 1 - FORMS BID DOCUMENTS REQUEST FOR CLARIFICATION / INFORMATION

Date:	_
PROJECT:	
Name:	<u>,                                     </u>
Company:	
Phone:	
Fax:	
Specification Section:	Drawing Sheet:
Subject:	
Question: (Attach extra pages if necessary	r)
Response:	
Resnanse Ry:	Date

Note: Bid questions will not be answered or discussed by telephone. To comply with the specified requirement for written requests for clarification, all questions are required to be addressed to the Architect in writing. To further improve the processing of questions, all bid questions and/or questions concerning the bid documents are to be submitted on this form, by fax or e-mail. A response will be returned by fax or e-mail respectfully and if appropriate, addressed by addendum. This form and all responses returned on this form are not and should not be considered addendum to the contract documents. Responses will, however, create a record that the parties involved may refer to with surety during the construction process.

DIVISION 1 SECTION 01061:

# AFFIDAVIT AND WAIVER OF LIEN

STATE OF	
COUNTY OF	
Personally appeared before me, the undersigned Notary (Name of Indiv	Public for said County and State
(Name of Indiv (Title of	olls, sales tax, privilege tax or license, e, and other liabilities incurred in the ontract) Contract for the construction of
and that the above named Prime Contractor was  (Owner) from any rights or class	nives any claims and releases
and owing by virtue of the furnishing of any labor, productimprovements.	cts, and supplies furnished for such
The above named Prime Contractor agrees to indemnify the Owne any loss he may sustain in reliance upon this Affidavit and Waive lien he may be compelled to pay all costs relating thereto and a reasonable to pay all costs relating thereto and a reasonable to pay all costs relating thereto are sometimes.	er of Lien including the amount of any
	(Prime Contractor)
	Ву:
	Title:
	Date:
Sworn to and subscribed before me this day of, 20	
Notary Public	
My Commission Expires:	

DIVISION 1 SECTION 01062:

# RELEASE AND WAIVER OF CLAIMS SUBCONTRACTORS & PRODUCT VENDORS

STATE OF			,			,	
COUNTY OF			_				
Personally appeared before me, the	he undersigned					ty and S f Individu	
	(Title of _					(Compai	ıy),
who being duly sworn by me, states on license, old age benefits tax, state and paid in full, or that funds are in hand to of its Subcontract for furnishing la	l federal unempl to discharge such	loyment ir n liabilities oducts in	surance, when d the cor	and ot ue, incu structio	her liabili irred in th on of imp	ties have b e performa provements	een nce at
	(Location) u	(Name			of in the	Proje	
\$	_(Location), u the under	signed co	mpany v	vaives	anv claim	s and relea	ıses
from any rights or claims for debts due							
			Ву:				
			T	itle:			
			Da	te:			
Sworn to and subscribed before me this day of, 20	_						
Notary Public	<del></del>						
My Commission Expires:							

## DIVISION 1 SECTION 01063:

## CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIENS

STATE OF	
COUNTY OF	· ·
Personally appeared before me, the undersigned I	(Nome of Individual)
(Title of	(Prime Contractor),
who being duly sworn by me, states on oath that to the below, the Releases and Waivers of Claim attached herete labor, products, and equipment provided by all persons	o include all Subcontractors and all suppliers of s who may have liens against the property of (Owner), located at
improvements thereon.	roject), arising out of the construction of
Exceptions: (If none, write "NONE". Any exception indemnify the Owner, and a copy of each bond shall be att	
1.	
2.	
3.	
4.	
5.	
6.	
	(Name of Company)
	By:
	Title:
	Date:
Sworn to and subscribed before me this day of, 20	
Notary Public My Commission Expires:	

DIVISION 1 SECTION 01064

SECTION 01064	
	Date
GENER A	L GUARANTEE
, , ,	,
Contractor)	(Name o
guarantees all products and workmanship incorpo	orated in the
	(Name of Project) located in
specific Sections of the Project Manual as set Conditions or for such longer periods as may be He shall, immediately upon notification by the O penetration and, at his own expense, do any and condition. He shall also, at his own expense, rej furnishings, damaged as a result of this water per	on this for incidental building watertightness not covered by forth in the General Conditions and the Supplementary designated by specific Sections of the Project Manual.  The water penetration, determine the source of water all work necessary to return the building to a watertight pair or replace any other damaged products, finishes, and netration, to return the building to its original condition.  The to normal usage conditions and does not cover willfurther casualty.
(0	Contractor)
	By:
	Title:
Sworn to and subscribed before me	Date:
thisday of, 20	
Notary Public My Commission Expires:	

SECTION 01010: SUMMARY OF THE WORK

PART 1: GENERAL

#### 1.1 WORK COVERED BY THE CONTRACT DOCUMENTS:

- Á. The work described in the Contract Documents consists of providing materials, labor, equipment and services necessary for the renovation of existing school facilities to provide new floor & wall finishes on the following school campuses within the Union County NC School system.
- B. The project is located on the Shiloh Valley Elementary School campus, 5210 Rogers Rd., Monroe, NC and is further described below:
  - C. The project will be constructed under the following contracts:

#### (1) One Single Prime

#### 1.2 SCOPE:

- A. GENERAL CONSTRUCTION CONTRACT: The scope of the work included in each contract included in the Base Bid Contract Documents may be described generally as follows:
- 1. Furnish and install new floor and wall finishes as described in the Contract Documents including the removal & replacement of existing toilet fixtures, accessories and partitions in order to fully execute the new finishes, including any required wall and/or floor preparations necessitated by the demolition process. Any exposed water/waste piping along with electrical connections shall be concealed to as best behind new finishes.
- 2. Contractor shall be responsible for preparing all wall and floor surfaces to receive the intended finish. Please take notice of the possibility of having to raise the elevation of newly established ADA height toilet fixtures and providing masonry infill to chase walls as required for a complete and sound product.
- B. GENERAL CONSTRUCTION CONTRACT: The scope of these contracts included in the Base Bid Contract Documents may include portions of work generally described as follows:
  - 1. Interior:
    - (a) Removal for reuse existing fixtures, accessories and partitions.
    - (b) Removal of existing wall & floor tile finishes
    - (c) Floor and wall preparations as required for the replacement of the new finishes.
    - (d) Concealment of existing exposed conduit, piping, etc to the fullest extent possible
    - (f) New floor & wall finishes
    - (g) New toilet partitions.
    - (h) Replacement / reinstallation of fixtures, accessories, partitions.
    - (i) Painting of all surfaces remaining from wall & floor finish renovation.
    - (j) New 'cane-brake' wall & new water coolers in hallway.
- C. GENERAL CONSTRUCTION SCHEDULE: The Owner has developed the following timeline schedule for the contract included in the Base Bid Contract Documents (subject to imposed liquidated damages for late delivery):
  - 1. The proposed project schedule shall be as follows:
    - 04.04.2023 Advertisement for Bids
    - 04.05.2023 Project released for bids online
    - 04.04.2023 Pre-bid Meeting @Shiloh Valley ES 2:30 PM
    - 04.13.2023 Bids Due @ 10:00 AM
    - 04.27.2023 Bids presented to Facilities Committee
    - 05.11.2023 Contract submitted to BOE
    - 05.12.2023 Purchase Order released to Contractor
    - 06.13.2023 Construction begins all locations

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08.08.2023 - Substantial Completion - all interior locations 08.15.2023 - Substantial Completion - all exterior locations 08.18.2023 - Teachers & Staff return

08.22,2023 - Final Completion - all locations

#### 1.3 CONTRACTOR'S DUTIES:

- A. Except as specifically noted, the contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery necessary for proper execution and completion of the work.
- B. Except as specifically noted, the contractor shall provide and pay for water, heat, electricity and other facilities and services necessary for proper execution and completion of the work.
- C. The contractor shall secure and pay for all permits, fees and licenses as necessary for the proper execution and completion of the work, and as applicable at the time of execution of the Owner/Contractor Agreement.
- D. The contractor shall comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on the performance of the work.
- E. The contractor shall promptly submit written notice to the Architect of observed variance of Contract Documents from legal requirements. It is no the contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to the Contract Documents will adjust necessary changes. The contractor shall assume responsibility for work known to be contrary to such requirements without notice.
- F. Should the contractor discover any error, inconsistency or omission in the drawings, specifications or other documents, the contractor shall notify the Architect immediately of such error, inconsistency or omission. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible for reporting them immediately should they become known to him.
- G. The contractor shall enforce strict discipline and good order among his employees. Do not employ unfit persons, or persons not skilled in their assigned task on the work.

#### 1.4 CONTRACTOR USE OF PREMISES:

- A. The contractor shall confine operations at the site to areas permitted by law, ordinance, permits and the Contract Documents, and shall not unreasonably encumber the site with materials and equipment. Staging areas for the contractor's use will be defined at the pre-construction conference.
  - B. The contractor shall move any stored materials that interfere with the operations of other contractors.
- C. The contractor shall assume full responsibility for protection and safekeeping of materials stored on the premises.
  - D. The contractor shall provide all necessary protection fencing for the safety of the existing site activities.
  - E. The contractor shall obtain and pay for the use of additional storage or work areas needed for operations.

#### 1.5 DRAWINGS AND SPECIFICATIONS:

- A. Drawings are listed on the cover sheet of the Project Drawings. Specifications are listed in the Table of Contents of this Project Manual, showing Divisions and related Sections.
- B. Following are the specific drawings and specification sections which apply to the specific Prime Contracts, and which will be included in the Contract Documents for the respective Prime Contractors.
  - 1. One Single Prime Contract:
    - a. Drawings: The full set of drawings as issued and/or modified by addenda.
    - b. Specifications: The complete set of specifications as issued and/or modified by addenda.
- C. The following documents form a part of the Contract Documents for each Prime Contract, and are bound in the Project Manual or available from the Architect.
  - 1. Notice to bidders
  - 2. Instructions to bidders and General Conditions of the Contract
  - 3. Supplementary General Conditions
  - 4. Forms of Proposals
  - 5. Form of Bid Bond
  - 6. Form of Construction Contract
  - 7. Form of Performance Bond
  - 8. Form of Payment Bond

SECTION 01015: ALTERNATES

## 01015.<u>01 GENERAL</u>

#### A. Scope:

- 1. The Contractor shall state on his Proposal the amounts to be added to/subtracted from the Base Bid for each of the Alternates specified herein. Each Alternate price shall cover all costs, by trades, required for that particular part of the work completed, in place and ready for use by the Owner.
  - 2. An Alternate price unaddressed will be considered as "no change" in price.
- 3. The Owner reserves the right to accept any Alternate and amend the Contract accordingly.
- 4. Any Alternate not accepted at the time of the "Notice to Proceed" will be listed with the other Unit Prices of the Contract and will be good for 180 calendar days. If the Alternate has not been accepted and the work made a part of the contract through a change order during this period, the price for each will be adjusted by 6% and remain in effect through the end of the contract.

<u>01015.02</u> BASE BID The work for the RENOVATIONS - SHLIOH VALLEY ELEMENTARY SCHOOL shall be considered as Base Bid.

#### **01015.03 ALTERNATES**

- A. Alternate #1 GYMNASIUM TOILET GROUP State the amount that would be required to ADD the work involved with the Gymnasium Group Toilets as shown and depicted in the Contract Documents.
- B. Alternate #2 TOTAL FIXTURE REPLACEMENT State the amount that would be required to replace all toilet fixtures (lavatories, water closets & urinals) complete as specified for each fixture in the base bid and unit pricing.
- C. Alternate #3 EPOXY FLOOR COATING in lieu of HARD TILE state the amount that would either be required as an addition to or a savings from the base bid price by installing an epoxy floor coating as specified in lieu of the base bid floor tile. Coating to be installed on a properly prepared substrate.

SECTION 01025: ALLOWANCES:

#### 01025.01 **GENERAL**:

- A. Coordinate the requirements of this Section with the requirements of Section 01200: Construction Schedules and Section 01370: Schedule of Values and the drawing sheets as applicable.
- B. Designate in the Construction Schedule the delivery and installation dates for materials covered by allowance.
  - C. Designate in the Schedule of Values quantities of materials covered by allowance.

#### 01025.02 **SCOPE**:

- A. The following cash allowance sums shall be included in the Contract Price. If the actual cost is more than, or less than the allowance, the Contract Price will be adjusted up or down accordingly when the actual cost is determined. Adjustments in the Contract Price will be made by Change Order. The amount of the allowance represents the net cost of materials and equipment delivered to the project site and all applicable taxes.
- B. The Contractor's handling costs on the site, labor, installation costs, profit, overhead, and other expenses contemplated for the cash allowance material and equipment shall be included in the Contract Price since they are not included in the cash allowance sum.
- C. The Contractor shall purchase the cash allowance materials as directed by the Architect on the basis of the lowest responsive bid of at least three (3) competitive bids.

#### 01025.03 ALLOWANCES:

- A. UNFORESEEN CONTINGENCY ALLOWANCE: Allow the following cash allowance sum for unforeseen conditions encountered as hidden conditions not indicated on the project documents:
  - 1. Total Projects: the sum of \$10,000.00

**SECTION 01035: UNIT PRICES** 

#### 01035.01 GENERAL

#### A. Scope:

- 1. The Contractor shall state on his Proposal the amounts to be added to the Base Bid for each of the Unit Prices specified herein. Each unit price shall cover all costs, by trades, required for that particular part of the work completed, in place and ready for use by the Owner. All bonds, insurance, overhead and profit, etc. shall be included per unit specified:
  - 2. A unit price unaddressed will be considered as "no change" in the contract price.
- 3. The Owner reserves the right to issue a change order for any quantity of any unit at any time during the course of the contract and amend the Contract accordingly.
  - 4. Price will be figured by simply multiplying unit price by quantity necessary.
  - 5. All unit prices including any unit price not specifically mentioned herein shall be in accordance with all sections of specifications governing those items.
  - 6. Unit prices shall be applied, as appropriate, to compute the total value of changes, in the scope of the work, in accordance with the contract documents.

#### 01035.02 OWNER ESTABLISHED UNIT PRICES

#### 1. Unit Price No.1:

Description: Unsuitable Soil Replacement (removal and replacement with satisfactory) Cost allowed at unit of measurement (mechanical removal): \$25.00 per cubic yard.

#### 2. Unit Price No. 2:

Description: Mass Rock Replacement (removal and replacement with satisfactory) Cost allowed at unit of measurement: \$90.00 per cubic yard.

#### 3. Unit Price No. 3:

Description: Trench Rock Replacement (removal and replacement with satisfactory) Cost allowed at unit of measurement: \$135.00 per cubic yard.

# <u>01035.03 CONTRACTOR ESTABLISHED UNIT PRICES</u> ( to be completed on Document 04322 and included with Form of Proposal)

- A. Unit prices quoted and accepted shall apply throughout the life of the contract, except as specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work in accordance with the contract documents.
  - a. <u>Unit Price No.1:</u> Water closet wall hung on carrier complete with valve and trim as specified. To also include any necessary and/or required work and/or rework to the chase based drainage and carrier system for a complete operational fixture.

- b. <u>Unit Price No. 2:</u> Lavoratory wall hung on carrier complete with trim and stops, wraps, etc. as specified. To also include any necessary and/or required work and/or rework to the chase based drainage and carrier system for a complete operational fixture
- c. <u>Unit Price No. 3:</u> **Urinal wall hung** on carrier complete with trim and stops, wraps, etc. as specified. To also include any necessary and/or required work and/or rework to the chase based drainage and carrier system for a complete operational fixture

SECTION 01070: SUPPLEMENTAL SECTION

#### 01070.01 GENERAL

- A. These supplemental sheets are a part of the Specifications and are intended to give additional information and/or modify items, which may or may not be noted in the specifications or on the drawings. It is suggested that the Contractor carefully read this section and note changes, additions, etc., in the corresponding section of these specifications.
  - B. This Section will be re-issued after any pre-bid meeting and with any required ADDENDUM.

#### 01070.02 SPECIFICATION MODIFICATIONS

Not Used at This Time

#### 01070.03 ADDITIONAL SPECIFICATIONS

Not Used At This Time

#### 01070.04 DRAWING MODIFICATIONS

Not Used At This Time

#### 01070.05 PRIOR APPROVAL

Not Used At This Time

#### 01070.06 PRE-BID CONFERENCE NOTES

Not Used At This Time

SECTION 01100: SPECIAL CONDITIONS

#### 1.01 GENERAL:

- A. Coordinate the work of this section with specific requirements contained elsewhere in the Contract Documents.
- B. All work performed shall be in accordance with applicable requirements of the Rules and Regulations Governing the Construction Industry, promulgated by the North Carolina Department of Labor.

#### 1.02 INTENT AND WORKMANSHIP:

- A. The work of all trades under this contract shall be coordinated in a manner to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.
- B. The Contractor shall be responsible for making the construction of the habitable structures under this contract rain-proof, and for making equipment and utility installation properly perform the intended function. If he is prevented from so doing by any limitations of the drawings or specifications, the Contractor shall immediately notify the Architect of such limitations before proceeding with construction in the area where the problem or limitation exists.
- C. Miscellaneous items, accessories and parts which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items, accessories, and parts shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics, as specified for the major component of which the miscellaneous item, accessory or part is an essential part, and shall be approved by the Architect before installation. The above requirement, however is not intended to include major components not covered by or inferable from the drawings and specifications.

#### 1.03 DRAWINGS AND SPECIFICATIONS:

A. In order to identify the drawings as Architectural, Plumbing, etc., the following discipline designator prefixes are used, singly or in combination, as part of the sheet numbers:

G	General	Ţ	Interiors
C	Civil	Q	Equipment
L	Landscape	F	Fire Protection
Α	Architectural	T	Telecommunications
S	Structural	R	Resource
P	Plumbing	Н	Hazardous Materials
M	Mechanical	X	Other Discipline
E	Electrical	Z	Contractor/Shop Drawings

- B. The following are sheet type designators:
  - O General (symbols legend, notes, etc.)
  - 1 Plans (horizontal views)
  - 2 Elevations (vertical views)
  - 3 **Sections** (sectional views)
  - 4 · Large Scale Views (plans, elevations, or sections that are not details)
  - 5 Details
  - 6 Schedules and Diagrams
  - 7 User Defined (for types which do not fall in other categories)
  - 8 User Defined (for types which do not fall in other categories)
  - 9 3D Representations (isometrics, perspectives, photographs)
- C. When any feature of the building or other portion of the work occurs more than once, it may be drawn in full once only, and repetitions of the same features may be indicated in outline. It is intended that all such features indicated in outline shall be complete in every detail as shown in the typical instance unless otherwise noted. When any feature is continuous, a portion only may be shown in full and the remainder in outline.
- D. The words "furnish", "furnish and install", "install", and "provide", or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- E. Where reference is given to codes, standard specifications or other data published by regulating agencies or accepted organizations, including National Electric Code, North Carolina State Building Code, Federal Specifications, ASTM Specifications, and various institute specifications, it shall be understood that such reference is to the latest edition, including addenda, published prior to the date of the Contract Documents.

#### 1.04 WORK IN RIGHTS-OF-WAY:

- A. Excavation, grading, fill, storm drainage, paving and any other construction or installation in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), shall be done in accordance with requirements of the authorities having jurisdiction and of applicable requirements of these specifications.
- B. Except as specifically noted otherwise in the Contract Documents, the Contractor shall make all necessary arrangements with the proper authorities, including the obtaining of permits and approval of construction methods, and shall pay all costs charged in connection with the work. Upon completion of such work, Contractor shall present to the Architect certificates, in triplicate, from the proper authorities stating that work has been done in accordance with their requirements, and that all costs charged to the work by them have been paid in full.
- C. The Contractor shall obtain, from the proper governmental agencies, elevations of curbs and gutter, pavement, storm drainage structures, sewer lines and other such items not indicated on the contract documents as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

#### 1.05 ACCESS DOORS AND ELECTRICAL CABINETS:

- A. Access doors and panels, except as otherwise specified in technical sections of the specifications, shall be furnished by the trade requiring them and installed by the trade responsible for the construction item or feature into which they are to be installed.
- B. Tops of adjoining electrical cabinets and other similar items shall be aligned unless otherwise specifically required or approved. All trades shall coordinate their work and cooperate with each other in order to accomplish this requirement.

#### 1.06 PIPE AND CONDUIT SLEEVES:

- A. Sleeve location and setting drawings shall be submitted in accordance with the requirements specified for shop drawings.
- B. All sleeves shall be furnished by the trade requiring the sleeves, and shall be placed by the General Contractor under supervision of the trade requiring the sleeves. The trade placing the concrete or masonry shall cooperate fully with other trades. The General Contractor shall be responsible for scheduling placement of sleeves and for maintaining sleeves in proper location throughout the construction period.
- C. Pipes or conduit passing through concrete or masonry walls shall be provided with black steel pipe sleeves with ends set flush with wall faces. Where water tightness is necessary through such walls, or through floors, the joint between pipe or conduit and pipe sleeves shall be thoroughly caulked.
- D. The General Contractor shall provide headers, filler slabs or widened beams, additional framing, bracing or other supports, as applicable, where the structural system is affected in any manner by sleeves.

#### 1.07 LAYOUT AND COORDINATION:

- A. The General Contractor shall verify grades, lines, levels, and dimensions indicated on the drawings, and shall immediately report inconsistencies discovered during the entire progress of the work. He shall establish and carefully preserve bench marks and reference points. In case of their destruction he shall be charged with replacement, and shall be responsible for any mistakes that may be caused by their loss or disturbance.
- B. As the work progresses, the General Contractor shall establish exact locations of partitions on rough floors as a guide to all trades. Where necessary for accurate location of piping, conduit, and other roughing-in items, location of partitions shall be laid out on subgrade.
- C. All trades shall cooperate in the execution of their work and shall plan their work in such manner as to avoid conflicting schedules or delays of the work.
- D. If any part of a trade's work depends upon the work of another trade, defects which may affect that work shall be reported to the Architect and the defects corrected. Commencement of work where such condition exists will constitute acceptance of the other trade's work as being satisfactory in all respects, except as to defects which may later develop. The Architect will be the judge of quality of work.

E. The work of all trades shall be thoroughly coordinated regarding locations and elevations of piping, conduit, ductwork, fixtures and other items so that such items can be properly installed and used.

#### 1.08 CHANGES TO EXISTING UTILITIES:

A. The Contractor shall be responsible for making all necessary arrangements with power, telephone and other utility companies or corporation for relocating or changing utilities affected by work under this contract.

#### 1.09 CUTTING, DIGGING, FITTING AND PATCHING:

- A. The General Contractor shall cut, fit, and patch the work as necessary to properly connect the various parts and to prepare the work to meet, fit and connect as required parts of the work as indicated or reasonably implied by the Contract Documents. The word "cutting" as used in this subparagraph shall be taken to mean cutting exclusive of core drilling.
- B. The General Contractor shall be entirely responsible for all cutting, digging, fitting and patching required, and shall coordinate the work of all contractors as necessary to provide a complete and finished job.
- C. Exact locations and sizes of openings in floors, walls, partitions, ceilings, etc. shall be coordinated with plumbing, mechanical, electrical and other trades requiring such openings. These openings shall be kept as small as practical, but shall be of adequate size for passage of pipes, conduit and ducts, including insulation and for installation of valves, controls, etc.

#### 1.10 CONSTRUCTION RECORD DRAWINGS:

A. For requirements see Section 01700, Project Closeout

#### 1.11 PUMPING:

A. The Contractor shall provide all labor, pumps or other services, appliances and materials necessary to keep his excavations free of water and in a safe condition at all times during progress of the work.

SECTION 01200: PROJECT MEETINGS

## 1.01 PRE-CONSTRUCTION CONFERENCE:

- A. Immediately following award of the Contracts for the Work, and prior to the starting of any Contract Work, a pre-construction conference will be called by the Architect.
- B. The Architect will give written notice to all Prime Contractors, the Owner and other interested parties as to the time and place of the pre-construction conference.
- C. Each Prime Contractor shall be represented at the pre-construction conference by an authorized representative of the Contractor's office and the designated project superintendent.
- D. The Architect will conduct the pre-construction conference which shall be attended by a representative of the Owner and prospective bidders.
- E. The purpose of the pre-construction conference is to review the requirements of the Project, the Owner and to coordinate activities for all construction.
- F. The Architect will distribute copies of the minutes of the pre-construction conference to all attendees.

## 1.02 PROGRESS MEETINGS:

- A. The Architect will establish and conduct a regular schedule of progress meetings to be held at the job site. Meetings will be held monthly as a minimum.
- B. Each Prime Contractor shall be represented by both office and project personnel. These representatives shall have authority to act on behalf of the Contractor.
- C. These progress meetings shall be open to subcontractors, material suppliers, and any others who can contribute toward maintaining required job progress.
- D. It shall be the principal purpose of these meetings to effect coordination, cooperation, and assistance in every practical way to the end of maintaining progress of the project on schedule in order to complete the project within the contract time.
  - E. The format of the progress meetings shall include the following:
    - 1. Review the minutes of the last progress meeting and resolve all uncorrected problems.
- 2. Review the construction schedule for completion by all Contractors and update as necessary.
  - 3. Review any pending change orders.
- F. The Architect will prepare and distribute minutes of the monthly progress meetings to the Owner and each Prime Contractor.

SECTION 01300: SCHEDULES AND REPORTS

#### 1.1 GENERAL:

- A. Scope: The Contractor shall submit to the Architect such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed under this contract.
- B. <u>Construction Schedule</u>: Within ten (10) days after execution and delivery of the contract the Contractor shall deliver to the Architect an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.
- C. <u>Schedule of Values</u>: Within ten (10) days after execution and delivery of the contract, the contractor shall furnish a detailed schedule of values giving a complete breakdown of the contract price. The values scheduled will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.
- 1. Upon request by the Architect, support values given with data that will substantiate their correctness.
- 2. List sums for materials specified under allowances, if any, and include total quantity and unit price.
- D. <u>Material List:</u> Within ten (10) days after execution and delivery of the contract, the Contractor shall submit, for approval and record, complete lists or schedules of all materials suppliers, and of all proposed construction materials and equipment.
  - 1. Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term equal or equivalent, when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that, in the opinion of the Architect, is suitable for the same use and capable of performing the same function as the material or product specified.
  - Each Contractor shall obtain approval from the Architect for use of materials not mentioned as standard. Such approvals must be obtained as soon after contract award as possible and before any materials are ordered. Applications for approvals shall be made by the Contractor and not the subcontractors or material suppliers. When this list is approved,, no substitutions will be permitted except in unusual or extenuating circumstances. If no list is submitted, it will be assumed that the Contractor will supply materials specified and the Contractor shall be held to this requirement.
  - E. <u>List of Subcontractors:</u> Within ten (10) days after execution and delivery of the contract, the

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Contractor shall submit, for approval and record, the names of the subcontractors proposed for each of the principal parts of the work. The Architect, after due investigation, will notify the Contractor of any reasonable objection to any such proposed subcontractor.

- a. Include Good Faith Efforts "Portions of work to be performed by Minority Firms within 72 hours of Notice of Award.
- F. <u>Record Drawings</u>: The Contractor shall maintain notes of any changes or modifications. Upon completion of project, the Contractor shall note such changes on plans and deliver the plans to the Architect, with final certificates. The Owner will not make final payment until these drawings are in the hands of the Owner.
- G. Reports, Records and Data: The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 1.2 FORM OF SUBMITTAL:

- A. Submit a typewritten Schedule of Values on AIA Document G702 and G703, APPLICATION AND CERTIFICATION FOR PAYMENT, latest edition, which will also be used as the form for Requests for Payment.
- B. Use the Table of Contents of the Project Manual as the format for listing costs of the work for Sections under Divisions 2 thru 16.
  - C. Itemize a separate line item for project administration.
  - D. Itemize a separate line item cost for state and county sales and use taxes.
  - E. Itemize a separate line item for any allowance sum.
  - F. Itemize a separate line item for any unit price.
  - G. Separate each item into a cost for material and labor.

#### 1.3 REVIEW AND RESUBMITTAL:

A. After review by the Architect, if required, revise and resubmit the Schedule of Values following the same procedure as for original submission.

#### SECTION 01340

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### 1.1 GENERAL:

- A. Submit shop drawings, product data and samples required by the specifications sections and as may be required by the Architect, whether or not such drawings, data or samples are specifically mentioned in the technical section of the specifications.
- B. Designate, in the Construction Schedule, dates for submission and dates reviewed shop drawings will be needed for critical items of work.

#### 1.2 SHOP DRAWINGS:

- A. Original drawings, prepared by the Contractor, Subcontractor, Supplier, or Distributor, which illustrate some portion of the Work, showing fabrication, layout, setting or erection details. Sheet size for all shop drawings shall be 30" x 42" maximum.
- B. Identify details by reference to sheet and detail numbers shown on the Contract Documents.
  - C. Five (5) opaque blue line prints shall be submitted for review.

#### 1.3 PRODUCT DATA:

- A. Manufacturer's standard schematic drawings modified to delete information which is not applicable to the project. Supplement standard information to provide additional information applicable to the project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data clearly marked on each copy to identify pertinent materials, products or models; showing dimensions and clearances required, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.

#### 1.4 SAMPLES:

A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product or material, with integrally related parts and attachment devices. Submit a full range of color schemes.

#### 1.5 FIELD SAMPLES AND MOCK-UPS:

A. Erect mock-ups at the project site at a location acceptable to the Architect. Construct each sample of mock-up complete, including work of all trades required in the finished work.

### 1.6 CONTRACTOR RESPONSIBILITIES:

- A. Review Product Data and Samples prior to submission. Verify field measurements, field construction criteria, catalog numbers and similar data.
- B. Coordinate each submittal with the requirements of the work and the Contract Documents. The Contractor's responsibility for errors and omissions in submittals or deviations in submittals from requirements of the Contract Documents is not relieved by the Architect's review of submittals.
- C. Notify the Architect in writing at the time of submission, of deviations in submittals from the requirements of Contract Documents. Begin no work which requires submittals until return of submittals with the Architect's stamp indicating review.
- D. Distribute copies of Product Datum, after approval, to the contractor's file, job site file, record documents file, subcontractors file, supplier, fabricator, and others as may be required.

## 1.7 SUBMISSION REQUIREMENTS:

- A. Schedule submissions to allow adequate time for review. Submit not less than eight copies of Project Datum. Submit the number which the contractor requires for distribution plus the number of copies indicated in specifications sections to be retained by the Architect.
- B. Accompany submittals with a transmittal letter containing the date, project title and number, contractors name and address, the number of each item submitted, and notification of deviations from Contract Documents.
  - 1. Date and revision dates
  - 2. Project title and number
  - 3. Identification of product or material
  - 4. Relation to adjacent structure or materials
  - 5. Field dimensions, clearly identified as such
  - 6. 4" x 5" space on each sheet for the Architect's stamp
  - 7. Identification of deviations from the Contract Documents
- 8. Contractors stamp, initialed or signed, certifying the review of the submittal, verification of field measurements and compliance with Contract Documents. Only drawings or data so annotated will be accepted for review.

## 1.8 RESUBMISSION REQUIREMENTS:

A. Revise initial submittals as required and resubmit as specified for initial submittal. Indicate all changes on submittals which have been made, other than those requested by Architect.

## 1.9 ARCHITECT'S DUTIES:

A. The architect will review submittals with reasonable promptness. The submittals will be reviewed for the design concept of the project and information given in the Contract Documents only. Review of a separate item does not constitute review of an assembly in which the item functions.

## SECTION 01370 SCHEDULE OF VALUES

#### 1.1 GENERAL:

- A. Submit to the Architect a Schedule of Values not more than 10 days after notice to, proceed. This schedule will be used during construction of the project as the basis for the Contractor's applications for payment.
- B. Upon request by the Architect, support values given with data that will substantiate their correctness.
- C. List sums for materials specified under allowances, if any, and include total quantity and unit price.

#### 1.2 FORM OF SUBMITTAL:

- A. Submit a typewritten Schedule of Values on AIA Document G702 and G703, APPLICATION AND CERTIFICATION FOR PAYMENT, latest edition, which will also be used as the form for Requests for Payment.
- B. Use the Table of Contents of the Project Manual as the format for listing costs of the work for Sections under Divisions 2 thru 16.
  - C. Itemize a separate line item for project administration.
  - D. Itemize a separate line item cost for state and county sales and use taxes.
  - E. Separate each item into a cost for material and labor.
  - F. Separate line item for any unit price.

#### 1.3 REVIEW AND RESUBMITTAL:

A. After review by the Architect, if required, revise and resubmit the Schedule of Values following the same procedure as for original submission.

## SECTION 01400

#### TEMPORARY FACILITIES AND CONTROLS

PART 1:

**GENERAL** 

1.4 SCOPE:

- A. Except as specified herein, the General Contractor shall provide and pay all costs for temporary utilities during construction of the project.
- B. The General Contractor shall be responsible for compliance with codes, ordinances, and requirements of local officials for temporary facilities and controls and safety and health requirements related thereto.

### 1.2 TEMPORARY FIELD OFFICE AND SHEDS:

- A. OFFICE: The General Contractor shall provide and maintain a suitable temporary field office at the project site for his own use and the use of representatives of the Owner and/or the Architect.
- 1. The office shall be provided with adequate heat, electric lighting, telephone, file racks for storage of drawings, counter top for drawing references, storage shelves, a desk and minimum of six (6) chairs, in addition to furnishings required by the Contractor for his own use.
- 2. Locate office where indicated and remove when work is completed, or as directed by the Architect.
- B. SHEDS: Each Contractor shall provide and maintain such additional offices, storage sheds and other temporary buildings or trailers on the project site as required for his own use.
  - 1. Location of sheds and trailers shall be approved by the Architect.
  - 2. Remove sheds when work is completed or as directed by the Architect.

# 1.3 TEMPORARY SCAFFOLDS, STAGING & SAFETY DEVICES:

- A. All construction shall be temporarily braced against wind loading, construction loads and other loads to prevent damage or displacement until such time as the project is complete. Adequacy of such temporary bracing is the sole responsibility of the contractor.
- B. Temporary shoring of walls shall be furnished as required to prevent displacement of walls during backfilling.
  - C. The Contractor shall furnish, erect, maintain and remove all scaffolding including

ladders, stairs, ramps, runways, derricks, racks, hoists, elevators, rubbish chutes and other temporary structures or equipment necessary for construction of the work. The contractor shall furnish, erect, maintain and remove all necessary shoring and be responsible for the and strength of same. All scaffolding and shoring shall conform to requirements of all governing authorities having jurisdiction over same.

- D. The contractor shall underpin and shore construction as necessary. Strength of underpinning and shoring shall be sufficient to support all loads plus allowance for construction loading and impact.
- 1. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the project.

#### 1.4 TEMPORARY WATER DURING CONSTRUCTION:

- A. The General Contractor shall make the necessary arrangements to provide all water required during the entire construction period.
- B. Where the installation of a water meter is required to obtain temporary water, install meter of size to accommodate requirements of the finished building.
- 1. All tap fees and associated connection costs shall be borne by the Plumbing Contractor.
- 2. The metered cost of all water used during the project shall be borne by the General Contractor.
- C. Where the water system at the project site does not have sufficient pressure to provide water at outlets, the Contractor shall provide temporary pumps, tanks, and compressors as necessary to produce the required pressures.
- D. The permanent water service main shall be installed as soon as possible. From this service main the Contractor shall extend risers, with necessary valve and drip, through the building as the work progresses and as required. Provide 3/4" hose bibs 18" above the floor. Connect risers to temporary pump when required. Make provisions by insulating or otherwise to prevent from freezing. Remove temporary piping as directed by the Architect.

## 1.5 TEMPORARY ELECTRICITY DURING CONSTRUCTION:

- A. General: The Electrical Contractor shall make the necessary arrangements and provide all temporary electrical service and lighting required during the entire construction period. The metered cost of electricity used shall be borne by the General Contractor
  - B. Capacity and Type: The electrical service shall be of sufficient capacity and

characteristics to supply the proper current for the various types of construction tools, motors, welding machines, lights, heating plant, air conditioning system, pumps, and other work required.

- 1. All necessary temporary wiring, panelboards, outlets, switches, lamps, fuses, controls, and accessories, except extension cords, shall be provided.
  - 2. A sufficient number of electrical outlets shall be provided.
- 3. The materials used for temporary service shall not be used in the permanent system.
- C. Electricity During Partial Occupancy: Should a portion of the building be occupied by the Owner prior to substantial completion, the metered cost of electricity for the occupied portion will be borne by the Owner from the time of partial occupancy until final acceptance.

### 1.6 TEMPORARY TOILET FACILITIES:

- A. General: The General Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction.
- 1. Locate toilets where directed; relocate inside building as soon as work will allow and as directed by Architect.
- 2. Keep toilets clean and comply with all Local, State and Federal health requirements and sanitary regulations.
  - 3. Toilet facilities shall consist of the prefabricated chemical type.
  - 4. Remove temporary toilets when directed by the Architect.
- 5. The permanent plumbing fixtures shall not be used by the contractor and the work force of the project.

# 1.7 COLD WEATHER PROTECTION & TEMPORARY HEAT

- A. Extent: The General Contractor shall provide at his own expense all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out the building and to provide suitable working conditions for the installation and curing of materials until final acceptance by the Owner.
- B. Methods: The methods of heating and the type of fuel and equipment used shall be subject to approval by the Architect. After building is completely enclosed, the permanent heating system may be used upon approval of the Mechanical Contractor, to dry out the building and to provide suitable working conditions in all or various parts thereof as soon as practical.
- C. Preparation of Heating System: If permanent electrical service is not yet available, the Electrical Contractor shall install temporary service of the proper characteristics for the operation of

the heating plant. Temporary connections, controls, and other arrangements shall be installed by the Contractor to permit the most efficient use of the heating system, or parts thereof. The Mechanical Contractor shall be responsible for the use of the permanent heating system for the purpose described and shall pay all costs in connection therewith.

- 1. Such use shall not relieve the Mechanical Contractor of his responsibility to turn over the system to the Owner in perfect condition on completion of the project.
  - 2. Such use shall not shorten the stipulated guarantee/warranty period.

#### 1.8 TEMPORARY AIR CONDITIONING:

A. The permanent system shall not be utilized except as specifically approved by the Owner and Architect in writing.

#### 1.9 LIFTING DEVICES & HOISTING FACILITIES:

- A. The Contractors shall provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials and provide operating personnel for equipment as required to accomplish their work.
- 1. Equipment shall be provided with proper guys, bracing, and other safety devices as required by Local, State, and Federal codes.
- 2. Remove towers and hoisting equipment when they are no longer needed or required.

#### 1.10 · WATCHMEN:

A. Contractors, at their option, may employ a watchman to guard the site and premises of the project.

#### 1.11 FENCES AND BARRICADES:

- A. Safety Barricades: The contractor shall provide fences, guard rails, and/or barricades as required for protection of workmen, property and the general public and as shown or indicated on the drawings.
- B. Dust Barricades: The contractor shall provide dus tbarricades as required for protection of facilities and new finishes from dust resulting from construction operations.
- C. Sound Barricades: The contractor shall provide sound (noise) barricades as required to protect workmen and other personnel on construction site from excessive noise levels.
- D. Temporary Enclosures: The contractor shall provide temporary building enclosures as required for protection of all work from low temperatures and foul weather.

End of Section 01400

## SECTION 01500 CLEANING

#### 1.1 GENERAL:

- A. Coordinate the requirements of this Section with cleaning requirements specified in each section of the technical specifications.
- B. Maintain the project premises and public properties free from accumulations of waste, debris, and rubbish, caused by construction operations.
- C. Each Contractor shall maintain his site of work in an orderly fashion. Debris and surplus materials and unused tools and equipment shall be removed from the site.
  - D. All work shall be left broom clean upon completion and prior to acceptance.
- E. Each Contractor shall clean streets and traffic areas which become dirty from his operation.

#### 1.2 HAZARDS CONTROL:

- A. Prevent the accumulation of wastes which create hazardous conditions. Store volatile wastes in covered metal containers, and remove from premises daily. Provide adequate ventilation during use of volatile or noxious substances and materials.
- B. Conduct cleaning and disposal operations in strict compliance with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on the project site. '
- 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams, waterways, or open drainage ways.

#### 1.3 MATERIALS:

- A. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned or as specified in the technical sections of the specifications.
- B. Use cleaning materials only on the surface for which they are intended. Protect adjacent surfaces.

#### 1.4 CONSTRUCTION CLEANING:

- A. Execute cleaning to ensure that the building, grounds, and public properties are maintained free from accumulations of waste materials. Provide suitable approved containers on the site for collection of waste materials, debris and rubbish.
- B. At reasonable intervals during the progress of the work, clean the site and public properties, and legally dispose of waste materials, debris and rubbish at dumping areas off the Owner's property.
- C. Schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not interfere with work in progress or contaminate newly finished surfaces. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

#### 1.5 FINAL CLEANING:

- A. At final inspection the building shall be clean and completely prepared for occupancy without additional cleaning by the Owner. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for final inspection, conduct an inspection of exposed and concealed interior and exterior surfaces.
- · C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to a shine finish.
- D. Repair, patch and touch-up marred surfaces to their specified finish. Replace if damaged beyond repair, at no additional cost to the Owner.
  - E. Broom clean and wash down paved surfaces; rake clean other surfaces of grounds.
- F. Replace mechanical system filters, if the system was operated during construction. Also, clean ducts, blowers, and coils.

#### SECTION 01630

#### SUBSTITUTIONS AND PRODUCT OPTIONS

#### 1.1 GENERAL:

· A. The term "Product" as used in this and other sections of the specifications includes materials, systems and equipment.

#### 1.2 PRODUCT LIST:

- A. Within 20 days after award of the Contract, the Contractor shall submit to the Architect a complete list of all products which are proposed for use on the project.
- B. The list shall be submitted on the Contractor's letterhead and, in the case of substitutions, shall be accompanied by supporting data specified herein.
- C. For products specified by reference to industry standards, insure that the listing of each product includes the required performance and test data, and the referenced standards.

#### 1.3 CONTRACTOR'S OPTIONS:

- A. Where several materials or processes are specified by trade name, manufacturer's name, or by catalog reference, the contractor my select any of those specified.
- B. Whenever an item or class of material or process is specified exclusively by trade name, by manufacturer's name or by catalog reference, only such item shall be used, unless the Architect's approval for substitution is secured in writing.
- C. Should the Contractor desire to substitute another material or process for one or more specified by name, he shall apply in writing for such substitution in the manner required hereinafter.

#### 1.4 SUBSTITUTIONS:

- A. Within 20 days after the date of the Contract, the Architect will consider formal requests from the Contractor for substitutions of products in place of those specified.
- B. Submit four copies of the request for substitution. Include in the request complete data substantiating compliance of the proposed substitution with the Contract Documents as follows:
- 1. Itemized comparison of proposed substitution with product or method specified.
  - 2. Data relating to changes in the Progress Schedule.
  - 3. Accurate cost data on proposed substitutions in comparison with the product or

#### method specified.

- C. For product substitutions submit the following:
  - 1. Product identification, including manufacturer's name and address.
  - 2. Manufacturer's literature, including product description, performance and test data, and referenced standards.
  - 3. Name and address of similar products on which the product was used, and date of installation.
  - 4. Samples whenever possible.
- D. For construction method substitutions, submit a detailed description of the proposed method, including necessary drawings to illustrate the method fully.
  - E. In making the request for substitution, the Contractor represents the following:
    - 1. He has personally investigated the proposed product or method, and has determined that it is equal or superior in all respects to that specified.
  - 2. He will provide the same guarantee for the substitution as for the product or method specified.
  - 3. He will coordinate the installation of the accepted substitution into the work, making such changes as may be required for the work to be completed in all respects.
  - 4. He waives all claims for additional costs related to the substitution which consequently become apparent.
  - 5. Cost data is complete and includes all related costs under his Contract or any other Contracts.

#### 1.5 BASIS FOR REJECTION

A. Substitutions will not be considered if they are indicated or implied on shop drawings or project data submitted without a formal request submitted in accordance with the requirements of this section, or if acceptance will require substantial revision of Contract Documents.

## SECTION 01700 CONTRACT CLOSEOUT

#### 1.1 GENERAL:

- A. At completion of the Project, two reviews will be performed by the Architect to establish acceptance of the work. The terminology of these reviews shall be:
- 1. Preliminary Review: The preliminary review will establish a checklist of items to be corrected and completed before the Final Review.
- 2. Final Review: The final review will determine whether items on the checklist have been corrected and completed and whether the Owner can accept the work.

#### 1.2 PRELIMINARY REVIEW:

- A. The Contractor shall submit written certification to the Architect that the project is substantially complete and shall submit, if any, a list of major items to be complete or corrected.
- B. The Architect will make a preliminary review after receipt of the certification, together with the Owner's Representative. A checklist of items will be prepared for correction and completion before the Final Review.

#### 1.3 FINAL REVIEW:

- A. The Contractor shall submit written certification that the Project is completed and ready for final inspection and that the work has been inspected for compliance with, and has been completed in accordance with the Contract Documents and that all items contained in the preliminary review list have been corrected or completed.
- B. The Architect and the Owner will make the final inspection within seven days after receipt of certification. Should the Architect consider that the work, or designated portion thereof, is finally complete in accordance with the requirements of the Contract Documents, he will request the Contractor to make Project Closeout Submittals.
- C. Should the Architect consider that the work, or designated portion thereof, is not finally complete, he will notify the Contractor in writing, stating the reasons.
- D. The Contractor shall take immediate steps to remedy the stated deficiencies; and shall send a second written notice to the Architect certifying that the work, or designated portion thereof, is complete, at which time the work, will be reinspected.

E. Major deficiencies occurring at the Final Review may subject the Contractor(s) to reinspection costs incurred by the Owner.

# 1.4 CLOSEOUT SUBMITTALS:

- A. Coordinate with other sections of DIVISION 1 and the technical sections of the specifications. Submittals shall include, but are not limited to, the following:
  - 1. Project Record Documents
  - 2. Operation and Maintenance Data
  - 3. Guarantees, Warranties and Bonds
  - 4. Spare Parts and Maintenance Materials
  - 5. Certificate of Insurance for Products and Completed Operations
- 6. Deliver evidence of compliance with requirements of governing authorities for mechanical plumbing and electrical systems.

# 1.5 RECORD DRAWINGS:

- A. Contractor shall maintain a white-print set (blue-line or black-line) of contract documents and shop drawings in clean, undamaged condition, with mark-up of actual installation, which vary substantially from the work as originally shown.
- B. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however' where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.
- C. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
- D. Mark-up new information, which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings.
- E. Give particular attention to concealed work, which would be difficult to measure and record at a latter date.
  - F. Note related change-order numbers where applicable.

# 1.6 RECORD SPECIFICATIONS:

- A. Contractor shall maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued.
  - B. Give particular attention to substitutions, selection of options, and similar information

on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.

- C. Note related record drawing information and product data, where applicable.
- D. Upon completion of mark-up, submit to Architect for incorporation into Owner's records.

# 1.7 OPERATING MANUALS AND INSTRUCTIONS:

- A. The Contractor shall furnish to the Owner, through the office of the Architect, four copies of all operating manuals, instruction books, parts lists, installation drawings, etc., for all items of equipment furnished under the contract. It shall be the Contractor's responsibility to satisfy the Architect's and the Owner's requirement regarding such data. Submit in properly labeled and indexed ring-type binders.
- B. On completion of the work, or designated portion thereof, and before final acceptance by the Owner, the contractor shall have his authorized representative visit the Project and give full instructions to the Owner's designated personnel regarding operation, maintenance, care, and adjustment of all equipment and special construction elements.

# 1.8 EVIDENCE OF RELEASE FOR PAYMENT:

- A. All submittals shall be duly executed before delivery to the Architect. Submittals shall be executed on Standard AIA forms, available from the Architect, as follows:
  - 1. Contractor's Affidavit of Release of Liens
  - 2. Contractor's Affidavit of Payment of Debts & Claims
  - 3. Consent of Surety Company to Final Payment

# 1.9 VALUE OF PROJECT CLOSEOUT:

This project is intended to achieve Project Closeout no later than 60 days after Substantial Completion. Project Closeout includes the following:

- 1. Satisfactory completion of all punch list items.
- 2. Submittal of Complete Operation and Maintenance Manuals.
- 3. Submittal of Project Record Drawings.
- 4. Final Approvals from Authorities having Jurisdiction (AHJ's)
- 5. Final Application for Payment.

# 1.10 FINAL PAYMENT

- A. The Contractor shall submit the final Application and Certificate for Payment in accordance with the General Conditions and Supplementary General Conditions.
  - B. The Architect will issue the final Certificate for Payment in accordance with the provisions of the General Conditions.

END OF SECTION 01700

DIVISION 9

SECTION 09300: TILE WORK

PART 1: GENERAL

1.1 SCOPE:

# A. RELATED WORK SPECIFIED ELSEWHERE:

- 1. Coordinate work of this section with General Requirements of Division 1.
- 2. Cast-In-Place Concrete (Section 03300)
- 3. Toilet Partitions (Section 10160)
- 4. Toilet Accessories (Section 10800)

# B. WORK INCLUDED IN THIS SECTION:

1. Ceramic wall and floor tile, marble thresholds and porcelain ceramic floor tile for a complete and finished installation by the specified methods and as indicated on the drawings.

# 1.2 INDUSTRY STANDARDS:

- A. REFERENCES: Some products and execution are specified in the Section by reference to published specifications or standards as listed below. All specifications and standards are the latest edition.
  - 1. American Society for Testing and Materials (ASTM))
  - 2. American National Standards Institute (ANSI)
  - 3. Tile Council of America, Inc. (TCA)
- B. MANUALS: The Project Superintendent and the tile contractor shall have on the project site copies of referenced ANSI and TCA standards and shall be familiar with the contents thereof.

# 1.3 QUALITY ASSURANCE:

# A. MANUFACTURES:

- 1. Standard: For purposes of designating type and quality for the work under this Section, Drawings and Specifications are based on products manufactured or furnished by the Manufacturers listed herein. Where products or materials are specified "as recommended by the manufacturer" or in compliance with standard specifications, submit proprietary materials list as specified herein.
- 2. Acceptable Manufacturers: Products of the following manufacturers meeting or exceeding this specification will be acceptable for use on the Project: (See also Product Schedule on Project Drawings)
  - a. Ceramic Tile: American Olean, Dal-Tile, Midstate Tile, Florida Tile
  - b. Mortars and Grouts: L&M, laticrete, H.B. Fuller, American Olean.

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- c. Marble Thresholds: To dimension indicated and/or required.
- d. Porcelain Ceramic Tile: Crossville, Dal-Tile
- B. INSTALLER QUALIFICATIONS: The installer of this materials shall have a minimum of five years experience in the installation of tile work and shall show evidence of satisfactory completion of at least three projects of equivalent scope.

# 1.4 SUBMITTALS:

- A. SAMPLES: Submit in duplicate 12 inch by 12 inch mounted samples of floor tile and 12 inch by 12 inch mounted samples of wall tile for review by the Owner and the Architect.
  - B. CERTIFICATES: Submit the following in accordance with Section 01340:
- 1. Master Grade Certificate: Issued and signed by the manufacturer when tile is shipped, stating that tile complies with ANSI A137.1 Standard Grade Tile, and indicating identification marks for tile packages, and name and location of project.
- 2. Product Certification: Manufacturers of proprietary mortars, adhesives and grout shall certify that materials are suitable for the intended use and meet or exceed the required ANSI standards.
- 3. Manufacturer's Instructions: Furnish the manufacturer's instructions for the use of all proprietary mortars, grouts, adhesives and additives.
- 4. Materials List: Prior to starting tile work installation, the contractor shall submit for approval by the Architect a complete list of all materials to be used in tile installation. The list shall include the proprietary name, generic name and applicable standards conformance certification for each material including mortars, grouts, adhesives, additives and others the Architect may require.

# 1.5 PRODUCT LABELING, DELIVERY AND HANDLING:

- A. GENERAL: Deliver materials to the project in the manufacturer's original, unbroken, sealed containers with labels legible and intact, identifying brand name and contents, and with grade seals by manufacturer in accordance with ANSI A137.1. Deliver manufactured mortars and grouts containing hallmarks certifying compliance with referenced standards.
- B. STORAGE: Store materials under cover in a manner to prevent damage or contamination. Keep tile cartons dry. Remove materials in broken, wet or damaged containers from the project site.

# 1.6 JOB CONDITIONS:

- A. ENVIRONMENTAL: Set and grout tile in Portland Cement mortar when the ambient temperature is at least 50 degrees F. and rising. Comply with minimum temperature recommendations of manufacturers for bonding and grouting materials in other than Portland Cement mortar.
- B. PROTECTION: Protect adjoining surfaces not receiving this material from damage or contamination.

C. COORDINATION: Schedule and coordinate tile work with other trades. Do not proceed until other work and project conditions are as required to achieve satisfactory results. Coordinate carefully with work in Divisions 15 and 16 of the specifications.

# PART 2: PRODUCTS

- 2.1 TILE: (see also Product Schedule on Project Drawings)
- A. CERAMIC FLOOR TILE: Unglazed ceramic tile conforming to ANSI A137.1 -1980. Provide bull nose, cove tiles and other required accessory tiles matching field tile in color, texture and quality. See plans for any pattern and/or sizes.
- B. CERAMIC WALL TILE: Glazed ceramic tile conforming to ANSI A137.1 1980. Provide bull nose, cove tile and other required trim pieces as may be required matching field tile in color, texture and quality. See plans for any pattern and/or sizes.
  - C. PORCELAIN FLOOR TILE: as shown
  - D. EXTERIOR STONE: as scheduled.
  - D. SIZE AND COLOR: Sizes and colors of tile for floors and walls shall be as indicated on the drawings or in the finish schedule. Sizes and colors not so indicated will be selected by the Architect from price group specified (if not specified, from full mid-price range of color).

### 2.2 SETTING MATERIALS:

- A. PORTLAND CEMENT MORTAR:
  - 1. Portland Cement: ANSI 118.4
  - 2. Sand: ASTM C144
  - 3. Hydrated Lime: ASTM C207 Type 5
  - 4. Water: Clean and drinkable
  - 5. Mortar Bed Reinforcement: WWF, 2" x 2", 16/16, ASTM A175.
- B. THIN SET MORTAR: Conforming to ANSI A118.4 and equal to Hydroment #716 Single-Flex Thin-Set Mortar.

# 2.3 GROUTING MATERIALS:

- A. GLAZED CERAMIC TILE: Latex modified Portland Cement grout conforming to ANSI A118.6 1985. Colors shall be selected by the Architect from the manufacturer's complete color range for the price group specified.
- B. UNGLAZED CERAMIC TILE: Latex modified Portland Cement grout conforming to ANSI A118.6 1985. Colors shall be selected by the Architect from the manufacturer's complete color range for the price group specified.

C. PORCELAIN CERAMIC TILE: Latex modified Portland Cement grout conforming to ANSI A118.6 1985. Colors shall be selected by the Architect from the manufacturer's complete color range for the price group specified.

# 2.4 INSTALLATION ACCESSORIES:

- A. SEALANT: For control joints where indicated and/or required, use silicone rubber sealant equal to DOW CORNING 784.
- B. CONTROL JOINT BACKUP: Flexible compressive type non-staining and compatible with specific sealant.
- C. THRESHOLDS: Honed marble thresholds to adjust between tile and other floor finishes. Provide sizes and profiles indicated on the drawings. Color of marble thresholds shall be in the same color family as the floor tile color and will be selected by the Architect from actual stone samples.

# PART 3: EXECUTION:

# 3.1 CONDITION OF SURFACES TO RECEIVE TILE

A. GENERAL: Surfaces shall be firm, dry, clean and free of oily or waxy films. Grounds, anchors, plugs, hangers, bucks, electrical and mechanical work shall be installed prior to proceeding with tile work. Report any unsatisfactory conditions to the Architect.

# B. INSPECTION:

- 1. Prior to starting tile installation, examine surfaces to receive toilet partitions and accessories for defects or conditions adversely affecting quality and execution of installation and deviations beyond allowable tolerances of surfaces to receive tile. Do not proceed with installation work until unsatisfactory conditions are corrected.
- 2. Insure that blocking, bracing, supports and other items have been installed properly to receive item requiring anchors that will penetrate the tile installation. Insure that the polyethylene vapor barrier has been installed where indicated. Install vapor barrier in shingle fashion lapping 2".
- C. COORDINATION: Insure that drains and other items penetrating tile installation are installed and set at the correct level.
- D. VARIATION OF SURFACES: Maximum variation of wall and floor surfaces to receive tile shall be 1/8" in 10 feet.

# 3.2 INSTALLATION:

# A. WORKMANSHIP:

1. General: Use all products in strict accordance with recommendations and directions of

manufacturers and proportion all mixes in accordance with latest ANSI Standard Specifications.

2. Cutting and Fitting: Smooth all exposed cut edges; nibbled edges are not acceptable. Clean cut edged before installing tile. Fit tile carefully against trim and accessories, around pipes, electrical boxes, and other built-in fixtures so that escutcheons, plates and collars will completely overlap cut edges.

# B. LAYOUT:

- 1. Locations: Determine locations of all movement joints and locations of all accessories before starting tile work. Lay out all tile work so as to minimize cuts less than one-half size. Locate cuts in both walls and floors so as to be least conspicuous. Lay out tile to next full tile beyond dimensions shown.
- 2. Joints: Align all wall joints to give straight uniform grout lines, plumb and level; align all floor joints to give straight uniform grout lines parallel with walls. Make joints between tile sheets the same width as joints with sheets so extent of each sheet is not apparent in finished work.
  - C. PATTERN: See plans and details for any pattern.

# 3.3 SETTING METHODS:

- A. INTERIOR FLOORS: For porcelain ceramic tile, use mud set method as detailed on drawings. Install tile in accordance with ANSI A108.5 ass applicable with project conditions.
  - B. INTERIOR WALLS: Use thin set methods.
- C. MARBLE THRESHOLDS: Scribe ends of thresholds to fit neatly against door frames. Set true and level in a thin, solid bed of mortar. Point threshold base flush with adjoining tile floors.
  - D. EXTERIOR FLOORS: Use "Laticrete Plaza & Deck System"

# 3.4 GROUTING:

- A. GENERAL: Mix grout in strict accordance with the manufacturer's printed instructions. Follow instruction carefully for mixing, slaking and tooling.
- 1. When grouting freshly laid tile, make certain that traffic and grouting will not cause movement of tile. Protect floors by using kneeling boards.
- 2. When grouting within 12 hours of installation, do not use excessive water. Use a minimum amount of water when removing paper from face mounted tile. When grouting after 48 hours of installation, dampen the surface to prevent rapid setting of the material on surface and joints.
- 3. Force grouting material into joints using diagonal strokes across joints. Remove excess grout from surface. Use sufficient grout to completely fill air pockets and voids.
- 4. Allow grouted joints to become firm. When film on surface of tile becomes slightly dry, remove grout from tile surface using a damp sponge; rinse sponge in clean water frequently.

# 3.5 COMPLETION:

- A. CLEANING: Acid cleaning of the tile will not be permitted. Clean tile surfaces thoroughly after completion of grouting. Remove all grout haze. Rinse tile work thoroughly with clean water before and after cleaning. Clean tile only with a mild detergent and water. Polish tile with a soft cloth after cleaning.
- B. PROTECTION: Prohibit all foot and wheel traffic from using newly-tiled floors for seven days; thereafter, cover all tile floors with heavy duty, non-staining construction paper, masked in place. Remove paper and reclean and repolish tile as required before final acceptance.

# SECTION 09900 PAINTING

PART 1: GENERAL

# 1.1 ' SCOPE:

# A. RELATED WORK SPECIFIED ELSEWHERE:

- 1. Coordinate work of this section with General Requirements of Division 1.
- 2. Coordinate work of this section with painting requirements of each section of the specifications in Divisions 2 through 14.
  - 3. Painting requirements of Divisions 15 and 16.
  - 4. Casework

# B. WORK INCLUDED IN THIS SECTION:

- 1. Finish painting of expose surfaces as indicated on drawings and as specified. The term "paint" as used in this section, includes emulsions, enamels, paints, varnishes, stains, oils, and other coatings whether used as prime, intermediate or finish coats.
- 2. Surfaces to be Painted: Complete coverage of all exposed surfaces is intended without restricting the extent of the work to be performed. The work includes, but is not limited to, the following:
- a. Wood: Painting of all exposed woodwork and of all millwork except that specified to be prefinished.
- b. Ferrous Metal: All exposed surfaces of ferrous metal work, including galvanized, both exterior and interior of building that is not finish painted under other sections.
- c. Gypsum Drywall: All exposed surfaces except that specified to receive wall covering or other finishes.
- d. Mechanical and Electrical Equipment: Painting of all exposed mechanical piping, conduit, ductwork, equipment and exposed insulation in all areas except mechanical equipment rooms, unless otherwise noted. Piping in mechanical equipment room shall be painted under that Division in accordance with the requirements of this section.

- 3. Surfaces Not to Be Painted: The following areas or items will not require painting under this section, unless otherwise noted:
  - a. Ducts, shafts, concealed spaces, concealed pipes and ducts.
  - b. Nonferrous metal and stainless steel
  - c. 'Acoustical tile and suspension system
  - d. Manufactured item with factory finish
- 4. Coordination With Other Trades: Schedule and coordinate the work of this section with other trades or contractors. Do not proceed until other work or project conditions are as required to achieve satisfactory results. The Contractor shall examine the specifications for the various other trades and materials and shall thoroughly familiarize himself with all their provisions regarding painting.

# 1.2 INDUSTRY STANDARDS:

- A. REFERENCES: Some products and execution are specified in the Section by reference to published specifications or standards as listed below. All specifications and standards are the latest edition.
  - 1. American Society for Testing and Materials (ASTM))

# 1.3 QUALITY ASSURANCE:

# A. MANUFACTURES:

- 1. Standard: For purposes of designating type and quality for the work under this Section, Drawings and Specifications are based on products manufactured or furnished by ICI **Dulux Paint'Stores**, unless specified otherwise.
- 2. Acceptable Manufacturers: Products of the following manufacturers will be acceptable for use on the Project when approved in writing by the Architect for the function, arrangement and compatibility with other work in the Project.
  - a. Benjamin Moore and Company
  - b. Sherwin-Williams Company
  - c. Thoro System Products, Inc.

# 1.4 SUBMITTALS:

A. COLOR SCHEDULE: The Architect will furnish to the Contractor a color schedule showing where the various colors will be used.

- B. LIST OF PROPOSED MATERIALS: The Contractor shall verify, in writing, that he intends to apply the proprietary products listed in the Paint Schedule. Include in this submittal full identifying product names and catalog numbers, manufacturer's stock number, contents by volume for major pigment and vehicle constituents (label analysis).
- C. CERTIFICATES: The Contractor, if required, shall furnish as affidavit certifying that the materials or products delivered to the project meet the requirements specified and were applied in the number of coats specified. However, such certification shall not relieve the Contractor from the responsibility of complying with any added requirements specified herein.

# 1.5 MOCK-UP:

A. Before proceeding with painting, finish one or more complete space or spaces selected by the Architect, representative of typical job surfaces and conditions and final lighting conditions. Include selected colors, finished texture, materials and workmanship. After approval, the sample space or area will serve as a quality control standard for similar work throughout the Project.

# 1.6 PRODUCT HANDLING:

- A. DELIVERY: Deliver paints, enamels, lacquers, sealers, stains, varnish, paste fillers and similar materials to the project in the manufacturer's original sealed containers clearly showing the designated name, formula and specification number, batch number, color, date of manufacturer, manufacturer's directions and name of manufacturer.
- B. STORAGE: Store all materials in a single space or area. Keep the storage area neat and clean. Repair all damage to the space at no additional cost to the Owner. Remove soiled or used rags, waste and trash from the building every night and take precaution against fire hazards. Protect emulsion paints from exposure to cold weather by storing in shelters adequate to prevent freezing of the paint.

# 1.7 ENVIRONMENTAL CONDITIONS:

- A. INTERIOR PAINTING: Do not apply paint until masonry, plaster and other wet work is completely dry and provide adequate ventilation for escape of moisture from building in order to prevent mildew, damage to other work and improper drying of paint. Once painting has commenced, provide constant temperature of 65 degrees F. or above and prevent wide variations in temperature that might result in condensation on freshly painted surfaces.
- B. EXTERIOR PAINTING: Do not apply when the temperature is below 50 degrees F., while surfaces are damp, during rain or when temperature is likely to drop to freezing within 24 hours. Avoid painting surfaces while they are exposed to hot sun. During periods of inclement weather, painting may be continued by enclosing the surfaces with temporary shelters and applying

artificial heat, provided the temperature requirements are maintained.

- C. CLEANING AREA: Before painting is started in any area, broom clean and remove dust. After painting operations begin in a given area, broom cleaning will not be allowed; clean area only with commercial vacuum cleaning equipment.
- D. ILLUMINATION: Provide adequate illumination in all areas where painting operations are in progress.

# 1.8 PROTECTION:

- A. DROP CLOTHS: Protect adjacent areas and surfaces by the use of drop cloths or other precautionary measures.
- B. HARDWARE AND FIXTURES: Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items; or provide ample in-place protection. Upon completion of each space, carefully replace all removed items. This work shall be done only by skilled mechanics, using adequate tools commensurate with the work to be done.
- C. GLAZING AND STOREFRONT: Cover and mark all glazing, storefront or windows before painting. Remove any paint on glazing, storefront or windows under supervision of the Contractor, following the glazing manufacturer's and storefront manufacturer's recommendations to avoid damage to glazing and aluminum finishes or coatings.
- D. AIR HANDLING EQUIPMENT AND DEVICES: Prevent infiltration of paint into duct system. If paint is applied by spray method before painting begins, cover all grilles, registers, and diffusers except where noted otherwise.

# PART 2: PRODUCTS

# 2.1 MATERIALS:

A. TINTING MATERIALS: Deliver paint to the project ready-mixed, except for tinting of undercoats and possible thinning. Use only tinting materials recommended by the manufacturer for the particular materials to be tinted.

# B. THINNING MATERIALS:

- 1. Thinner: Type and product recommended by the paint manufacturer.
- 2. Turpentine: Gum spirits of turpentine, conforming to ASTM D13.
- 3. Mineral Spirits: Conforming to ASTM D235.
- C. SHELLAC: Pure white gum cut in pure denatured alcohol

- D. PUTTY: Commercial grade of putty composed of linseed oil, whiting, and white lead.
- E. METAL CLEANERS: Cleaners manufactured by Anchem Products, Inc., Ferndale MI for specified metal listed below:
  - 1. Galvanized Steel or Iron: "Galvaprep No. 5"
  - 2. Bare Steel or Iron: "Metalprep No. 79"
- F. ACCESSORY MATERIALS: Provide all required ladders, scaffolding, drop cloths, masking, scrappers. tools, sandpaper, dusters, cleaning solvents and other items to perform the work and achieve the results specified in this section.
- G. APPLICATION EQUIPMENT: Application equipment is not required to be new. However, use only equipment that is adequate and commensurate for the work and workmanship required herein.
- H. PAINTS AND COATINGS: Paints and coatings listed in the schedule of painting were selected from catalog data of **ICI Dulux Paint Stores**. In the event of substitutions selected from the approved list of manufacturers, submit a complete list of paints showing proposed substitutions of each material.
  - I. ACID ETCH: One (1) part Muriatic Acid to three (3) parts water.

# PART 3: EXECUTION:

# 3.1 INSPECTION OF SURFACES:

A. GENERAL: Before starting application, examine surfaces to receive paint for defects which cannot be corrected by the procedures specified under "Preparation of Surfaces" and which might prevent satisfactory results. Do not proceed until such defects are corrected. Commencing of work shall constitute acceptance of the surfaces, and thereafter the painting contractor shall be fully responsible for satisfactory work.

# 3.2 PREPARATION OF SURFACES:

# A. GENERAL REQUIREMENTS FOR PREPARATION:

1. Apply paints only to surfaces that are completely free of surface moisture as determined by sight or touch. Do not apply paint to surfaces upon which there is visible frost or ice.

- 2. Remove, where possible, hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in contact with or adjacent to, painted surfaces. Mask or otherwise protect surfaces prior to surface preparation and painting operations. Insure that such removal and reinstallation is done by workmen skilled in the trade involved.
- ' 3. Spot prime exposed nails and other ferrous metal on surfaces to receive water thinned paints with zinc-dust-oxide, or zinc chromate primer.
- 4. Insure that surfaces to be painted are smooth, even, true to plane and clean before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Schedule cleaning and painting to insure that all dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- 5. Begin paint application to surfaces that have been cleaned, pretreated and otherwise prepared for painting as soon as practical after such preparation has been completed, but in any event, prior to any deterioration of the prepared surface.

# B. WOOD SURFACES TO BE PAINTED:

- 1. Prime and finish coat wood surfaces as specified in the Painting Schedule. Remove dirt, oil, and other foreign substances from wood with mineral spirits, scrapers or sandpaper.
- 2. Scrape and thoroughly clean small, dry seasoned knots and apply a thincoat of knot sealer before application of the priming coat. Scrape off hardened pitch on large, open, unseasoned knots. Remove soft pitch with mineral spirits or turpentine and thinly coat the resinous area with knot sealer.
- 3. Existing painted wood surfaces shall be scraped and sanded as required to properly prepare surface for painting.
- 4. After priming, fill all holes and imperfections in finish surfaces with putty or plastic wood filler, allow to dry and sandpaper smooth.
- 5. Unless otherwise approved, do not proceed with painting until the moisture content of the wood does not exceed 12% as measured by a moisture meter.

# C. FERROUS METAL SURFACES:

1. Clean surfaces that have not been shop coated using specified cleaning product in strict accordance with manufacturer's directions. Wire brush or sand surfaces that contain loose rust, loose mill scale and other foreign substances.

- 2. After cleaning, apply one coat of ferrous metal primer to all ferrous surfaces that are to receive paint. Protect shop coated metal from corrosion before and after installation by treating corroded spots on shop coated surfaces and touch up with the same materials as the shop coat. Feather edges of repairs on exposed surfaces carefully.
- D. GALVANIZED METAL SURFACES: Clean and treat' in accordance with manufacturer's directions for the specified cleaning product.
- E. DRYWALL: Fill minor irregularities with drywall compound. Sand to a smooth, level surface. Exercise care to avoid raising nap of paper.

# 3.3 MIXING:

- A. QUALITY: At time of application, insure that paint shows no signs of hard settling, excessive skinning, livering or other deterioration.
- B. CONSISTENCY: Thoroughly stir and strain paint. Maintain a uniform consistency during application.
- C. THINNING: Where necessary to suit conditions of surface, temperature, weather and method of application, packaged paint may be thinned immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon. The use of thinner for any reason will relieve the contractor from obtaining complete hiding.
- D. COLORANT: Paint may be tinted with a colorant recommended by the manufacturer of the particular material being applied.

# 3.4 APPLICATION:

A. METHOD OF APPLICATION: Apply paint materials in strict accordance with manufacturer's recommendations. On masonry surfaces, apply filler coat and other first coats by brush. Apply subsequent coats by spray, brush or roller. On structural concrete surfaces, apply filler coat by brush. Apply subsequent coats by spray. On all other surfaces, prime and finish coats may be applied by spray, brush or roller.

# B. SEQUENCE OF COATS:

- 1. Allow sufficient time between successive coats to permit proper drying. Modify drying period as necessary to suit adverse weather conditions.
  - 2. Oil based or oleo-resinous solvent type paints will be considered dry for

recoating when the paint feels firm, does not deform or fell sticky under moderate pressure of the thumb and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

# C. GENERAL REQUIREMENTS FOR WORKMANSHIP:

- 1. Provide complete coverage and hide. When color, stain, dirt or undercoats show through final coat of paint, apply additional coats to the surface until the paint film is of uniform finish, color, appearance, thickness and coverage at no additional cost.
- 2. Give special attention to insure that edges, corners, crevices, welds and rivets receive a film thickness equivalent to that of adjacent painted surfaces.
- 3. Touch up primer on exposed structural steel and ferrous metal items before applying finish coats.
- 4. Touch up all scarred and abraded places on shop primed work after cleaning and smoothing down to avoid shoulders.
- 5. Do not exceed average rate of coverage recommended by manufacturer for the type of surface involved, less 10% allowance for losses unless manufacturer's printed specifications state that the recommended rate includes normal expected losses.
- 6. Before application of succeeding coats, touch up suction spots or "hot spots" in plaster or concrete.
- 7. Insure that all parts of moldings and trim are left clean and true to details without excessive amounts of paint in corners and depressions.
- 8. Make edges of paint adjoining other materials or colors sharp and clean without overlapping.
- 9. Insure that the finished surfaces are free from runs, drips, ridges, laps, brush marks and free form variation in color.

# D. WORKMANSHIP:

- 1. Sand enamel or varnish finish applied to wood or metal with fine sandpaper. Clean between coats to produce an even, smooth finish.
- 2. Seal interior doors on the top and bottom with the prime coat only. Finish edges of interior doors the same as faces.

- 3. Finish tops, bottoms and edges of exterior doors the same as the exterior faces.
- 4. Refinish a whole wall instead of spot finishing where a portion of the finish has been damaged or is unsatisfactory.
- 5. Remove electrical panel box covers and doors before painting wall. Paint covers separately and reinstall after all paint is dry.

# 3.5 CLEANING:

- A. ROUTINE CLEANING: At the end of each workday, remove from the building all cloths, cotton waste or other materials that might constitute a fire hazard.
- B. FINAL CLEANING: Upon completion of the work, remove all staging, scaffolding and containers from the project site. Remove paint spots, oil or stains on adjacent surfaces and leave the entire job in a clean and acceptable condition.

# 3.6 SCHEDULE OF PAINTING:

A. GENERAL: Except as specified under the "Surfaces Not To Be Painted" paragraph, apply the surface treatment, paints and number of coats in the painting schedule. Do not paint piping and ductwork prior to testing and approval. Paints, coatings and primers scheduled are manufactured or furnished by ICI PAINT STORES

# **B. INTERIOR SURFACES:**

Substrate: Interior Sheetrock Walls, Plywood Walls and Ceilings – Previously Painted with Alkyd Semi-Gloss Enamel

<u>Order</u>	Code	Product Name	•	Coats	DFT(m	ils)	
1	3210	PREP & PRIME G PURPOSE Interior/ Primer Sealer 3210-	/Exterior Water-Ba	sed		1	2.2
2	1416	ULTRA-HIDE Inte Wall & Trim Enam		oss	2	1.5	

Substrate: Interior Brick, Concrete and CMU Previously Painted with Alkyd Semi-Gloss Enamel

<u>Ord</u>	<u>er Code l</u>	Product Name	Coats	DFT(mils)	
1	3210	PREP & PRIME GRIPPER	MULTI-	1	2.2
		PURPOSE Interior/Exterior	Water-Based		

Primer Sealer 3210-1200/3210-1300

2 1416 ULTRA-HIDE Interior Latex Semi-Gloss 2 1.5 Wall & Trim Enamel 1416 Series

Substrate: Interior Tectum Ceilings, Piping, Conduit, Vinyl Wrapped Piping and Support Structure – Previously Painted.

<u>Order</u>	Code	Product Name	Coats	DFT(m	<u>ils)</u>	
1	3210	PREP & PRIME GRIPPER MULTI- PURPOSE Interior/Exterior Water-Ba Primer Sealer 3210-1200/3210-1300	ased		1	2.2
2	1416	ULTRA-HIDE Interior Latex Semi-G Wall & Trim Enamel 1416 Series	loss	2	1.5	

Substrate: Interior CMU In Bathrooms, Kitchen and Cafeteria Area - Acrylic System

<u>Order</u>	Code I	Product Name	_Coats	DFT(mils)	
1	3210	PREP & PRIME GRIPPER MULTI-		1	2.2
		PURPOSE Interior/Exterior Water-Ba	ised		
		Primer Sealer 3210-1200/3210-1300			
2	4216	DEVFLEX 4216HP High Performanc Waterborne Acrylic Semi-Gloss Enam		2	1.5

Substrate: Interior Metal Doors, Door Frames, Window Frames, Handrails and Metal Trim Previously Painted with Alkyd Semi-Gloss Enamel

<u>Orde</u>	<u>r Code Pro</u>	duct Name Co	oats DFT(mils)	
1	4020	DEVFLEX 4020PF Waterborne DTM Fla Primer & Finish	at 1	2.3
2	4216	DEVFLEX 4216HP High Performance Waterborne Acrylic Semi-Gloss Enamel	2	2.5

Substrate: Interior Wood Previously Painted with Natural Finish

<u>Order</u>	Code	Product Name	Coats DFT(mils)		
1	1808	WOOD PRIDE Professional Wood	2	1.1	
		Finishes Water-Based Gloss Varnish			
		1808-0000			

Substrate: Interior Metal Deck and Support Structure, Tectum Deck and Support Structure Previously Painted

<u>Ord</u>	<u>ler Code Pi</u>	roduct Name		Coats DFT(mils)	
1	1280	SPRAYMASTER PR	O UNI-GRIP-W	/B	2
			1.9		
		Aquacrylic Dryfall Fl	at Primer & Finis	sh	
		1280-1200			

# C. EXTERIOR SURFACES:

Substrate: Exterior Metal Doors, Door Frames, Window Frames, Handrails, Metal Trim and Miscellaneous Metals Previously Painted

<u>Order</u>	Code	Product Name	Coats	DFT(mils)	
1	4020	DEVFLEX 4020PF Waterborne DTM Primer & Finish	Flat	1	2.3
2	4216	DEVFLEX 4216HP High Performance Waterborne Acrylic Semi-Gloss Ename		2	2.5

Substrate: Exterior Stucco, Concrete, CMU, Tectum, Sheetrock and Plywood - Previously Painted

<u>Ord</u>	<u>ler Code P</u>	roduct Name	Coats	DFT(mils)	
1	2210	ULTRA-HIDE DURU	S Exterior Acrylic	2	1.6
		Flat Finish 2210 Series	· S		

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# Substrate: Exterior Concrete, CMU, Stucco Scheduled to be Painted - Not Previously Painted

<u>Ord</u>	er Code Pr	oduct Name	Coats	DFT(mils)	
1 ,	6001	PREP & PRIME HYDROSEALER Waterborne Multi-Purpose Exterior Primer & Finish		1	2.3
1	2210	ULTRA-HIDE DURUS Exterior Acry Flat Finish 2210 Series	ylic	2	1.6

D. Color Schedule: Paint colors shall be selected. No super graphics or multiple color walls will be scheduled.

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Residential 310 Storage 311  Utility & Miscellaneous 3  Accessory Occupancy Classificate incidental Uses (Table 509): This separation is not special Uses (Chapter 4 - List of special Provisions: (Chapter 5 - Mixed Occupancy/Use: Not incidental Use Separation (5) Non-Separated Use (508.3) The required type of constructions for each of the acconstruction, so determined, so determined, so determined, and allowable Area of Occupancy Actual Actual Area of Occupancy Actual	R-I R-2   FI S-I Moderate   R-I Moderate   R-I Moderate   R-I Moderate   Rarking Garage:   Rarking Gar	GP-2 LOW Den Dencior  Open Enclor  Open Encl	exceptions).  Exception:	the helight and the restrictive types of the hall not exceed the hall not exceed to the hall not exceed to the hall not exceed	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 1	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8
Residential 310 Storage 311  Utility & Miscellaneous 3  Accessory Occupancy Classificate and the separation is not appecial Uses (Chapter 4 - List of appecial Provisions: (Chapter 5 - Alixed Occupancy/Use: Note incidental Use Separation (5) Non-Separated Use (508.3) The required type of construinitations for each of the appecial floor area of each use (508.4) - Se For each story, the area of actual floor area of each use Actual Area of Occupancy Allowable Area application (2) Unlimited area application (3) MAX. BUILDING AREA = TOTAL MAXIMUM AREA OF OPTION TOWERS MIST COMPANION TOWERS MIST COMP	R-I R-2   I   S-I   Moderate   S-I   Moderate   S-I   Moderate   Parking Garage:   SIZ   U   Dition (s):   SIZ   U   Dition (s):   SIZ   U   Dition (s):   SIZ   Code Sections):   SIZ   Code Sections   Code Sections   SIZ   Code Sections   Code Sections	GP-2 Low Den Enclosed Den Enclo	exceptions).  Exception:	the helight and the restrictive types of the hall not exceed the hall not exceed to the hall not exceed to the hall not exceed	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 1	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8
Residential 310 Storage 311  Utility & Miscellaneous 3  Accessory Occupancy Classificate and the separation is not appecial Uses (Chapter 4 - List of appecial Provisions: (Chapter 5 - Alixed Occupancy/Use: Note incidental Use Separation (5) Non-Separated Use (508.3) The required type of construinitations for each of the appecial floor area of each use (508.4) - Se For each story, the area of actual floor area of each use Actual Area of Occupancy A Allowable Area of Occupancy A Allo	R-I R-2   I   S-I   Moderate   R-I   Moderate   R-I   S-I   Moderate   R-I   S-I   Moderate   Rarking Garage:   Rarking	GP-2 Low Grated Use (see a computed the entire builtons a such that the subtention of Occupancy B and of Occ	exceptions).  Exception:	the height and the trestrictive types of the hall not exceed the h	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 4	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8
Residential 310 Storage 311  Utility & Miscellaneous 3  Accessory Occupancy Classificate incidental Uses (Table 504); This separation is not appecial Provisions: (Chapter 4 - List of appecial Provisions: (Chapter 5 - Mixed Occupancy/Use: No incidental Use Separation (5)  Non-Separated Use (508.3) The required type of construction, so determined, so determined, so determined, so determined, so determined, so determined, and actual floor area of each use and actual floor area of each use and actual floor area of occupancy.  Actual Area of Occupancy A Allowable Area of Occupancy A Control Building Perima c. Ratio (F/P) = 1 d. W = Minimum width of the experimental application (2) Unlimited area application (3) MAX. BUILDING AREA = TOTAL MAX. BUILDING AREA = T	R-I R-2   I   S-I   Moderate   R-I   Moderate   R-I   S-I   S-I	GP-2 Low Grated Use (see Inspection of Structure Inspection Inspection of Structure Inspection of Structure Inspection Inspect	exceptions).  Exception:	the height and the restrictive types of the hall not exceed the ha	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 4	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8
Residential 310 Storage 311  Utility & Miscellaneous 3  Accessory Occupancy Classificate incidental Uses (Table 504); This separation is not appecial Provisions: (Chapter 4 - List of appecial Provisions: (Chapter 5 - Mixed Occupancy/Use: No incidental Use Separation (5)  Non-Separated Use (508.3) The required type of construitions for each of the appecial for area of each of the appecial floor area of each use (508.4) - Separated Use	R-I R-2   I   S-I   Moderate   R-I   Moderate   R-I   S-I   Moderate   R-I   S-I   Moderate   R-I   S-I   Moderate   R-I   S-I   S-I	GP-2 LOW GP-0 Enclosed area computed the enspace having GP-0.25] x W3  GREAT COMPLY 406.5  THE BUILDING x I UST COMPLY 40	exceptions).  Exception:  ed by applying iding. The most of the ratios for each use should be applying iding. The most of the ratios of the ra	the helight and the restrictive types of the hall not exceed the h	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 4	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8
Residential 3IO Storage 3II St	R-I R-2   I   S-I   Moderate   R-I   Moderate   R-I   S-I   Moderate   R-I   S-I   Moderate   R-I   R-	GP-2 LOW GP-0 Enclosed and Use (see a such that the subjection of Structural Masonry Melding GP-0 Served and GP-0 Served GP-0 SER	exceptions).  Exception:  ed by applying iding. The most of the ratios for each use should be a second by a second	the helight and the restrictive types of the hall not exceed and the hall not	I area pe of d I. (508.4.2)  OO  NABLE STORY OR  TS  (F)  CODE FERENCE	Location of Location of Location of Location of The square The square Note any co	Accessible footage of ende exception  Accessible Units Required  WATER  Male Femo  7 3 4  0 0  7 15  3 3  -3 -4	ed with hold- scape window ach fire area ach smoke a or table not  ACC  Accessible Provided  PLUME  CLOSET ale Unisex  0 8 4 4	ACCESSIBLE (SECTION (TABLE)  BING FIXTU (TABLE)  I O B O -1	t fo Occupancy ty have been ut  DWELLING UNITION IIOT)  A Type A Units Provided  BLE PARKING IION IIO6)  # ACCESSI R W/5' 132" A  JRE REQUIREME E 2902.1)  LAVATORIEMAIR Female O O B B B B B B B B B B B B B B B B B B	Classificat ilized regal TS  Type Value Requir  BLE SPACE VAN SPACCESS ISLE  ENTS  Uniteex  0 8 4	B Typer Provided AISL HOWERS R	DE B ACE POR BOOK BOOK BOOK BOOK BOOK BOOK BOOK BO	FAL NUMBER CAESSIBLE O 8

ENERGY SUMMARY
ENERGY REQUIREMENTS:  The following data shall be considered minimum and any special attribute required to meet the energy.
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design verus the annual energy cost for the proposed design.
for the standard reference design verus the annual energy cost for the proposed design.  Existing building envelope complies with code: (If checked, the remainder of this section is not applicable).
Exempt Building: Provide code or statutory reference:
Climate Zone: 3A 4A 5A  Method of Compliance:
Energy Code: Performance Perscriptive NO CHANGE
ASHSAE 90.1: Performance Perscriptive Other: Performance (specify source)
THERMAL ENVELOPE (Prescriptive method only)
Roof/Ceiling Assembly (each assembly)  Description of assembly:
U-Value of total assembly:
R-Value of insulation:  Skylights in each assembly:
U-value of skylight total % of skylights in each assembly:
Exterior Walls (each assembly)
Description of assembly:
R-value of Insulation:
Openings (windows or doors with glazing)% of above grade walls U-Value of assembly:
Solar heat gain coefficient: projection factor:
Door R-Values:
Walls below grade (each assembly)  Description of assembly:
U-Value of total assembly:
R-value of insulation:
Floors over unconditioned space (each assembly)  Description of assembly:
U-Value of total assembly:
R-value of insulation:
Floors slab on grade  Description of assembly:
U-Value of total assembly: R-value of insulation:
Horizontal/vertical requirement: slab heated: N/A
STRUCTURAL DESIGN (PROVIDE ON SHEET I OR 2 OF THE STRUCTURAL SHEETS)
DESIGN LOADS: SEE STRUCTURAL DRAWINGS
Importance Factors: Wind (Iw)
Selemic (le)
Live Loads: (TI607.I) Roof: psf Mezzanine: psf
Floor: psf
Ground Snow Load: psf
Wind Load: Basic Wind Speed mph (ASCE-7) Exposure Category
SEISMIC DESIGN CATEGORY 🗆 A 🗆 B 🖂 C 🖂 D
Provide the following Seismic Design Parameters:  Occupancy Category (T1604.5)
Spectral Response Acceleration: Ss%g SI%g
Site Classification: (ASCE 7) ABBCCDDEF Data Source Field Test Presumptive Historical Data
Basic Structural System (check one)
Bearing Wall Dual w/Special Moment Frame Dual w/Intermediate R/C or Special Steel
☐ Moment Frame ☐ Inverted Pendulum  Analysis Procedure: ☐ Simplified ☐ Equivalent Lateral Force ☐ Modal
Architectural, Mechanical, Components anchored ? Yes No
LATERAL DESIGN CONTROL:     Earthquake   Wind
SOIL BEARING CAPACITIES:
Field Test (provide copy of test report) psf Presumptive Bearing Capacity: psf Pile size, type, and capacity:
Pile size, type, and capacity:
MECHANICAL DESIGN
(PROVIDE ON THE MECHANICAL SHEETS IF APPLICABLE)
SEE MECHANICAL DRAWINGS MECHANICAL SUMMARY NO CHANGE
MECHANICAL SYSTEMS, SERVICE SYSTEMS & EQUIPMENT  Thermal Zone: 3A
winter dry bulb:
summer dry bulb:
Interior design conditions:  winter dry bulb:
summer dry bulb: relative humidity:
Building heating load:
Building cooling load:
Mechanical Spacing Conditioning System:
Unitary:  description of unit:
heating efficiency:
size category of unit:
Boller: Size category. If oversized, state reason:
Chiller:
Giza catagoni if a control state
Size category. If oversized, state reason: List equipment efficiencies:
Size category. If oversized, state reason:  List equipment efficiencies:
List equipment efficiencies:
List equipment efficiencies:  ELECTRICAL DESIGN  (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)
List equipment efficiencies:  ELECTRICAL DESIGN
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT  NO CHANGE
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT  NO CHANGE
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule:
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture:
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture:
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: ballast type used in fixture: number of ballasts in fixture: total wattage per fixture:
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed:
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance  Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance  Lighting schedule:  lamp type required in fixture:  number of lamps in fixture:  ballast type used in fixture:  number of ballasts in fixture:  total mattage per fixture:  total interior wattage specified vs allowed:  Additional Required Prescriptive Compliance
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SUMMARY  ELECTRICAL SYSTEM & EQUIPMENT Method of Compilance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: number of ballasts in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compilance  \$\Begin{array} \text{506.2.1} \text{ More Efficient Mechanical Equipment} \end{array}
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: number of ballasts in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compliance  506.2.1 More Efficient Mechanical Equipment 506.2.2 Reduced Lighting Power Density 506.2.3 Energy Recovery Ventilation Systems
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compliance  \$\int_{506.2.1}\$ More Efficient Mechanical Equipment \$\int_{506.2.2}\$ Reduced Lighting Power Density
ELECTRICAL DESIGN  (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance  Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: Iamp type required in fixture: number of lamps in fixture: ballast type used in fixture: total wattage per fixture: total wattage per fixture: total interior wattage specified vs allowed: Additional Required Prescriptive Compliance    506.2.1 More Efficient Mechanical Equipment   506.2.2 Reduced Lighting Power Density   506.2.3 Energy Recovery Ventilation Systems   506.2.4 Higher Efficiency Service Water Heating
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: ballast type used in fixture: total mattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compliance  \$\int 506.2.1\$ More Efficient Mechanical Equipment \$\int 506.2.2\$ Reduced Lighting Power Density \$\int 506.2.4\$ Higher Efficiency Service Water Heating \$\int 506.2.5\$ On-site Supply of Renewable Energy
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: Iamp type required in fixture: number of lamps in fixture: ballast type used in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compliance    506.2.1 More Efficient Mechanical Equipment   506.2.2 Reduced Lighting Power Density   506.2.3 Energy Recovery Ventilation Systems   506.2.5 On-site Supply of Renewable Energy
ELECTRICAL DESIGN (PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)  SEE ELECTRICAL DRAWINGS ELECTRICAL SYSTEM & EQUIPMENT Method of Compliance  Energy Code: Perscriptive Performance ASHRAE 90.1: Perscriptive Performance Lighting schedule: lamp type required in fixture: number of lamps in fixture: ballast type used in fixture: number of ballasts in fixture: total wattage per fixture: total interior wattage specified vs allowed: total exterior wattage specified vs allowed: Additional Required Prescriptive Compliance    506.2.1 More Efficient Mechanical Equipment   506.2.2 Reduced Lighting Power Density   506.2.3 Energy Recovery Ventilation Systems   506.2.5 On-site Supply of Renewable Energy

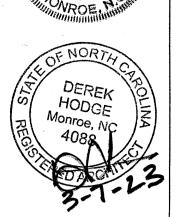
INDEX OF DRAWINGS PROJECT INFORMATION APPENDIX B / INDEX OF DRAWINGS SPECS-I PROJECT SPECIFICATIONS & NOTES OVERALL FLOOR PLAN & PROJECT SCOPE ENLARGED PARTIAL FLOOR PLANS ENLARGED PARTIAL FLOOR PLANS ENLARGED PARTIAL FLOOR PLANS A-202 ENLARGED PARTIAL FLOOR PLANS & DETAILS A-203 TYPICAL WALL ELEVATIONS & DETAILS PLUMBING LEGENDS, NOTES & SPECS. PLUMBING FLOOR PLANS

REV # DATE:

DESCRIPTION:

O 3-7-23 FOR CONSTRUCTION





SCHOOL

EMENT

NOIND COVER

COVER

I. SPECIAL ATTENTION SHALL BE GIVEN TO COMPLIANCE W/AMERICANS WITH

& APPLICIABLE LOCAL LAWS & REGULATIONS

DETAILS FOR ADDITIONAL INFORMATION

ACCESSIBLE ROUTE NOTES:

THAT ARE ON THE SAME SITE.

FOR RAMPS OR CURB RAMPS.

CHANGE IN LEVEL PERMITTED).

(NC BLDG CODE 1104.1 & 1104.2)

EXTERIOR ACCESSIBLE ROUTES.

LOCAL LAWS & REGULATIONS.

& APPLICABLE LOCAL LAWS & REGULATIONS.

DISABILITIES ACT (2010 ADA STANDARDS), THE NC BUILDING CODE / ANSI AII7.I

REQUIREMENTS. DH&A HAS DEVELOPED THESE NOTES & DETAILS TO ASSURE

THAT CONTRACTORS ARE AWARE OF THE REQUIREMENTS AT THE POINT IN TIME

THESE NOTES & DETAILS, AS WELL AS IN OUR DRAWINGS, TO PROVIDE SLOPES /

ANSI AII7.I AND APPLICABLE LOCAL LAWS & REFULATIONS. IF THESE SLOPES /

GRADES & DIMENSIONS ARE NOT ACHIEVABLE, THEN THE CONTRACTOR IS

REQUIRED TO CONTACT THE A/E IMMEDIATELY & BEFORE MOVING FORWARD

3. THE CONTRACTOR SHALL NOTIFY DH&A IMMEDIATELY OF ANY CONFLICT

BETWEEN THESE NOTES & DETAILS & OTHER PROJECT DRAWINGS, WHETHER

BY DH&A OR OTHERS. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK

HAS BEEN RESOLVED. NO CLAIM SHALL BE MADE BY THE CONTRACTOR FOR

DELAY OR DAMAGES AS A RESULT OF RESOLUTION OF ANY SUCH CONFLICT(s).

4. THESE ACCESSIBILITY NOTES & DETAILS ARE INTENDED TO DEPICT SLOPE &

I. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE

FROM ACCESSIBLE PARKING SPACES & ACCESSIBLE PASSENGER LOADING

STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE.

ACCESSIBLE FACILITIES, ACCESSIBLE ELEMENTS, & ACESSIBLE SPACES

2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS

3. WALKING SURFACES THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL HAVE

A MAXIMUM RUNNING SLOPE OF 5.0% AND A MAXIMUM CROSS SLOPE OF 2.0%.

4. ANY WALKING SURFACE THAT IS A PART OF AN ACCESSIBLE ROUTE WITH A

5. TRANSITIONS BETWEEN RAMPS, WALKS, LANDSCAPING, GUTTERS OR STREETS

SHALL BE FLUSH & FREE OF ABRUPT VERTICAL CHANGES (1/4" MAX VERTICAL

7. THE MINIMUM CLEAR WIDTH OF EXTERIOR ACCESSIBLE ROUTES SHALL BE 48"

8. WHERE AN ACCESSIBLE ROUTE MAKES A 180 DEGREE TURN AROUND AN OBJECT

THAT IS LESS THAN 48" IN WIDTH, CLEAR WIDTH SHALL BE 42" MIN. APPROACHING

THE TURN, 48" MIN. DURING THE TURN, \$ 42" MIN. LEAVING THE TURN. THE CLEAR

WIDTH AT THE TURN IS 60" MIN. \* SEE NOTE #7 ABOVE FOR NC CLEAR WIDTH OF

WIDTH APPROACHING & LEAVING THE TURN MAY BE 36" MIN. WHEN THE CLEAR

9. AN ACCESSIBLE ROUTE W/A CLEAR WIDTH LESS THAN 60" SHALL PROVIDE

PASSING SPACES AT INTERVALS OF 200' MAXIMUM. PASSING SPACES SHALL BE

THAT PROVIDE A COMPLIANT T-SHAPED TURNING SPACE, PROVIDED THE BASE AND ARMS OF THE T-SHAPED SPACE EXTEND 48" MIN. BEYOND THE INTERSECTION.

EITHER 60" MIN. BY 60" MIN. SPACE OR AN INTERSECTION OF 2 WALKING SPACES

IO. DOORS, DOORWAYS & GATES THAT ARE A PART OF THE ACCESSIBLE ROUTE

SHALL COMPLY WITHE ADA (2010 STANDARDS), , THE NO BLDG CODE / ANSI AII7.1,

II. DIRECTIONAL SIGNAGE INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE

ACCESSIBLE ROUTE. IN THE EVENT THAT A DRAINAGE INLET MUST BE LOCATED

12. WHERE POSSIBLE, DRAINAGE INLETS SHALL NOT BE LOCATED ON THE

ON AN ACCESSIBLE ROUTE, THE GRATE SHALL COMPLY WITH THE ADA

(2010 STANDARDS), ANSI AIIT.I, THE NC BLDG CODE & APPLICABLE

BUILDING ENTRANCE SHALL BE PROVIDED AT INACCESSIBLE BUILDING ENTRANCES.

MINIMUM MEASURED BETWEEN HANDRAILS WHERE HANDRAILS ARE PROVIDED

6. FLOOR SURFACES SHALL BE STABLE, FIRM & SLIP RESISTANT.

RUNNING SLOPE GREATER THAT 5.0% IS A RAMP & SHALL COMPLY W/GUIDELINES

ZONES; PUBLIC STREETS OR SIDEWALKS; & PUBLIC TRANSPORTATION

DIMENSIONAL REQUIREMENTS ONLY. REFER TO SIDEWALK, CURBING, & PAVEMENT

FOR WHICH THE ALLEGED CONFLICT HAS BEEN DISCOVERED UNTIL SUCH CONFLICT

2. IT IS ESSENTIAL THAT CONTRACTORS ARE AWARE OF THE SITE ACCESSIBILITY

WHEN THEY ARE BIDDING THE PROJECT. IN ADDITION, DH&A HAS MADE A POINT IN

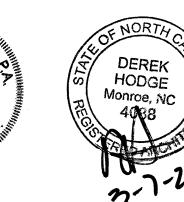
GRADES & DIMENSIONS THAT COMPLY WITH THE ADA ACT (2010), NC BLDG CODE /

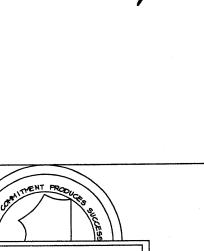
WITH THE WORK.

1208 CURTIS STREET MONROE, NORTH CAROLINA 28112, TELE: 704-283-2908 FAX: 704-291-7909 cha.architects@frontier.com

ARCHITECTURE, PA

CONSULTANTS





UNION COUNTY SCHOOLS TOILET SHILOH VALLEY ELEMENTARY SCHOOL

3-7-23 FOR CONSTRUCTION

MARK | DATE | DESCRIPTION

ISSUE: 3-7-23

PROJECT NO: CAD DWG FILE:

DRAWN BY:

CHECKED BY:

SHEET TITLE

SPECIFICATIONS

SUMMARY OF THE WORK (AN OVERVIEW - NOT INTENDED TO BE COMPLETE)

VALLEY ELEMENTARY SCHOOL BID: TO INCLUDE RENOVATIONS TO 3 GROUP TOILETS INCLUDING: NEW FLOOR & WALL FINISHES

NEW TOILET PARTITIONS, RELOCATED TOILET FIXTURES DEMOLITION OF ITEMS NECESSARY FOR RENOVATIONS PREPARATIONS TO EXISTING SURFACES TO REMAIN TO ALLOW FOR UNIFORM FINISH INSTALLATIONS - PAINT INTERIOR SURFACES NOT RECEIVING A HARD TILE FINISH.

PROJECT ALLOWANCES

PROJECT ALTERNATES

THE CONTRACTOR SHALL INCLUDE THE FOLLOWING CASH SUM ADDED TO THE BASE BID. ALL UNUSED FUNDS WILL BE CREDITED BACK TO THE OWNER BY CHANGE ORDER.

I. UNFORESEEN ALLOWNACE - \$10,000.00

THE CONTRACTOR SHALL STATE ON HIS PROPOSAL THE COST TO BE ADDED / SUBTRACTED TO/FROM THE BASE BID FOR EACH ALTERNATE COMPLETED IN PLACE & READY FOR USE.

ALTERNATE #1 - RENOVATE GYM TOILETS - SEE BASE BID ALTERNATE #2 - REPLACE ALL REMAINING TOILET FIXTURES

W/NEW AS SPECIFIED - COMPLETE W/TRIM, STOPS - BASE BID

ALTERNATE #3 - REPLACE ALL REMAINING TOILET FIXTURES W/NEW AS SPECIFIED - COMPLETE W/TRIM, STOPS -UNDER ALTERNATE #1

SCHEDULE OF VALUES - SUBMIT WITHIN TEN DAYS OF NOTICE TO PROCEED, USING AIA DOCUMENTS G702 & G703, A SCHED. OF VALUES LISTING SUMS FOR MATERIALS & LABOR FOR THE VARIOUS ITEMS OF WORK W/A SEPARATE LINE FOR SALES TAX & PROJECT ADMINISTRATION.

TEMPORARY FACILITIES & CONTROLS-THE G.C. SHALL BE RESPONSIBLE FOR COMPLIANCE W/CODES ORDINANCES & REQUIRMENTS OF LOCAL OFFICIALS FOR ALL

REQUIREMENTS RELATED THERETO. a. TEMPORARY SAFETY DEVICES: THE G.C. SHALL PROVIDE ALL NECESSARY BARRICADES, BRACING & SHORING REQ'D

TEMPORARY FACILITIES & CONTROLS & THE SAFETY & HEALTH

TO PERFORM THE WORK IN A SAFE MANNER. 6. TEMPORARY WATER DURING CONSTRUCTION: THE G.C. SHALL MAKE ARRANGEMENTS TO PROVIDE ALL WATER REQUIRED DURING THE ENTIRE CONSTRUCTION PERIOD.

C. TEMPORARY ELECTRICITY DURING CONSTRUCTION: THE G.C. THRU THE E.C. SHALL MAKE ARRANGEMENTS AND PROVIDE ALL TEMPORARY POWER & LIGHTING REQUIRED DURING THE ENTIRE CONSTRUCTION PERIOD.

d. TEMPORARY TOILET FACILITIES DURING CONSTRUCTION: THE G.C. SHALL PROVIDE & MAINTAIN AN ADEQUATE NUMBER OF TEMPORARY TOILETS W/PROPER ENCLOSURES AS NECESSARY FOR USE BY WORKMEN DURING CONSTRUCTION. THE OWNER'S EXISTING TOILETS SHALL NOT BE USED BY CONSTRUCTION PERSONNEL DURING THE ENTIRE CONSTRUCTION PERIOD.

e. TEMPORARY FENCES & BARRICADES: THE G.C. SHALL PROVIDE SAFETY, DUST & SOUND BARRICADES AS MAY BE NECESSARY TO PROTECT THE OCCUPANTS OF THE BUILDING THE WORKMEN & THE GENERAL PUBLIC FROM THE WORK AREA.

MAINTAIN THE PROJECT PREMISES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS & RUBBISH CAUSED BY CONSTRUCTION

OPERATIONS. MAINTAIN THE SITE IN AN ORDERLY FASHION. DEBRIS & EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE. ALL WORK SHALL BE LEFT BROOM CLEAN NIGHTLY DURING TIMES OF OWNER OCCUPANCY - USE CLEANING MATERIALS THAT ARE SUITABLE TO THE TASK - PROTECT ALL ADJACENT SURFACES TO PREVENT DAMAGE - REPLACE IF DAMAGED.

CEMENT & LIME MORTAR

a. CEMENT SHALL BE PORTLAND CEMENT, TYPE I OR II, MEETING ASTM C-150. b. SAND - SHALL MEET STANDARD SPEC FOR AGGREGATE

FOR MASONRY MORTARS (ASTM C-144-84) W/A GRADATION TO SATISFY PARAGRAPH 4, GRADING W/OMMISSION OF SUBPARA-GRAPH 4.4. c. HYDRATED LIME - SHALL MEET STANDARD SPEC FOR

HYDRATED LIME FOR MASONRY PURPOSES (ASTM C207)

d. WATER - SHALL BE POTABLE e. ADMIXTURE- FOR WORKABILITY & AIR ENTRAINING SHALL BE OMICRON, MORTITE OR HYDRATITE PLUS F. TYPE S MORTAR SHALL HAVE A COMPRESSIVE STRENGTH OF 1800 psi AFTER 38 DAYS WHEN TESTED ACCORDING TO

ASTM C-270 . DELIVER IN ORIGINAL BAGS W/PRINTED CONTENTS LABELS N. MASONRY REINFORCEMENT - PROVIDE LADDER TYPE AS DETAILED SPACED AT 16" o.c. VERTICALLY.

UNIT MASONRY - FOR PATCHING CHASE OPENINGS

a. OF MODULAR DIMENSIONS & SIZES TO COMPLETE THE JOB, LOAD BEARING, ASTM C-90, TYPE I, GRADE N-1.

MORTAR - TYPE S GROUT - 3000 psi CONCRETE . REINFORCING - GALVANIZED LADDER TYPE HORIZONTAL JOINT REINF. 16" O.C. VERTICAL AS SHOWN ON DETAILS. e. LAY UNITS IN RUNNING BOND W/JOINTS LOCATED AT THE CENTER OF UNITS IN ALTERNATE COURSE BELOW F. TOOL ALL JOINTS TO A UNIFORM CONCAVE, HEAD JOINT FIRST THEN BED JOINT-ACHIEVE A UNIFORM COLOR & TEXTURE

7. MORTAR BEDS - LAY W/FULL MORTAR COVERAGE CAVITY WALLS - KEEP CAVITY FREE OF MORTAR DEBRIS CLEAN COMPLETED MASONRY WORK W/CLEAN WATER \$ BRISTLE BRUSH ONLY AS APPROVED FOR PAINTING.

09300 - TILE WORK

WORK INCLUDED: CERAMIC WALL & FLOOR TILE, MARBLE THRESHOLD, PORCELIAN FLOOR TILE, INSTALLATION TRIM & ACCESSORIES SURFACE PREPARATIONS AS REQUIRED

INDUSTRY STANDARDS: ASTM, ANSI, TCA PROJECT PERSONNEL SHALL HAVE ON SITE A COPY OF TCA REFERENCED STANDARDS

QUALITY STANDARDS ACCEPTABLE MANUFACTURERS: CERAMIC TILE: AMERICAN OLEAN, DAL-TILE, FLORIDA TILE MORTARS & GROUTS: L&M, LATICRETE, AM. OLEAN MARBLE THRESHOLDS: TO DIMS REQUIRED PORCELIAN CERAMIC TILE: CROSSVILLE, DAL-TILE

INSTALLER QUALIFICATIONS: SHALL HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE OF TILE WORK OF SIMILAR SCOPE

MASTER GRADE CERTIFICATE: ISSUED & SIGNED BY THE MANUF. THAT TILE COMPLIES WANSI AI37.1 STANDARD GRADE

ENVIRONMENTAL: AMBIENT TEMP AT LEAST 50 DEG. PROTECT ALL ADJOINING / ADJACENT SURFACES

SEE PRODUCT & FINISH SCHEDULES FOR SIZE, SHAPE AND PATTERNS. SETTING MATERIALS: PORTLAND CEMENT MORTAR: PORTLAND CEMENT: ANSI 118.4 SAND: ASTM CI44 HYDRATED LIME: ASTM C207 - TYPE 5 WATER: CLEAN & DRINKABLE MORTAR BED REINF .: wwf 2" x 2", 16/16, ASTM AI75

SINGLE-FLEX THIN SET MORTAR GROUTING MATERIALS: LATEX MODIFIED, UN-SANDED PORTLAND CEMENT ANSI AII8.6 - COLOR TO BE SELECTED.

INSTALLATION: WORKMANSHIP: IN STRICT ACCORDANCE W/ RECOMDT'NS OF TCA & MANUF. & LATEST ANSI SPECS. CUTTING & FITTING:

THIN-SET MORTAR: ANSI AII8.4 - HYDROMENT #716

& ACCESSORIES, AROUND PIPE, BUILT-INS, ETC. LAYOUT: DETERMINE LOCATIONS OF ALL MOVEMENT JOINTS & ACCESSORIES, BEFORE STARTING - MINIMIZE CUTS LESS THAN ON-HALF SIZE. JOINTS: ALIGN WALL JOINTS FOR STRAIGHT UNIFORM

SMOOTH ALL EXPOSED EDGES & FIT AGAINST TRIM

GROUT LINES, PLUMB & LEVEL. SEE DETAIL SHEETS FOR ACCESSORIES: EDGE STRIPS, INSIDE, OUTSIDE CORNERS, ETC.

09900 - PAINT (OIL BASED PER UCPS)

A. INTERIOR SURFACES:

TWO COATS

I-2 FERROUS METAL (EGGSHELL ENAMEL FINISH) ONE COAT ULTRA-HIDE PVA 1030 PRIMER ULTRA-HIDE 1310 FLAT PRIME-N-FINSIH TWO COATS

I-4 GYPSUM BOARD IN TOILET AREAS ONE COAT ULTRA-HIDE PVA 1030 PRIMER TWO COATS ULTRA-HIDE 1516 ALKYD SEMI-GLOSS ENAMEL

TRU-GLAZ 4508 CHEMICAL RESISTANT EPOXY

I-7 CONCRETE MASONRY UNITS BLOXFIL 4000 HEAVY DUTY ACRYLIC BLOCK FILLER ONE COAT

COATING (USING SEMI-GLOSS CONVERTER) B. COLOR SCHEDULE:

PAINT COLORS SHALL BE STANDARD UCPS COLOR

SELECTIONS W/TRIM COLOR TO BE W/SCHOOL COLORS

ACCESSIBILITY DESIGN: ACCESSIBILITY DESIGN, MOUNTING HEIGHTS & CLEARANCES SHALL CONFORM TO CURRENT ANSI AIIT.I, ADA & NCSBC CHAPTER II - ACCESSIBILITY REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

10155 - SOLID PHENOLIC TOILET PARTITIONS

WORK INCLUDED: PROVIDE OVERHEAD BRACED & FLOOR ANCHORED SOLID PHENOLIC TOILET PARTITIONS & PRIVACY SCREENS AS SHOWN IN THE CONSTRUCTION DOCUMENTS. MAKE PROVISIONS FOR TOILET ACCESSORIES SURFACE PREPARATIONS AS REQUIRED

SUBMIT SHOP DRAWINGS THAT CLEARLY DEPICT THIS WORK SUBMIT COLOR & FINISH SAMPLES FOR APPROVAL

PROJECT CONDITIONS: CONTRACTOR SHALL FIELD MEASURE EXISTING CONDITIONS # INCLUDE IN SHOP DWGS PRIOR TO ANY FAVRICATION

MANUFACTURER: COLUMBIA PARTITIONS SUPER HD - 8833, BY PSISC PO BOX 181 COLUMBIA, SC 29202, 803-252-3020

OR APPROVED EQUAL (PRIOR APPROVAL REQ'D) MATERIALS: SOLID PHENLOIC TO EXCEED CLASS 'B' FLAME SPREAD \$ CARRY A UL CLASS 'B' FIRE RATING CERTIFICATION SOLID PHENLOIC W/JIGH PRESSURE MELAMINE MATTE FINISH LAMINATED SURFACES ARE NOT ACCEPTABLE DOORS: MINIMUM 0.75" THICK

DIVIDER PANELS: MINIMUM 0.75" THICK

PILASTERS: MINIMUM 1.00" THICK COLOR: TO BE SELECTED FROM STANDARD COLOR PILASTER SHOES: ASTM A167, TYPE 302.304 S.S. MIN. 3" HIGH, 18 qa, w/#3 DIRECTIONAL POLISH & SS THROUGH BOLTS CONTINUOUS BRACKET: FULL HGT EXTRUDED 6063-T5 ALUMINUM W/SATIN ANODIZED FINISH. ALL HOLES PRE-DRILLED - SPACED @ 9" o.c. WALL THICJMNESS - MIN. .125"

CONTINUOUS BRACKETS: FULL HGT 14 ga S.S, 3" WIDE W/CAM KNUCKLES FOR GRAVITY CLOSING - EMERGENCY ACCESS BY LIFTING DOOR - PRE-DRILLED HOLES STRIKE & KEEPER: HEAVY DUTY CAST S.S. W/SATIN FINISH 2.5" HIGH W/MOUNTING HOLES @ 1.50" O.C. & INTEGRAL

RUBBER DOOR STOP. SLIDE LATCH: HEAVY DUTY CAST S.S. W/SATIN FINISH SURFACE MTD & .150" THICK, 1.020" WIDE, 3.720" LONG W/INTERNAL S.S. BUFFERING SPRING

COAT HOOK: HEAVY DUTY CAST S.S. W/SATIN FINISH COAT HOOK & BUMPER - 2.340" HIGH, 1.230" WIDE & 3.05" LONG, FINISHED DIA .250" DOOR STOP: HEAVY DUTY CAST S.S. W/SATIN FINISH PULL HANDLE: HEAVY DUTY CAST S.S. W/SATIN FINISH OVERHEAD BRACING: CONT. HEAVY DUTY EXTRUDED 6063-T5

AQLUM. W/ANTI-GRIP PROFILE - SATIN ANODIZED FINISH ANCHORAGE & FASTENERS: S.S. W/THEFT PROOF HEADS THROUGH BOLTED UNLESS OTHERWISE NOTED.

THESE CONTRACT DOCUMENTS ARE DIAGRAMMATIC. THEY DESCRIBE IN GENERAL TERMS ONLY THE SCOPE OF WORK TO BE PREFORMED. SPECIFIC INFORMATION PRESENTED IN THE DOCUMENTS BEYOND THAT NECESSARY TO DESCRIBE THE PROJECT IS PRESENTED SOLELY FOR THE LOCAL AUTHORITY'S PLAN REVIEW STAFF FOR ITS USE IN GRANTING A BUILDING PERMIT.

3

THE DRAWINGS SHOW APPROXIMATE LOCATIONS FOR EQUIPMENT DEVICES & MATERIALS THAT ARE NOT VERIFIED BY THE OWNER OR ARCHITECT OF WITH ACTUAL FIELD CONDITIONS. FULLY CO-CRDINATE EVERY DEVICE & EQUIPMENT LOCATION AMONG ALL OF THE TRADES & WITH THE OWNER, IF NECESSARY. INSTALL EVERY PIECE OF EQUIP & ALL CONTROL DEVICES SO THAT ALL CODE-REQUIRED & MANUF. RECOMMENDED SERVICING CLEARANCES ARE FREE OF OBSTRUCTION.

THE CONTRACTOR SHALL SUPPLEMENT THESE CONTRACT DOCUMENTS WITH ALL DETAILS OF CONSTRUCTION, ALL MATERIAL, DEVICE \$ EQUIPMENT INSTALLATION INSTRUCTIONS, ANY NEEDED MANUFACTURER, SUPPLY HOUSE & VENDOR ASSISTANCE, SHOP DRAWINGS & FIELD INSTALLATION DRAWINGS NECESSARY TO COMPLETE THE PROJECT

THE DESIGN INTENT OF THE ARCHITECT / ENGINEER IS THAT THE WORK SHALL BE PERFORMED ACCORDING TO ALL RELEVANT CODES, ALL REFERENCED STANDARDS & THE MOST CURRENT INTERPRETATIONS OF THE CODE AS STATED BY THE AUTHORITY HAVING JURISDICTION. IF ANYTHING IS NECESSARY FOR THE COMPLETE, PROPER & SAFE INSTALLATION, OPERATION & FUNCTION OF THE WORK DESCRIBED IN THESE DOCUMENTS, THE CONTRACTOR SHALL PROVIDE IT EVEN IF NOT LEARLY INDICATED IN THESE DOCUMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY UNDERSTANDING THE ACTUAL FIELD CONDITIONS OF THE PROJECT SITE & THE SCOPE OF WORK AS EXPRESSED BY THE PARTY TO WHOM THE CONTRACTOR HAS CONTRACTED TO PERFORM THE WORK. THEREFORE, THE CONTRACTOR SHALL REVIEW THESE DOCUMENTS THOROUGHLY FOR ALL CONFLICTS & FOR ANY ASPECT OF THE WORK SHOWN IN THESE DOCUMENTS THAT IS AT VARIANCE WITH THE CONTRACTOR'S UNDERSTANDING OF THE WORK. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE OWNER'S INTENDED SCOPE OF WORK FOR THE PROJECT.

I. PROVIDE MINIMUM CONCRETE COVER FOR ALL REINFORCING IN ACCORDANCE WITH ACI IIT. 2. ALL AGGREGATES SHALL CONFORM TO ASTM C33 WITH A MAXIMUM COARSE AGGREGATE SIZE OF I" (# 3 STONE) FOR ALL SLABS ON GRADE & FOOTINGS AND A MAXIMUM COARSE AGGREGATE SIZE OF 3/4" (#7) FOR ALL OTHER CONCRETE. ALL MATERIALS SHALL BE PROPRTIONS TO PRODUCE A WELL GRADED MIXTURE OF HIGH DENSITY \$

3. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F AND SHALL BE LIMITED BY WEIGHT TO A MAXIMUM OF 20% OF THE TOTAL CEMENT PLUS FLY ASH. OTHER POZZOLAN MATERIALS SHALL NOT BE PERMITTED WITHOUT THE

4. THE MAXIMUM WATER TO CEMENTITOUS MATERIALS RATION SHALL BE AS SPECIFIED BELOW FOR THE

INTERIOR CONDITIONS: 0.50

5. ALL CONCRETE SHALL BE NORMAL WEIGHT (N.W.) WITH A MAXIMUM UNIT WEIGHT OF 150 POUNDS PER CUBIC FOOT & SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH AS SPECIFIED BELOW FOR THE RESPECTIVE LOCATION.

3,000 PSI N.W. 3,500 PSI N.W. SLABS ON GRADE (INTERIOR): 4,000 PSI N.W. SLABS ON GRADE (EXTERIOR):

6. ALL EXPOSED CONCRETE SHALL BE AIR-ENTRAINED (6% +/- 1%)

8. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 301. SPECIFICATIONS FOR STRUCTURAL CONCRETE BUILDINGS UNLESS OTHERWISE NOTED ON THE CONTRACT DRAWINGS OR IN THE SPECIFICATIONS.

CO-ORDINATE CONCRETE WORK WITH OTHER TRADES BEFORE BEGINNING WORK. VIBRATE ALL CONCRETE PLACED IN FOOTING EXCAVATIONS. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE OWNER & ARCHITECT ANY REQUIREMENTS BY THE OWNER OR VARIOUS TRADES FOR TRENCHES, PITS, INSERT ITEMS, OPENINGS, ETC. WHICH MAY BE REQUIRED IN THE FLOOR SLABS BEFORE PLACING CONCRETE.

HOT WEATHER CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 305R, HOT WEATHER CONCRETING.

10. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER FAR ENOUGH IN ADVANCE OF THE TIME EACH CONCRETE POUR IS TO BE MADE TO ALLOW AMPLE TIME TO CHECK THE LAYOUT OF THE STEEL BEFORE BEGINNING THE ACTUAL POUR, BUT NOT IN ADVANCE OF THE TIME THAT 80% OF THE STEEL FOR THAT POUR HAS BEEN

APPROVAL OF THE ARCHITECT / ENGINEER.

RESPECTIVE LOCATIONS.

INTERIOR CONDITIONS: 0.45

CONCRETE (NOT OTHERWISE SPECIFIED): 4,000 PSI N.W.

7. MIX DESIGNS SHALL BE SUBMITTED FOR APPROVAL IN CONFORMANCE WITH ACI 301. SUBMITTALS NOT CONFORMING WILL BE REJECTED. CONCRETE SHALL BE PLACED ONLY WITH AN APPROVED MIX DESIGN FOR THE

9. ALL COLD WEATHER CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 306R, COLD WEATHER CONCRETING.

RAMP NOTES:

I. ANY PART OF AN ACCESSIBLE ROUTE W/ A RUNNING SLOPE GREATER THAN 5% SHALL BE CONSIDERED A RAMP.

2. THE MAXIMUM RUNNING SLOPE FOR A RAMP SHALL BE 8.33% & THE MAXIMUM CROSS SLOPE SHALL BE 2.0%.

3. THE CLEAR WIDTH OF AN EXTERIOR RAMP RUN SHALL BE 48" (NC BLDG CODE 1104.1). WHERE HANDRAILS ARE PROVIDED ON THE RAMP RUN - THE CLEAR WIDTH SHALL BE MEASURED BETWEEN THE HANDRAILS.

4. THE RISE FOR ANY RAMP RUN SHALL BE 36" MAXIMUM.

5. LANDINGS SHALL BE PROVIDED AT THE TOP & BOTTOM OF RAMPS. LANDINGS SHALL HAVE A SLOPE NOT STEEPER THAN 2.0% IN ANY DIRECTION. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING. THE LANDING CLEAR LENGTH SHALL BE 60" LONG MIN. RAMPS THAT CHANGE DIRECTIONS BETWEEN RUNS AT LANDINGS SHALL HAVE A CLEAR LANDING OF 60" x 60" MIN.

6. RAMP RUNS W/ A RISE GREATER THAN 6" SHALL HAVE HANDRAILS ON BOTH SIDES COMPLYING W/ THE ADA (2010 ADA STANDARDS), THE NC BLDG CODE / ANSI AII7.1, & APPLICABLE LOCAL LAWS & REGULATIONS.

7. FLOOR SURFACES OF RAMPS & LANDINGS SHALL BE STABLE, FIRM & SLIP RESISTANT.

8. EDGE PROTECTION COMPLYING W/ ADA (2010 STANDARDS), THE NC BLDG

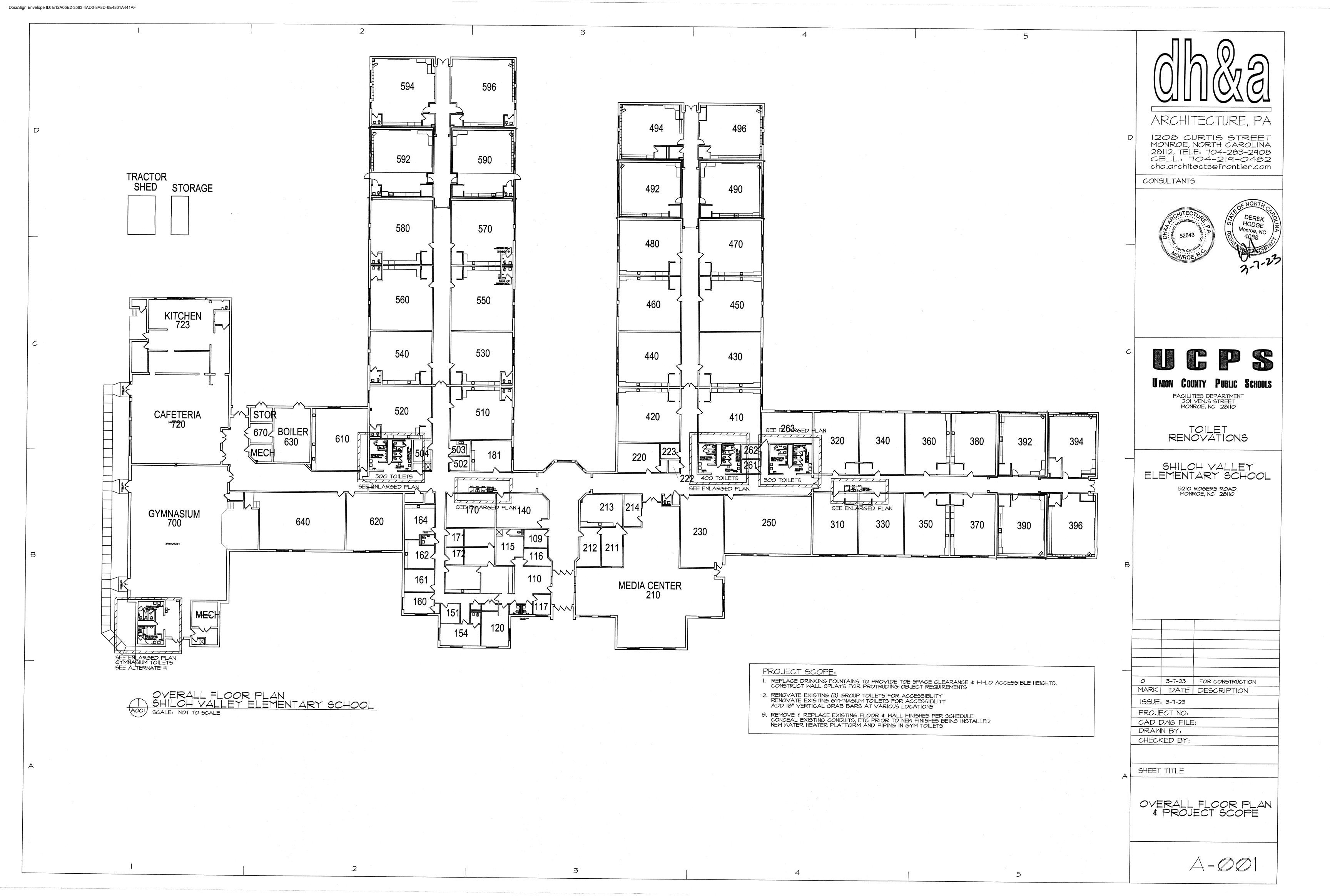
CODE / ANSI AII7.I, & APPLICABLE LOCAL LAWS & REGULATIONS SHALL BE PROVIDED ON EACH SIDE OF RAMPS RUNS & ON EACH SIDE OF RAMP LANDINGS. 9. WHERE DOORWAYS ARE LOCATED ADJACENT TO A RAMP LANDING, MANEUVERING CLEARANCES REQUIRED BY THE ADA (2010 STANDARDS), THE NC BLDG CODE / ANSI 117.1 SHALL BE PERMITTED TO OVERLAP THE REQUIRED LANDING AREA. WHERE DOORS THAT ARE SUBJECT TO LOCKING ARE

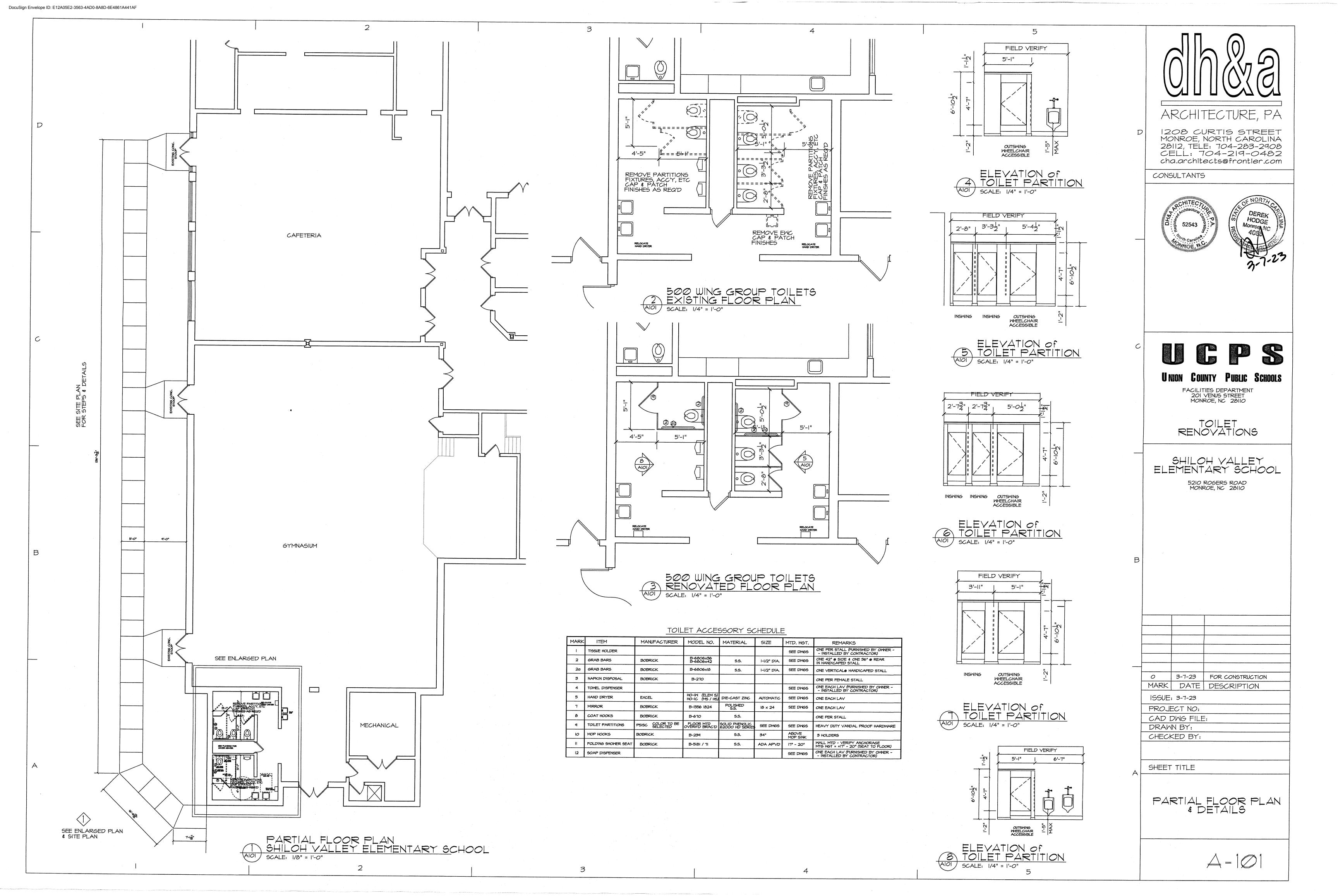
ADJACENT TO A RAMP LANDING, LANDINGS SHALL BE SIZED TO PROVIDE A

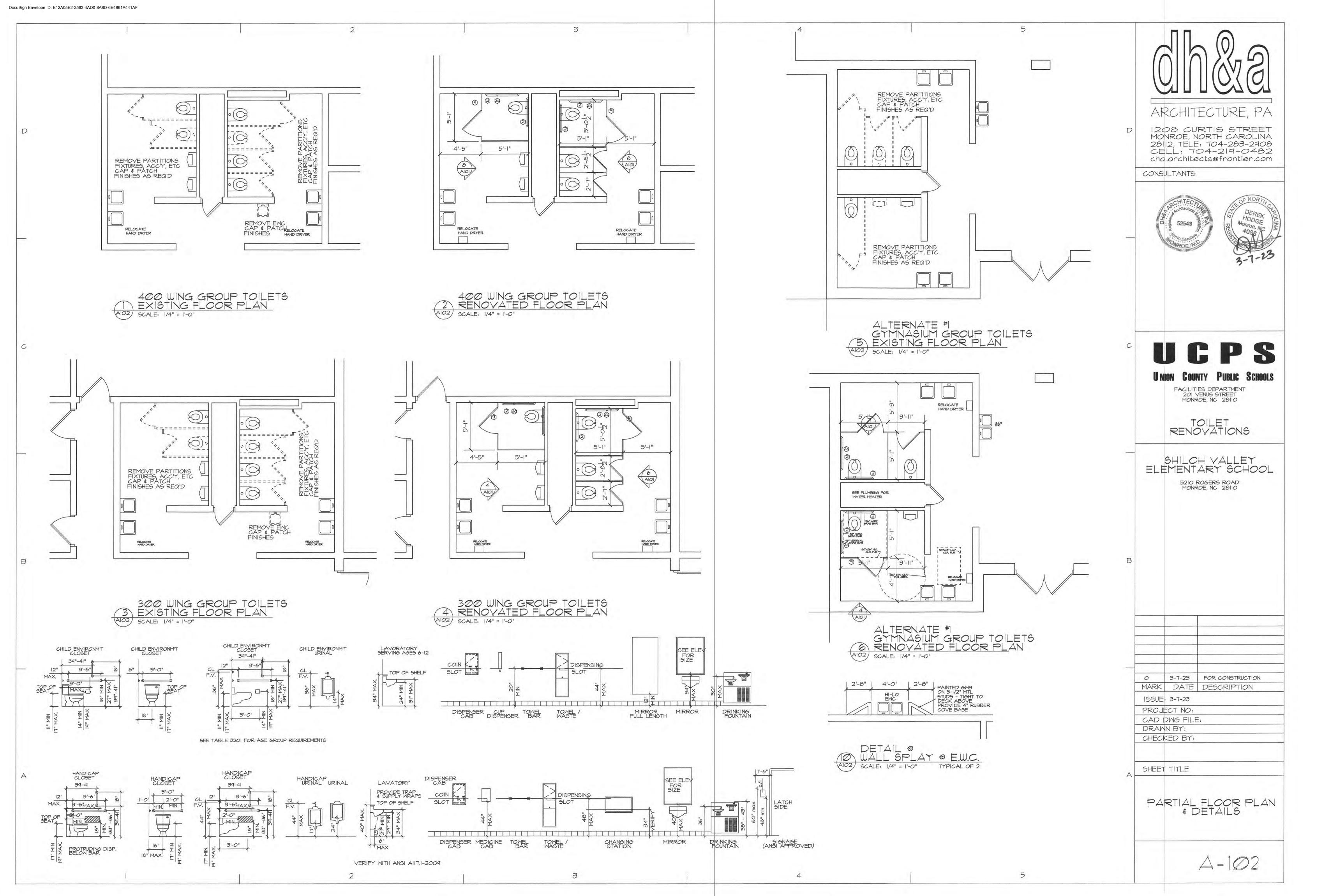
COMPLIANT TURNING SPACE. ACCESSIBLE ENTRANCE NOTES:

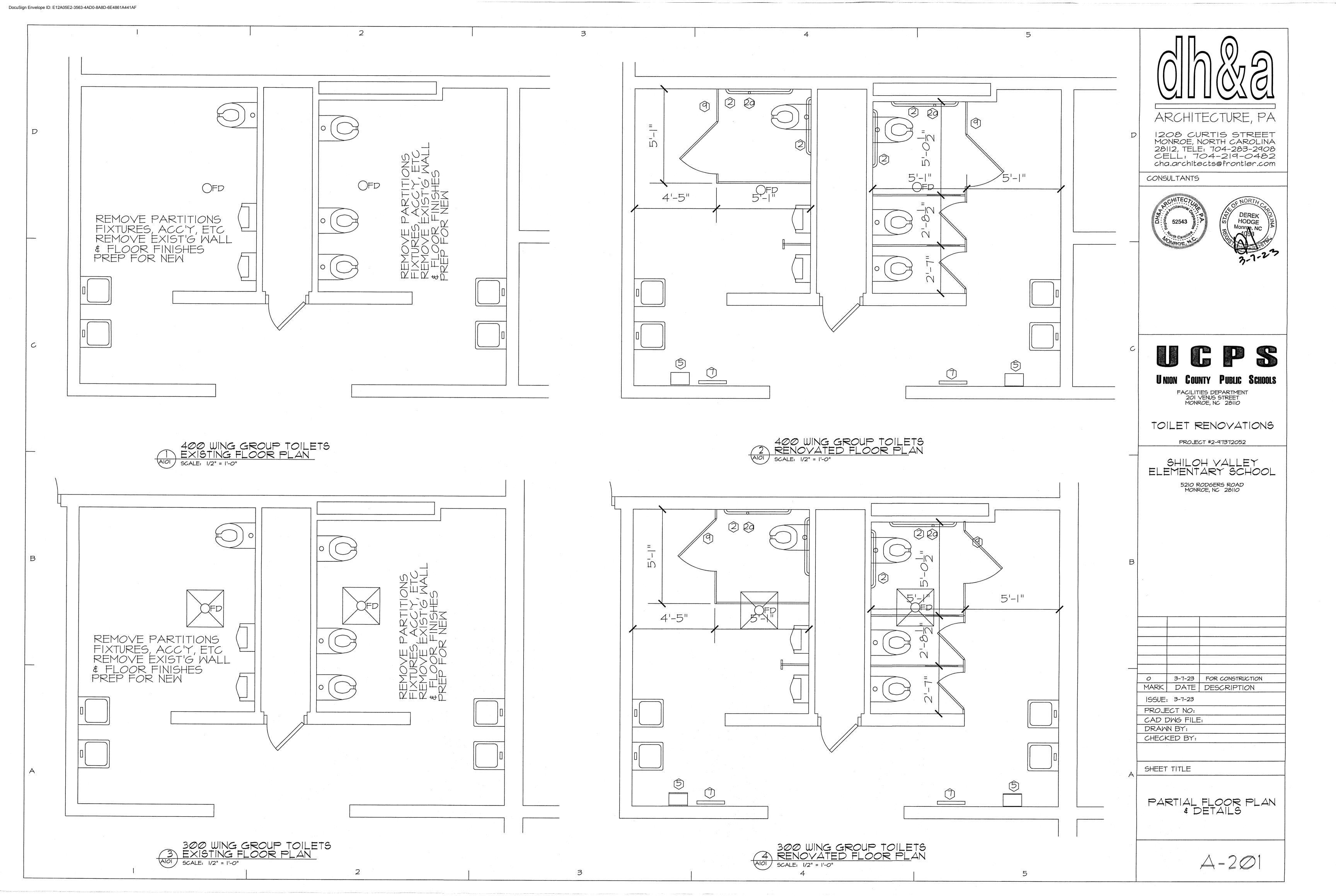
I. ACCESSIBLE ENTRANCES SHALL BE PROVIDED AS REQUIRED BY THE ADA (2010 STANDARDS) & THE NC BLDG CODE & APPLICABLE LOCAL LAWS

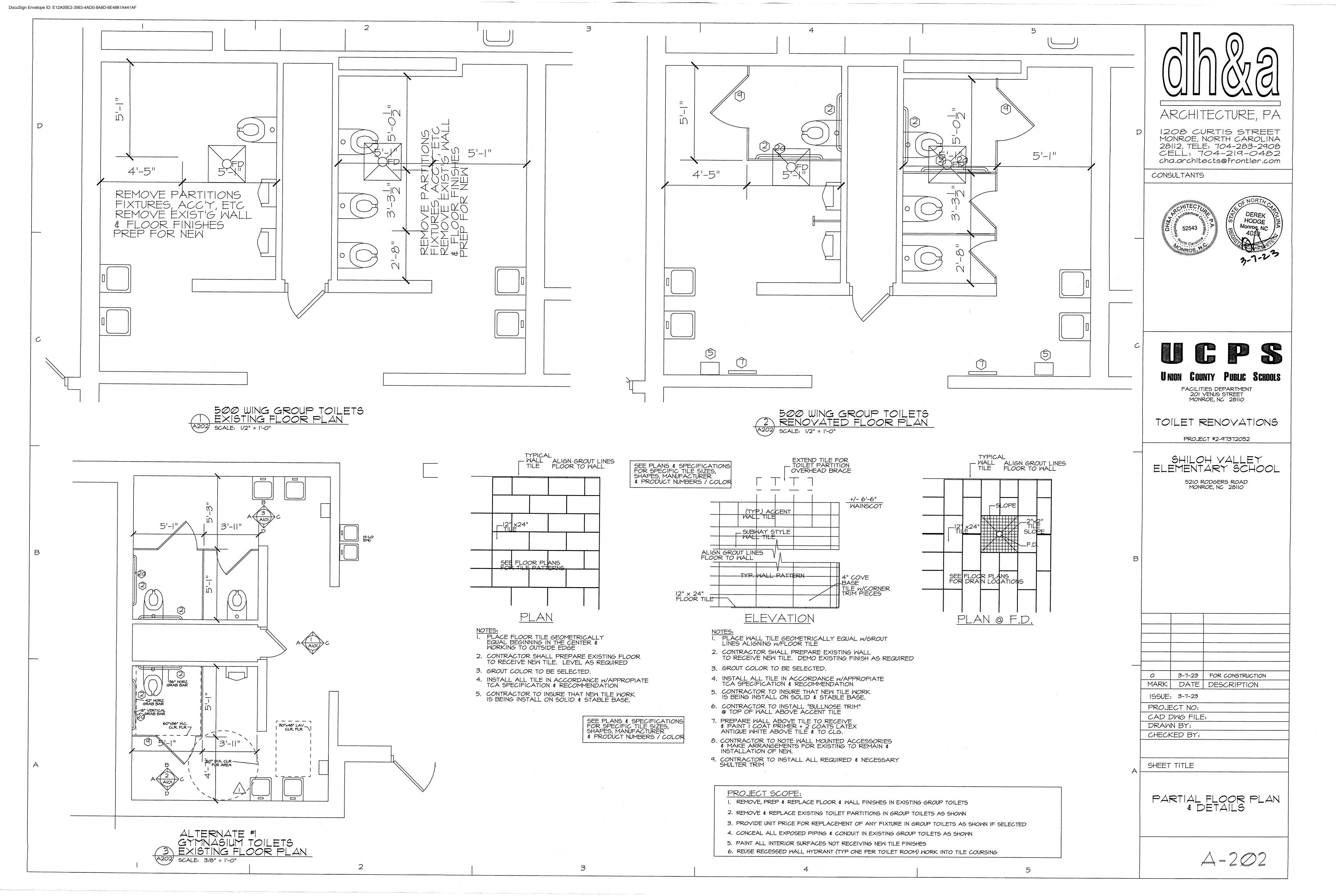
2. ENTRANCE DOORS, DOORWAYS & GATES SHALL COMPLY W/ THE ADA (2010 STANDARDS), THE NC BLDG CODE / ANSI AIIT.I & SHALL BE ON THE ACCESSIBLE ROUTE.

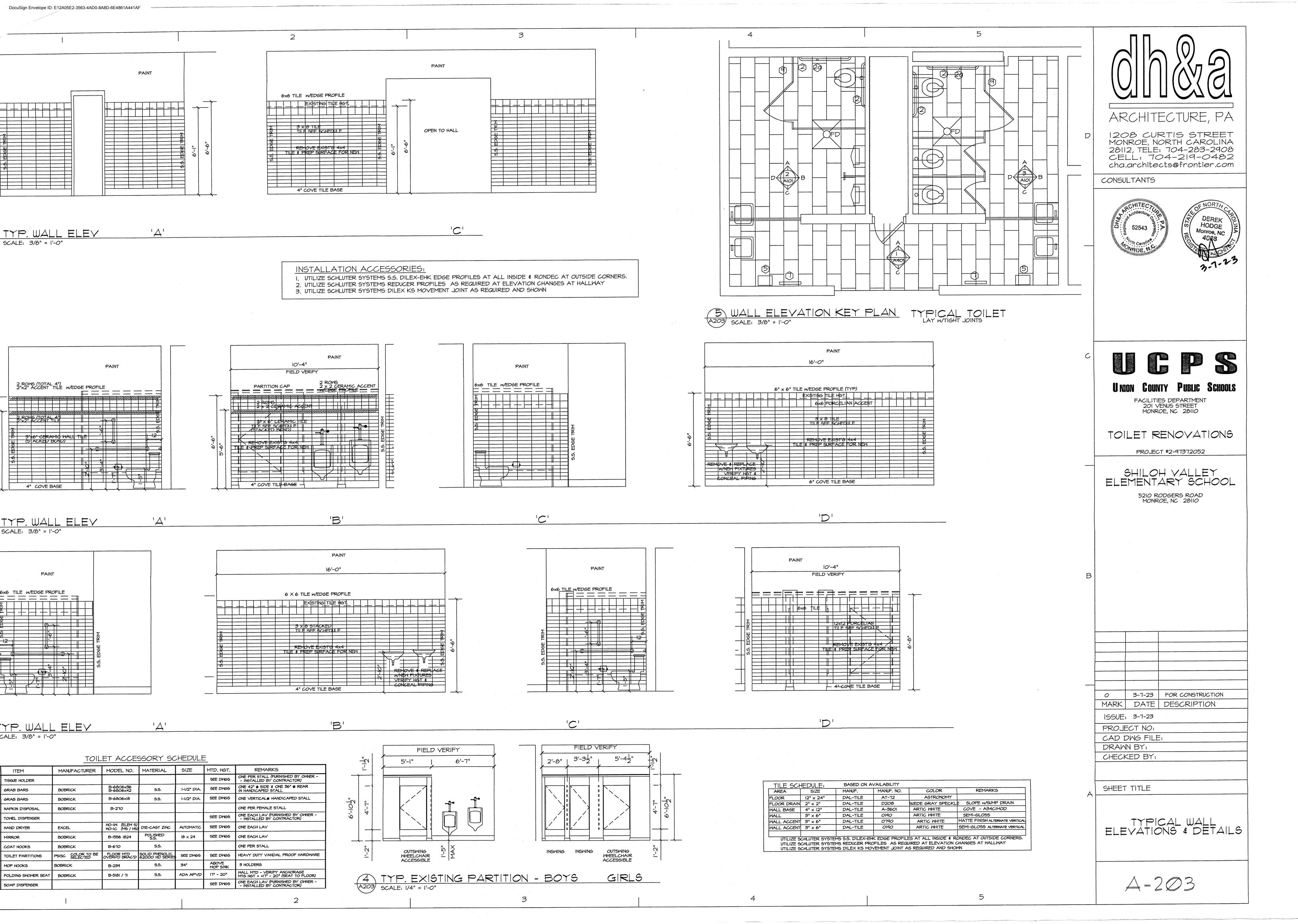












# 01 GENERAL CONDITIONS

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GENERAL AND SPECIAL CONDITIONS ARE HEREBY MADE AN INTEGRAL PART OF THIS DIVISION OF THE SPECIFICATIONS IN THAT THEY ARE APPLICABLE TO THE WORK UNDER THIS DIVISION UNLESS OTHERWISE NOTED.

PLUMBING SPECIFICATIONS

PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED FOR THE COMPLETION AND OPERATION OF ALL SYSTEMS IN THIS SECTION OF WORK IN ACCORDANCE

PERMITS: APPLY FOR AND PAY FOR ALL NECESSARY PERMITS, FEES, AND

INSPECTIONS REQUIRED BY ANY PUBLIC AUTHORITY HAVING JURISDICTION. ACREAGE CHARGES. BOND PROPERTY ASSESSMENTS AND FACILITIES CHARGE ARE NOT TO BE CONSTRUED TO BE A PART OF THIS CONTRACT. WARRANTY: PROVIDE ALL MATERIALS AND EQUIPMENT UNDER THIS SECTION OF THE

SPECIFICATIONS WITH A ONE YEAR WARRANTY FROM THE DATE OF ACCEPTANCE OF THE CONTRACTOR SHALL TIE INTO CIVIL PROVIDED TAP AS INDICATED ON PLANS.

ALL COSTS FOR THIS SERVICE SHALL BE PART OF HIS BID CONTRACT PRICE. PROTECT COPPER PIPING AGAINST CONTACT WITH DISSIMILAR METALS. ALL HANGERS, SUPPORTS, ANCHORS, AND CLIPS SHALL BE COPPER OR COPPER

PROTECT COPPER PIPING AGAINST CONTACT WITH ALL MASONRY. WHERE COPPER IS SLEEVED THROUGH MASONRY, PROVIDE COPPER OR RED BRASS SLEEVES.

MAKE SURE PROVISIONS ARE INSTALLED IN ALL PIPING SO NO STRAIN OR BREAKAGE RESULTS FROM EXPANSION OR CONTRACTION.

INSTALL WATER PIPING IN EXTERIOR WALLS ON THE CONDITIONED SIDE OF THE WALL

PITCH ALL WATER PIPES SO THAT ALL PARTS MAY BE DRAINED. THE FORMATION OF SAGS AND TRAPS SHALL BE AVOIDED.

PROVIDE SHOCK ARRESTORS WHERE SHOWN ON PLANS FOR THE COMPLETE ELIMINATION OF WATER HAMMER.

STERILIZE DOMESTIC WATER PIPING IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION'S SPECIFICATIONS AND LOCAL HEALTH DEPARTMENT

SANITARY PIPING 2.5" OR LESS SHALL BE SLOPED AT 1/4" PER FOOT. SANITARY PIPING 3" OR LARGER SHALL BE SLOPED AT 1/8" PER FOOT, UNLESS OTHERWISE REQUIRED BY CODE OR NOTED.

WHERE WASTE PIPING IS EXPOSED IN REST ROOM AREAS, PROVIDE CHROME PLATED BRASS PIPING, WITH MATCHING STOPS AND ESCUTCHEONS.

PROVIDE REMOVABLE TRAPS WITH INTEGRAL CLEAN-OUT PLUG FOR ALL LAVATORIES. INSTALL CLEAN-OUTS IN A LOCATION THAT PERMITS ACCESS FOR SERVICE WITHOUT DAMAGE TO THE BUILDING OR FINISHED MATERIALS.

INSTALL CLEAN-OUTS IN A LOCATION THAT PERMITS ACCESS FOR SERVICE WITHOUT DAMAGE TO THE BUILDING OR FINISHED MATERIALS.

# 02 MATERIALS AND EQUIPMENT

ALL NEW WORK SHALL BE OF MATERIALS LISTED BELOW OR SHALL MATCH EXISTING. IF A CONFLICT EXISTS BETWEEN MATERIALS AND/OR EQUIPMENT, THE MORE STRINGENT SHALL APPLY AS ADJUDGED BY THE ARCHITECT/ENGINEER. THE CONTRACTOR SHALL FIELD VERIFY MATERIAL TYPE AND EQUIPMENT.

A. SANITARY SEWER PIPE AND FITTINGS - BELOW GRADE: SERVICE WEIGHT CAST IRON, HUB AND SPIGOT TYPE (ASTM A 74) WITH ELASTOMER COMPRESSION JOINTS. (ASTM C 564)

B. SANITARY SEWER/VENT PIPE AND FITTINGS - ABOVE GRADE: SERVICE WEIGHT CAST IRON, NO-HUB PIPING (ASTM A 888; CISPI 301) WITH HUBLESS COUPLINGS. (ASTM C 1277; CISPI 310)

C. DOMESTIC WATER PIPING BELOW GRADE: SOFT ANNEALED SEAMLESS COPPER TUBING, TYPE 'K' (ASTM B 88) WITH NO JOINTS BELOW GRADE.

D. DOMESTIC WATER PIPING AND JOINTS ABOVE GRADE: HARD DRAWN SEAMLESS COPPER TUBING, TYPE 'L' (ASTM B 88) WITH 95-5 SILVER SOLDERED JOINTS (ASME B16.18/22) OR PRESSURE SEALED JOINTS WITH EPDM-RUBBER, O-RING SEAL (PROPRESS OR EQUAL).

# 03 INSULATION

INSULATE DOMESTIC WATER PIPING ABOVE GRADE (EXCEPT EXPOSED CONNECTIONS TO PLUMBING FIXTURES) WITH PREFORMED FIBERGLASS OR ENGINEERED POLYMER FOAM INSULATION. FOLLOW THIS SCHEDULE: SFRVICE DOMESTIC HOT WATER (105 -140 F)

ALL

DOMESTIC HOT WATER RETURN DOMESTIC COLD WATER 1/2" PIPING INSULATION, JACKETS, COVERINGS, SEALERS, MASTICS AND ADHESIVES ARE REQUIRED TO MEET A FLAME-SPREAD RATING OF 25 OR LESS AND A

SMOKE-DEVELOPED RATING OF 50 OR LESS, AS TESTED BY (ASTM E84/NFPA 255) METHOD. INSULATE HORIZONTAL STORM DRAIN PIPING ABOVE GRADE AND ROOF DRAIN BODIES WITH 1.5" PREFORMED FIBERGLASS OR ENGINEERED POLYMER FOAM INSULATION.

# 04 VALVES

SHUT OFF VALVES: BRASS/BRONZE, BALL TYPE, FULL PORT, TWO-PIECE, 125 PSI WORKING PRESSURE, NSF 61 APPROVED. CHECK VALVES: BRASS/BRONZE, SWING TYPE, 125 PSI WORKING PRESSURE, NSF 61

INSTALL IN A LOCATION THAT PERMITS ACCESS FOR SERVICE WITHOUT DAMAGE TO THE BUILDING OR FINISHED MATERIALS. PROVIDE ACCESS DOORS IF REQUIRED.

# 05 TESTS

ALL SOIL, WASTE, VENT AND WATER PIPING SHALL BE TESTED BY THE CONTRACTOR IN THE PRESENCE OF THE PLUMBING INSPECTOR AND SHALL BE APPROVED BY THE ENGINEER BEFORE ACCEPTANCE. ALL PIPING LOCATED UNDERGROUND OR CONCEALED IN BUILDING CONSTRUCTION SHALL BE TESTED BEFORE BACKFILLING OR CONCEALING PIPE. ALL TESTS REQUIRED FOR EQUIPMENT SHALL BE FURNISHED BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE TO THE OWNER.

# 06 SEISMIC REQUIREMENTS

SHALL BE PROVIDED BY THE CONTRACTOR.

PROPERLY SUPPORT AND BRACE VERTICALLY AND HORIZONTALLY ALL PIPING, APPARATUS, EQUIPMENT, ETC. IN ACCORDANCE WITH APPLICABLE CODES TO PREVENT EXCESSIVE MOVEMENT DURING SEISMIC CONDITIONS.

# 07 GUARANTEE

THE CONTRACTOR SHALL GUARANTEE THE COMPLETE PLUMBING SYSTEM AGAINST DEFECTS DUE TO FAULTY MATERIALS, WORKMANSHIP OR FAILURE DUE TO NEGLIGENCE OF THE CONTRACTOR. THIS GUARANTEE SHALL EXTEND 12 MONTHS FROM DATE OF FINAL ACCEPTANCE. ALL SERVICE CALLS DURING THIS PERIOD

# PLUMBING LEGEND

NEW WORK DOMESTIC COLD WATER \_\_\_\_\_E \_\_\_\_ DOMESTIC EXISTING COLD WATER DOMESTIC 120° WATER \_\_\_\_\_ \_\_\_\_E\_\_\_ DOMESTIC EXISTING 120° WATER DOMESTIC 120° WATER RETURN \_\_\_\_E\_\_ DOMESTIC EXISTING 120° WATER RETURN SANITARY VENT \_\_\_\_\_ STORM DRAIN (ABOVE SLAB) \_\_\_\_ RL \_\_\_\_ STORM DRAIN (BELOW SLAB OR GRADE) SUMP PUMP DISCHARGE PIPE TURNING DOWN PIPE TURNING UP PIPE CAP FIXTURE SUPPLY WITH SHUT-OFF SHUT-OFF BALL VALVE CHECK VALVE BALANCING VALVE GAS COCK GAS REGULATOR FLOOR DRAIN ———**О** HD HUB DRAIN FLOOR SINK TRENCH DRAIN ———(Õ≀RD ROOF DRAIN FLOOR CLEANOUT END-OF-LINE CLEANOUT O**---1**∙Wco WALL CLEANOUT **──**₩₩₩ BACKFLOW PREVENTER (REDUCED PRESSURE) BACKFLOW PREVENTER (DOUBLE CHECK) ——(M)—— METER (GAS OR WATER) PUMP FREEZE PROOF WALL HYDRANT FPHB FREEZE PROOF WALL HYDRANT BOX <del>------I</del>T₂ HB HOSE BIB \_\_\_\_ PIPE SLEEVE POINT OF CONNECTION NEW TO EXISTING DOMESTIC WATER RISER DESIGNATION WASTE RISER DESIGNATION SECTION OR DETAIL LOCATED ON THIS SHT.

**ABBREVIATIONS** AAVAIR ADMITTANCE VALVE ABOVE CEILING AUXILIARY DRAIN BOX **AFF** ABOVE FINISH FLOOR BF-1 BACKFLOW PREVENTER BELOW FINISH FLOOR BELOW GRADE BRITISH THERMAL UNIT/HOUR BTUH BELOW SLAB BS-1 BREAK ROOM SINK BALANCING VALVE CENTER LINE WATER COOLER/FOUNTAIN CO CLEANOUT CHECK VALVE COLD WATER DOWNSPOUT COVER DISHWASHER **ELECTRICAL CONTRACTOR** ECO EXISTING CLEANOUT ET-1 THERMAL EXPANSION TANK EXISTING FLOOR CLEANOUT FLOOR DRAIN FREEZE PROOF HYDRANT FLOOR SINK GENERAL CONTRACTOR GCO GRADE CLEANOUT HB HOSE BIBB HCP HANDICAP HOT WATER HOT WATER RETURN INVERT ELEVATION INV: ICE MAKER BOX KITCHEN WASTE LAVATORY L-1 MILLION BTU MECHANICAL CONTRACTOR MS-1 MOP SINK NOT IN CONTRACT PLUMBING CONTRACTOR OVERFLOW ROOF DRAIN OVERFLOW ROOF LEADER OIL WASTE SANITARY OWS OIL WASTE SEPATATOR RECIRCULATION PUMP ROOF DRAIN ROOF LEADER

SHOCK ARRESTOR SS **SANITARY** SHOWER STORM DRAIN TRENCH DRAIN TRAP PRIMER TEMPERATURE AND PRESSURE TEMPERED WATER **TYPICAL** URINAL

TW TYP U-1VACUUM BREAKER VLV VALVE VENT THRU ROOF WATER CLOSET WALL CLEANOUT

3

WATER HEATER WH-1

# REPLACEMENT PLUMBING FIXTURE SCHEDULE SERVICE CONNECTIONS

TAG	FIXTURE TYPE	DESCRIPTION	SERVICE CONNECTIONS				REMARKS	
	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3233.W HOV	SAN	VENT	HW	cw	NEWANNO	
W-1	WATER CLOSET FLUSH VALVE FLOOR MOUNT	WATER CLOSET SHALL BE EQUAL TO AMERICAN STANDARD "MADERA FLOWISE" MODEL #2234.001.020, WHITE, VITREOUS CHINA, ELONGATED BOWL, SIPHON JET, 1.6 GPF, FLOOR MOUNTED, TOP SPUD. SEAT SHALL BE EQUAL CHURCH MODEL #9500SSCT, ELONGATED WHITE OPEN FRONT SEAT LESS COVER. FLUSH VALVE SHALL BE SLOAN REGAL #111.	3"	2"	-	1"	FIXTURE RIM TO FINISHED FLOOR MOUNTING HEIGHT SHALL BE 15".	
W-1a	BARRIER-FREE WATER CLOSET FLUSH VALVE FLOOR MOUNT	WATER CLOSET SHALL BE EQUAL TO AMERICAN STANDARD "MADERA FLOWISE 16½" MODEL #3043.001.020, WHITE, VITREOUS CHINA, ELONGATED BOWL, SIPHON JET, 1.6 GPF, FLOOR MOUNTED, TOP SPUD. SEAT SHALL BE EQUAL CHURCH MODEL #9500SSCT, ELONGATED WHITE OPEN FRONT SEAT LESS COVER. FLUSH VALVE SHALL BE EQUAL TO SLOAN REGAL #111.	3"	2"	<del>-</del>	1"	FIXTURE RIM TO FINISHED FLOOR MOUNTING HEIGHT SHALL BE 17".	
U-1	URINAL FLUSH VALVE	URINAL SHALL BE EQUAL TO AMERICAN STANDARD "ALLBROOK FLOWISE" MODEL #6550.005.020, WHITE, VITREOUS CHINA, 0.5 GPF, WALL MOUNTED. URINAL SHALL BE MOUNTED USING A HANGER PLATE CARRIER. FLUSH VALVE SHALL BE EQUAL TO SLOAN REGAL #186.	2"	1 1/2"	· <del>-</del>	3/4"	FIXTURE RIM TO FINISHED FLOOR MOUNTING HEIGHT SHALL BE 24".	
U-1a	BARRIER-FREE URINAL FLUSH VALVE	URINAL SHALL BE EQUAL TO AMERICAN STANDARD "ALLBROOK FLOWISE" MODEL #6550.005.020, WHITE, VITREOUS CHINA, 0.5 GPF, WALL MOUNTED. URINAL SHALL BE MOUNTED USING A HANGER PLATE CARRIER. FLUSH VALVE SHALL BE EQUAL TO SLOAN REGAL #186.	2"	1 1/2"	-	3/4"	FIXTURE RIM TO FINISHED FLOOR MOUNTING HEIGHT SHALL BE 17".	
L-1	BARRIER-FREE LAVATORY WALL HUNG	LAVATORY SHALL BE EQUAL TO AMERICAN STANDARD "LUCERNE" MODEL #0355.012.020, VITREOUS CHINA, WALL HUNG. PROVIDE FAUCET EQUAL TO TO DELTA MODEL #21C134 CENTERSET FAUCET WITH LEVER HANDLES. PROVIDE LAVATORY COMPLETE WITH GRID DRAIN, PREWRAPPED INSULATED, CAST BRASS, OFFSET TAILPIECE AND P-TRAP WITH CLEANOUT (EQUAL TO McGUIRE #PW2150WC) AND CHROME PLATED SUPPLIES (EQUAL TO McGUIRE #175).	2"	1 1/2"	1/2"	1/2"		
C-1	BARRIER-FREE BI-LEVEL ELECTRIC WATER COOLER	ELECTRIC WATER COOLER SHALL BE EQUAL TO ELKAY MODEL #LZSTL8C, BI-LEVEL, STAINLESS STEEL. PROVIDE WATER COOLER COMPLETE WITH ANGLE SUPPLY LOOSE KEY STOP (EQUAL TO McGUIRE #175LK), P-TRAP (EQUAL TO McGUIRE #8902), AND CARRIER.	2"	1 1/2"		1/2"		

NOTE: CONTRACTOR SHALL PROVIDE UNIT PRICING TO INCLUDE FULL FIXTURE REPLACEMENTS, INCLUDING CARRIERS, FLUSH VALVES, SUPPLIES, ETC. FOR A FULLY FUNCTIONAL FIXTURE.

# **DEMOLITION SPECIFICATIONS**

# 01 GENERAL CONDITIONS

THE NATURE OF THIS CONTRACT INVOLVES EXTENSIVE REMODELING OF EXISTING FACILITIES. THE CONTRACTOR, PRIOR TO BID, SHALL INSPECT THE EXISTING CONDITIONS AT THE JOB SITE AND ACQUAINT THEMSELVES WITH THE CONDITIONS THAT WILL AFFECT THEIR WORK.

CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS REQUIRED TO REMOVE, RELOCATE, AND REPIPE AS REQUIRED ALL EXISTING EQUIPMENT AND SYSTEMS NECESSARY TO ACCOMMODATE THE NEW CONSTRUCTION.

IT IS NOT THE INTENT OF THESE DOCUMENTS TO SPECIFY THE ACTUAL EXTENT OF DEMOLITION REQUIRED NOR TO SPECIFY EACH AND EVERY ITEM TO BE RELOCATED OR REMOVED. THE EXTENT OF THE WORK AND CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

# 02 MATERIALS AND EQUIPMENT

MATERIALS AND METHODS FOR NEW WORK APPLY TO TEMPORARY AND RELOCATED CONSTRUCTION.

EXISTING FIXTURES MAY BE REUSED IF THEY MEET THE REQUIREMENTS FOR NEW

PRIOR TO ROUGH-IN, THIS CONTRACTOR SHALL COORDINATE HIS WORK WITH THE ACTUAL EQUIPMENT BEING FURNISHED.

EXISTING PLUMBING EQUIPMENT WHERE INDICATED ON THE DRAWINGS OR WHERE THE INSTALLATIONS WILL INTERFERE WITH THE INSTALLATION OF NEW EQUIPMENT OR NEW ARCHITECTURAL CHANGES, SHALL BE REMOVED, RELOCATED, OR RE-ROUTED TO PERMIT COMPETITION OF SUCH WORK.

SELECTIVELY DISCONNECT AND REMOVE ALL NONESSENTIAL, ABANDONED AND UNUSED EXISTING PIPING AND EQUIPMENT MADE OBSOLETE BY NEW

SALVAGED MATERIALS, EQUIPMENT, AND FIXTURES SHALL BE DELIVERED TO THE OWNER AT HIS PROPERTY AND STORED WITHIN THE BUILDING WHERE DIRECTED. ANY REMOVED MATERIALS OR EQUIPMENT WHICH THE OWNER DOES NOT WISH TO KEEP SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST

ALL EXISTING PIPING IN EXISTING AREAS TO BE ALTERED, WHICH WILL HAVE NO USE UPON COMPLETION OF THE ALTERATIONS SHALL BE REMOVED. WHENEVER PIPING ARE OR WILL BECOME EXPOSED TO VIEW, OR WILL INTERFERE WITH THE INSTALLATION AND COMPLETION OF THE WORK REQUIRED, THEY SHALL ALSO BE REMOVED OR RELOCATED.

CONTRACTOR SHALL DETERMINE THE EXTENT TO WHICH EXISTING PIPING WILL HAVE TO BE RE-ROUTED, RELOCATED, OR RECONNECTED, AND THE AMOUNT OF ADDITIONAL WORK WHICH MAY BE REQUIRED DUE TO THE PHYSICAL CONDITIONS OF THE PIPING SHALL BE PERFORMED UNDER THIS CONTRACT WITHOUT ADDITIONAL CHARGES TO THE OWNER.

INTERRUPTION OF EXISTING FACILITIES OR SERVICES SHALL BE KEPT TO A MINIMUM AND THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR REQUIRED WHENEVER TEMPORARY CONDITIONS ARE NECESSARY TO MAINTAIN CONTINUITY OF SERVICE. INTERRUPTION OF SERVICES, THE INSTALLATION OF TEMPORARY FACILITIES, AND THE WORK OF MAKING FINAL CONNECTIONS TO NEW WORK SHALL BE DONE ONLY AT SUCH TIMES AS PERMITTED AND SCHEDULED BY THE OWNER WITHOUT ADDITIONAL COST. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE SERVICE INTERRUPTIONS WITH THE OWNER AND GENERAL CONTRACTOR.

THE DEMOLITION SCHEDULE SHALL BE COORDINATED AND APPROVED BY THE ARCHITECT, OWNER AND GENERAL CONTRACTOR.

# PLUMBING DRAWING SCHEDULE

DRAWING NUMBER	DESCRIPTION
P0.1	PLUMBING LEGENDS, GENERAL NOTES & SPECS
P1.1	FLOOR PLANS — PLUMBING

- P.C. SHALL VERIFY EXACT LOCATION AND INVERT ELEVATIONS OF TIE-IN POINTS TO BUILDINGS EXISTING PLUMBING UTILITIES PRIOR TO ROUGH-IN.
- ALL PLUMBING PIPING SHALL BE CLOSELY COORDINATED WITH STRUCTURAL SYSTEM, MECHANICAL SYSTEM AND ELECTRICAL SYSTEM TO INSURE PROPER COMPLIANCE WITH CODES AND INSURE THAT ALL
- IF ANY SUBSTITUTED EQUIPMENT IS SUBMITTED AND APPROVED WITH PLUMBING CONNECTIONS OTHER THAN THAT SHOWN ON THE DRAWINGS AND SCHEDULES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROPER PLUMBING CONNECTIONS TO THIS
- DO NOT SCALE DRAWINGS. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF DOORS, WINDOWS, WALLS, FIXTURES, ETC.
- ALL CLEANOUTS SHALL HAVE TOPS ESPECIALLY DESIGNED FOR SPECIFIC FLOOR FINISHES SUCH AS CARPET, TILE, ETC. UNLESS
- ALL FLOOR CLEANOUT, FLOOR DRAIN AND CATCH BASIN TOPS
- VENTS WILL BE COLLECTED ABOVE THE CEILING AND EXTENDED THROUGH THE ROOF AT AS FEW POINTS AS POSSIBLE, VENT LOCATIONS PER CODE REQUIREMENTS.
- PROVIDE ACCESS PANELS AS REQUIRED AT VALVE LOCATIONS TO
- PROVIDE FOR ACCESS TO ALL EQUIPMENT REQUIRING CLEANING OR ADJUSTMENT.
- MAIN ENTERS BUILDING IF PRESSURE EXCEEDS 80 PSI. SET PRV @

	DESCRIPTION		
·	PLUMBING LEGENDS, GENERAL NOTES & SPECS		
	FLOOR PLANS - PLLIMBING		

# PLUMBING NOTES

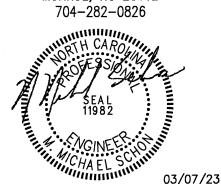
- ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST ISSUE OF THE STATE PLUMBING CODE AND THE NATIONAL FIRE CODES WHICH APPLY.
- ANY COORD. REQUIRED SHALL BE MADE BY THE CONTRACTOR IN THE FIELD.
- TRADES WILL NOT CONFLICT WITH EACH OTHER.
- EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
- OTHERWISE SPECIFIED.
- SHALL BE COVERED DURING CONSTRUCTION TO PREVENT DAMAGE.
- PENETRATIONS SHALL AVOID MECHANICAL EQUIPMENT INTAKE AIR
- EXCEPT WHERE PIPE SPACE IS PROVIDED OR UNLESS OTHERWISE NOTED, ALL SUPPLY, WASTE AND VENT RISERS SHALL BE RUN IN WALLS AND PARTITIONS.
- PROVIDE ACCESS TO CONTROL VALVES. COORDINATE TYPE AND LOCATION WITH GENERAL CONTRACTOR.
- P.C. SHALL PROVIDE A PRESSURE REDUCING VALVE WHERE WATER

ARCHITECTURE, PA

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CONSULTANTS







FACILITIES DEPARTMENT 201 VENUS STREET MONROE, NC 28110

SHILOH VALLEY ELEMENTARY SCHOOL 5210 ROGERS ROAD

MONROE, NC

03/07/23 FOR CONSTRUCTION MARK | DATE | DESCRIPTION **ISSUE**: 03/07/2023

CAD DWG FILE: SEE DRAWINGS DRAWN BY: CLS CHECKED BY: MMS

PROJECT NO: 23013

SHEET TITLE

**PLUMBING** LEGENDS, **GENERAL NOTES** & SPECS

P1.1

**KEYPLAN** 

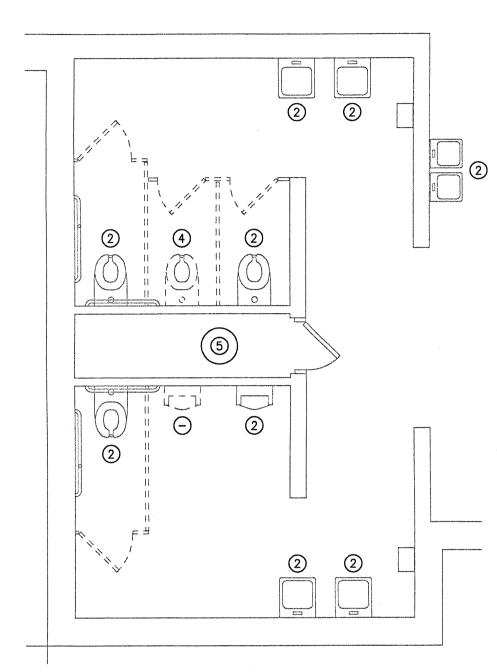
C-1 ⑦

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WATER COOLER

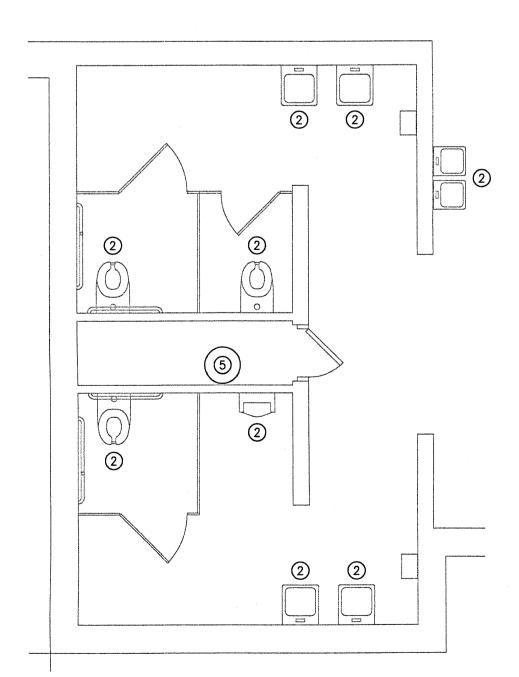
PLUMBING NEW WORK

SCALE: 1/4" = 1'-0"



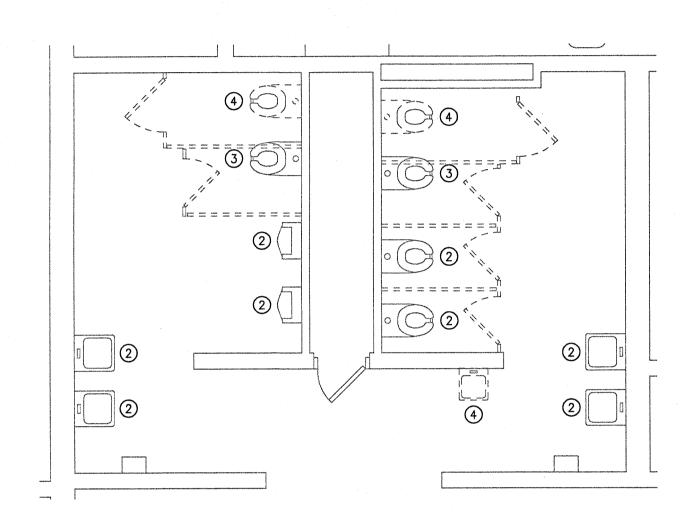
GYM GANG TLT
PLUMBING DEMO

SCALE: 1/4" = 1'-0"



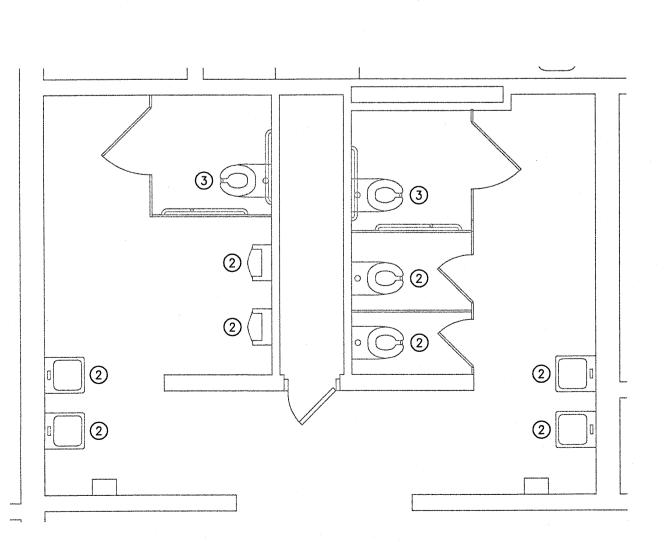
GYM GANG TLT
PLUMBING NEW WORK

SCALE: 1/4" = 1'-0"



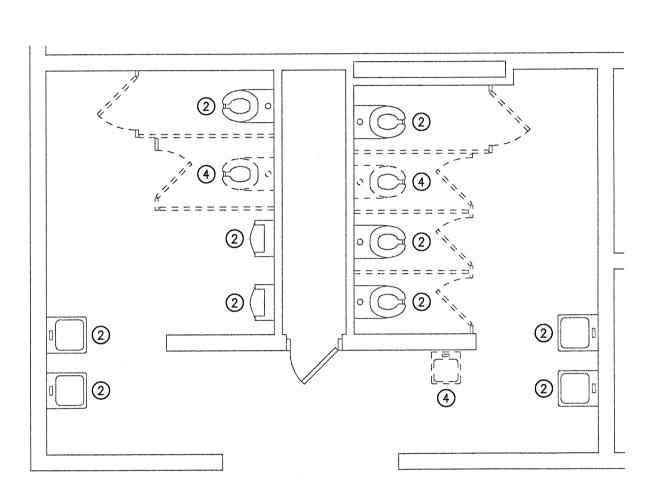
500 WING GANG TLT
PLUMBING DEMO

SCALE: 1/4" = 1'-0"



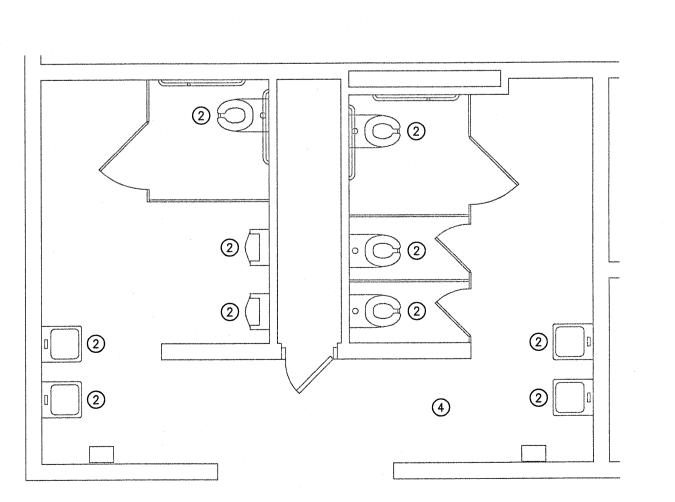
500 WING GANG TLT
PLUMBING NEW WORK

SCALE: 1/4" = 1'-0"



400 WING GANG TLT
PLUMBING DEMO

SCALE: 1/4" = 1'-0"

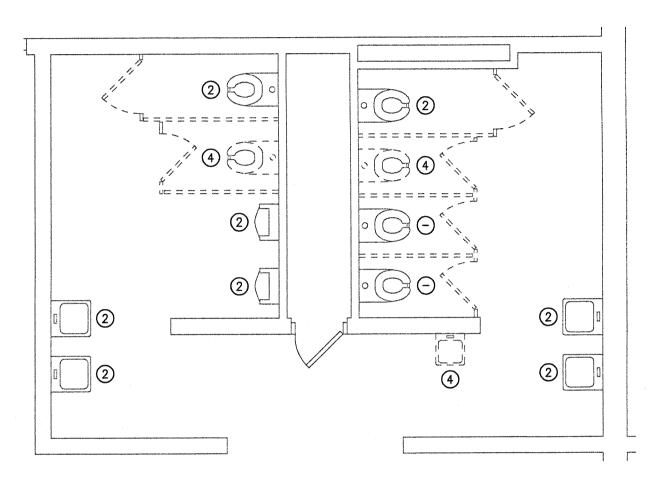


7 400 WING GANG TLT
PLUMBING NEW WORK

SCALE: 1/4" = 1'-0"

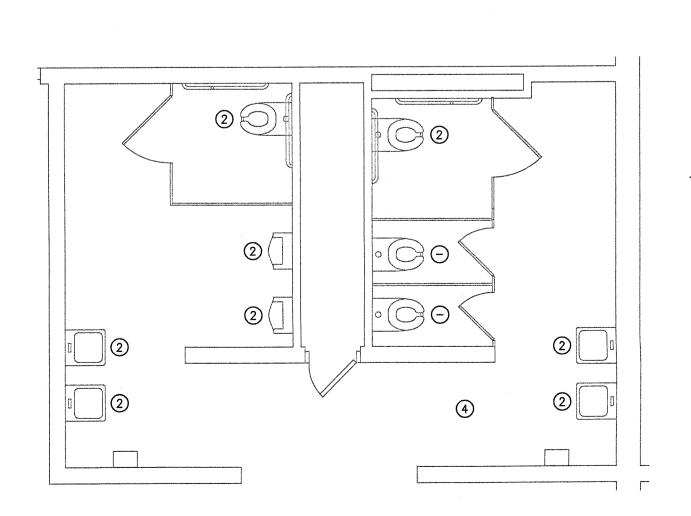


- SEE SHEETS PO.1 FOR SCHEDULES, DETAILS AND SPECIFICATIONS.
   EXISTING PLUMBING FIXTURES TO REMAIN. PROVIDE OWNER WITH LIST OF REPAIRS OR REPLACEMENTS REQUIRED TO BRING FIXTURES UP TO PROPER OPERATION. IF REQUIRED WITH OWNER APPROVAL SEE REPLACEMENT FIXTURE SCHEDULE FOR REPLACEMENT FIXTURES.
- (3) EXISTING PLUMBING FIXTURES TO BE RELOCATED. PROVIDE OWNER WITH LIST OF REPAIRS OR REPLACEMENTS REQUIRED TO BRING FIXTURES UP TO PROPER OPERATION. RECONNECT EXISTING WASTE AND WATER LINES AT NEW FIXTURE LOCATION. IF REQUIRED WITH OWNER APPROVAL SEE REPLACEMENT FIXTURE SCHEDULE FOR REPLACEMENT FIXTURES.
- EXISTING PLUMBING FIXTURES TO BE DEMOED. REMOVE EXISTING CARRIERS, FLUSH VALVE, TRAPS, SUPPLIES, WAX SEAL, ETC. REMOVE WASTE LINE AND WATER LINES TO CHASE.
- EXISTING WATER HEATER IN CHASE TO BE RELOCATED TO BE A SHELF MOUNTED WATER HEATER. PROVIDE OWNER WITH LIST OF REPAIRS OR REPLACEMENTS REQUIRED TO BRING WATER HEATER UP TO PROPER OPERATION. RECONNECT EXISTING WATER LINES, ELECTRICAL, ETC AT NEW WATER HEATER LOCATION.
- ALL EXISTING EXPOSED PLUMBING, CONDUITS, ETC SHALL BE HIDDEN IN A CHASE OR FURR OUT WALL. COORDINATE THE MEANS OF HIDING THE EXPOSED PLUMBING AND CONDUIT WITH ARCHITECT PRIOR TO ANY WORK BEING STARTED.
- NEW WATER COOLER, <u>C-1</u>. TIE NEW SANITARY SEWER, SANITARY VENT AND CW LINES INTO EXISTING LINES OF EQUAL OR LARGER SIZE AT EXISTING GANG TOILETS. FIELD VERIFY EXACT LOCATIONS, INVERT ELEVATIONS AND FLOW DIRECTION.



300 WING GANG TLT
PLUMBING DEMO

SCALE: 1/4" = 1'-0"



300 WING GANG TLT
PLUMBING NEW WORK

SCALE: 1/4" = 1'-0"

ARCHITECTURE, PA

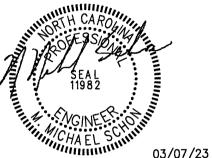
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CONSULTANTS



WOLF TRAIL ENGINEERING





UNION COUNTY PUBLIC SCHOOLS

FACILITIES DEPARTMENT 201 VENUS STREET MONROE, NC 28110

SHILOH VALLEY ELEMENTARY SCHOO

> 5210 ROGERS ROAD MONROE, NC

O 03/07/23 FOR CONSTRUCTION
MARK DATE DESCRIPTION

ISSUE: 03/07/2023

PROJECT NO: 23013

CAD DWG FILE: SEE DRAWINGS

SHEET TITLE

DRAWN BY: CLS
CHECKED BY: MMS

FLOOR PLANS -PLUMBING

P1.1

# General Conditions of the Contract for Construction

# for the following PROJECT:

(Name and location or address)

Shiloh Valley Elementary School Toilet Renovations

### THE OWNER:

(Name, legal status and address)

Union County Board of Education 400 N Church Street Monroe, North Carolina 28110

# THE ARCHITECT:

(Name, legal status and address)

DH&A Architecture Monroe, North Carolina 28110

### TABLE OF ARTICLES

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- 10 PROTECTION OF PERSONS AND PROPERTY
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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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 or proposal requirements.

## § 1.1.2 The Contract

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

## § 1.1.3 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## § 1.2 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.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## § 1.3 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202<sup>TM</sup>–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

#### § 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 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.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

## § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

#### ARTICLE 3 CONTRACTOR

## § 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 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

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements 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.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

#### § 3.8 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,
  - 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## § 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

#### § 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

## § 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

## § 3.13 Use of Site

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

#### § 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

## § 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

## § 3.16 Access to Work

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

#### § 3.17 Royalties, Patents and Copyrights

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

#### § 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## § 4.2 Administration of the Contract

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

## § 4.2.4 Communications

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

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- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 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 the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 Subcontractual Relations

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

#### § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - 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; 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 assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- **§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- **§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

#### § 6.3 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

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

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 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

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

## § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. 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 Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## § 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
  - .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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## § 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

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

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

## § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

#### 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

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- 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 implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 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 hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

## § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

## § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

#### §11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

#### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

## § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

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

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 Acceptance of Nonconforming Work

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

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

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

#### § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

## § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

#### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.5 Interest

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

## 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped:
  - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

## § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - 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 under 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 notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

#### ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

#### § 15.1.1 Definition

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

## § 15.1.2 Time Limits on Claims

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

## § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

## § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

## § 15.1.6 Claims for Additional Time

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

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

#### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## § 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## § 15.4.4 Consolidation or Joinder

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

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

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

## Additions and Deletions Report for

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## PAGE 1

Shiloh Valley Elementary School **Toilet Renovations** 

Union County Board of Education 400 N Church Street Monroe, North Carolina 28110

**User Notes:** 

DH&A Architecture Monroe, North Carolina 28110

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