

ADDENDUM 01



LAMAR HIGH SCHOOL TOILET RENOVATION LAMAR, SOUTH CAROLINA ARCHITECT'S PROJECT NO.: 624002 DCSD SOLICITATION NO.: FAC2223-04

MOSELEYARCHITECTS

ARCHITECT/ENGINEER

CHARLESTON, SOUTH CAROLINA

VOLUME 1 OF 1

April 18, 2023

**LAMAR HIGH SCHOOL TOILET RENOVATION
DARLINGTON, SOUTH CAROLINA**

GENERAL:

Planholders are requested to insert this Addendum in the front of their Project Manual. Inform all concerned that the Bidding Documents are modified by this Addendum.

The following modifications and clarifications are hereby made a part of the Bidding Documents and supersede or otherwise modify the provisions of the published *Project Manual* and *Drawings*, dated March 28, 2023; Addendum No. 01, dated April 18, 2023.

Refer to the Drawings, Specification Sections, or other Documents, if any, attached to this Addendum, which are hereby made a part of this Addendum.

A Pre-Bid Conference was held on April 4, 2023. A copy of the sign-in log has been posted to www.moseleyarchitects.com/bidding for information only and is not considered a part of the Bidding Documents.

MODIFICATIONS TO THE PROJECT MANUAL AND DRAWINGS:

ADD new Documents in their entirety, noted as Addendum 01, dated April 18, 2023.

SECTION 005213 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA DOCUMENT A101)

SECTION 006113 – PAYMENT BOND (AIA DOCUMENT A312)

SECTION 006113 – PERFORMANCE BOND (AIA DOCUMENT A312)

SECTION 007200 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A201)

SECTION 081416 – FLUSH WOOD DOORS

SECTION 087100 – DOOR HARDWARE

SECTION 088000 – GLAZING

DELETE the previously issued Documents indicated below in their entirety and SUBSTITUTE the revised Documents in their entirety, noted as Addendum 01, dated April 18, 2023.

SECTION 000110 – TABLE OF CONTENTS

DRAWING A2.1.1

DRAWING A3.1.1

REFER TO DRAWINGS ATTACHED TO THE END OF THIS ADDENDUM

REFER TO SPECIFICATION SECTIONS ATTACHED TO THE END OF THIS ADDENDUM

END OF ADDENDUM NO 01

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| | Additional Bid & Contract Conditions – Required Insurance Limits |
| | Vendor Application Form |
| | Bidding Schedule |
| 004316 | Prebid Question Form |
| 005213 | <u>Standard Form of Agreement Between Owner and Contractor (AIA Document A101) (*AD 01)</u> |
| 006113 | <u>Payment Bond (AIA Document A312) (*AD 01)</u> |
| 006113 | <u>Performance Bond (AIA Document A312) (*AD 01)</u> |
| 007200 | <u>General Conditions of the Contract for Construction (AIA Document A201) (*AD 01)</u> |

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| 011000 | Summary |
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| 102600 | Wall and Door Protection |
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DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED

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DIVISION 21 – FIRE SUPPRESSION – NOT USED

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| 220500 | Common Work Results for Plumbing |
| 220517 | Sleeves and Sleeve Seals for Plumbing Piping |
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| 220529 | Hangers and Supports for Plumbing Piping and Equipment |
| 220553 | Identification for Plumbing Piping and Equipment |
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| 260533 | Raceway and Boxes for Electrical Systems |
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| 283111 | Digital, Addressable Fire-Alarm System |

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END OF SPECIFICATIONS

APPENDICES

2018 AHERA REINSPECTION REPORT DATED FEBRUARY 14, 2018

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AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Darlington County School District, SC
120 E. Smith Avenue
Darlington, South Carolina 29532
Telephone Number: 843-398-5100

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

To be determined

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

Lamar High School Toilet Renovation
216 N. Darlington Avenue
Lamar, South Carolina 29069

The Architect:
(Name, legal status, address and other information)

Moseley Architects P.C.
997 Morrison Drive
Suite 601
Charleston, South Carolina 29403
Telephone Number: 843-577-5063

The Owner and Contractor agree as follows.

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

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

TABLE OF ARTICLES

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| 5 | PAYMENTS |
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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 this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

[] By the following date:

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

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 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 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 () 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™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[] The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

[] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

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

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:01:22 ET on 02/09/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

To be determined

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Darlington County School District, SC
120 E. Smith Avenue
Darlington, South Carolina 29532

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Lamar High School Toilet Renovation
216 N. Darlington Avenue
Lamar, South Carolina 29069

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:56:59 ET on 03/24/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

To be determined

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Darlington County School District, SC
120 E. Smith Avenue
Darlington, South Carolina 29532

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Lamar High School Toilet Renovation
216 N. Darlington Avenue
Lamar, South Carolina 29069

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:58:08 ET on 03/24/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lamar High School Toilet Renovation
216 N. Darlington Avenue
Lamar, South Carolina 29069

THE OWNER:

(Name, legal status and address)

Darlington County School District, SC
120 E. Smith Avenue
Darlington, South Carolina 29532
Telephone Number: 843-398-5100

THE ARCHITECT:

(Name, legal status and address)

Moseley Architects P.C.
997 Morrison Drive
Suite 601
Charleston, South Carolina 29403
Telephone Number: 843-577-5063

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

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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 Project Manual and 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~~ 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. Notwithstanding such performance, in case of a conflict, disagreement, or ambiguity, provide the better quality of Work. In case of a conflict, disagreement, or ambiguity, provide the greater quantity of Work.

§ 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.

1.2.1.2 Plumbing, Mechanical, Fire Protection and Electrical drawings are diagrammatic, showing general locations and arrangements of piping, wiring, equipment, security and technology, and specialties; not necessarily showing all required offsets, conditions and appurtenances required for maximum practical accessibility for operation, maintenance and clearances. Coordinate this Work in order to achieve the required and intended Work and notify the Architect immediately of conditions which do not comply or will not allow for this condition.

§ 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~~ Unless otherwise required by the Owner and Architect Agreement, 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 ~~4.7 and 4.8,~~ 1.7, 1.8, and 1.9 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~~delivery, including signature of receiver of such notices.

§ 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~~shall use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital ~~data~~data, should such Exhibit be included in the Agreement.

§ 1.8 Building Information Models Use and Reliance

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

§ 1.9 If such Exhibits are not included in the Agreement, the Architect may, with the concurrence of the Owner, furnish to the Contractor versions of the Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Section 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers. 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 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~~ 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 electronic copy of the Drawings, Specifications, and Addenda issued, for the purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.6.1 At the Architect’s sole discretion, selected electronic (CAD) Drawing files may be made available for use by the Contractor after execution of the Contract for Construction, with the exception of civil grading and layout plans, if authorized by the civil consultant. Such electronic files are not part of the Contract Documents. If available, the Architect shall release them to the Contractor subject to the terms and conditions established by the Architect, to which the Contractor must agree without exception prior to release of the electronic files. Refer to www.moseleyarchitects.com for the Architect’s current Request for Electronic (CAD) Files form, which defines the applicable terms and conditions.

§ 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~~ Amounts charged to the Contractor may, pursuant to Section 9.5.1, 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.

§ 3.1.4 During the performance of this Contract, the Contractor will include the provisions of the foregoing Sections 3.1.4.1 and 3.1.4.2 in every Subcontract or purchase order of over ten thousand dollars (\$10,000.), so that the provisions will be binding upon each Subcontractor or vendor; and furthermore, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- .2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- .3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.
- .4 The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- .5 Contractor hereby represents it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the jurisdiction where the Project is located as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

§ 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, ~~2.3~~, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 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.

§ 3.2.5 The Owner shall deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior correspondence or documentation.

§ 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, appropriate, 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, alternative in writing, 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 found to be acceptable 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~~ review by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for substitution in lieu of those required by the Contract Documents only under and in addition to, the conditions set forth in the Contract Documents. By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to requirements of the Contract Documents;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor is required to provide under the Contract Documents;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract including the Architect's redesign costs, and waives all claims for additional costs and time related to the substitution which subsequently become apparent; and
- .4 will coordinate and perform the installation of the accepted substitute, making such changes to the Work as may be required for the Work to be complete in all respects.

§ 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.

§ 3.4.4 The Owner shall deduct from the Contract Sum amounts paid to the Architect for the Architect to review the Contractor's proposed substitutions, to make agreed-upon changes in the Instruments of Service, including the Contract Documents, and to provide additional construction phase services made necessary by the Owner's acceptance of such substitutions.

§ 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.

§ 3.7.1.1 Unless otherwise provided in the Contract Documents, the Contractor is responsible for obtaining utilities for the Project and providing the Work relating to Project utilities as indicated. Responsibility for payment of fees associated with providing utilities to the Project shall be as follows:

- .1 Any fees assessed by entities for providing permanent utilities to the Project shall be paid directly to the utility entities by Owner. These include "tap fees" and "electrical connection and service fee." Contractor shall

- coordinate the permanent utilities and the entity's related work to comply with the construction schedule.
- .2** Any fees assessed by entities for providing temporary utilities to the Project for use by Contractor during construction of the Project shall be paid by the Contractor. The Contractor's payment of fees for temporary utilities shall be included in the Base Bid and Contract Sum and will not be reimbursed by the Owner.

§ 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~~ review 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~~ determine that an equitable adjustment should 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,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. The Contractor shall identify the date for Owner's selection on the critical path of the Contractor's Construction Schedule and provide the Owner a minimum of two weeks notice before this date.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent and project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent and project manager shall represent the Contractor, and communications given to the superintendent or project manager 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~~ superintendent and project manager. Within 14 days of receipt of the information, the ~~Architect~~ Owner may notify the Contractor, stating whether the Owner ~~or the Architect~~ (1) has reasonable objection to the proposed superintendent or project manager or (2) requires additional time for review. Failure of the ~~Architect~~ Owner 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 or project manager to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Superintendent employed by the Contractor shall have a minimum of five (5) years commercial experience as the primary Superintendent on projects of similar size and complexity as the Work. The superintendent shall speak fluent English and clearly understand the English language. The Contractor shall submit to the Owner a resume and other supporting documentation showing that the proposed Superintendent is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Superintendent's qualifications and to require the Contractor to propose an alternate Superintendent who better meets the requirements contained in this Article, as may reasonably be determined by the Owner. The Contractor shall notify the Architect and Owner in writing of any proposed replacement of the Superintendent. The Contractor shall not replace a competent Superintendent without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent.

§ 3.9.5 The Contractor shall employ a Project Manager to be assigned to the Work. The Project Manager employed by the Contractor shall have a minimum of five (5) years commercial experience as Project Manager on projects of similar size and complexity as the Work. The project manager shall speak fluent English and clearly understand the English language. The Contractor shall submit to the Owner a resume and other supporting documentation showing that the proposed Project Manager is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Project Manager's qualifications and to require the Contractor to propose an alternate Project Manager who better meets the requirements contained in this Article, as may reasonably be determined by the Owner. The Contractor shall notify the Architect and Owner in writing of any proposed replacement of the Project Manager. The Contractor shall not replace a competent Project Manager without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Project Manager, regardless if the proposed tenure is to be temporary or permanent. The Project Manager shall not act as the Superintendent or replacement for the Superintendent without written approval from the Owner.

§ 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~~ Unless otherwise required by the Contract Documents, the schedule shall contain details 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 Substantial Completion date and final completion date indicated in 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 in accordance with section 3.12. Unless otherwise required by the Contract Documents, 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-accepted 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, 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-accepted~~ by the Architect or, in the absence of an ~~approved-accepted~~ 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-accepted~~ by the Architect.

§ 3.12.8 The Work shall be in accordance with ~~approved-accepted~~ 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-acceptance~~ 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-acceptance~~ to the specific deviation in accordance with 3.12.9 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-acceptance~~ thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing on a cover letter attached to the original or on the case of a resubmittal, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to all revisions or deviations other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's ~~approval-acceptance~~ of a resubmission shall not apply to such ~~revisions-revisions or deviations~~.

§ 3.12.10 The Contractor shall not be required (~~delegated design~~) 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 such delegated 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-provide~~ 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, licensed in the state where the Project is located, 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-provided~~ to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and ~~approve-or-take other-appropriate action~~ on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittals. The Architect's review of additional resubmittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 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. Such terms as 'Architect-Engineer,' 'Engineer,' and 'A-E,' if used in these Contract Documents, is intended to mean the Architect and its consultants unless otherwise intended by the context or usage of such terms. Such terms do not mean or include any design professional of the Contractor, Subcontractor, or Owner.

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

§ 4.1.3 Subject to the standard of care for applying professional judgment to information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 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.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

§ 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 endeavor to 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) known 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.

§ 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 general 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. Contractor. 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-acceptance of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval-acceptance of a specific item shall not indicate approval-acceptance 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~~ review and make determinations 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-submit to~~ the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work, Work (list of proposed subcontractors),~~ including those who are to furnish materials or equipment fabricated to a special ~~design-~~ design no later than two days prior to the date of the Pre-construction Conference. Include Contractor's License number and Class for each proposed Subcontractor. Within 14 days of receipt of the information, the ~~Architect-Owner~~ 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-Owner~~ 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 complete 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 shall similarly make available copies of the complete Contract Documents to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 Owner and 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 Owner and 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~~ responsible between the Owner, Separate Contractors, and Contractor.

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~~ **7.1.1.1** 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~~ **7.1.1.2 A Construction Change**

~~§ 7.3.1~~ **7.1.1.2.1** Directive shall be used in the absence of total agreement on the terms of a Change Order. 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~~ **7.1.1.2.1** 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 7.3.4.7.2.

~~§ 7.1.1.2.2~~ 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.

~~§ 7.1.1.2.3~~ 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.

~~§ 7.1.1.2.4~~ 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 opinion, 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.

~~§ 7.1.2~~ 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.

§ 7.3.4-7.1.3 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 If a change in the Work results in an adjustment to the Contract Sum, the adjustment (increase or decrease) shall be based on the following, unless noted otherwise:

- .1** Material quantities and unit prices (separated into trades; include sales tax).
- .2** Labor costs (raw cost).
- .3** Labor burden, applied to labor only, including but not limited to, worker's compensation and public liability, social security tax, old age and unemployment insurance, union welfare fund and fringe benefits. Contractor shall be required to substantiate the labor burden percentage applied to any change in contract amount. Labor burden percentage shall not exceed 30% in any case.
- .4** Construction equipment cost.
- .5** Overhead and profit combined (on Claims for net increase only), as defined in Section 7.3.11.
- .6** Cost of Premiums for Bonds (for Contractor only). Evidence of additional premium for bond shall be submitted with Claim.
- .7** Extended Overhead Costs (if applicable) which shall be established by pro-rating the value of supervision, temporary facility, and General Conditions and all other direct and indirect costs of Contractor included in the Contract Sum over the number of days included in the Contract Time.

§ 7.2.1 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, forth, a reasonable amount. In such case, and also under Section 7.3.3.3, 7.1.1.2.1.3, 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: data which shall include, at the Architect's sole discretion, a cost breakdown itemized in accordance with the current appropriate Data Book and edition of R. S. Means Company, Inc., or other source of construction industry cost data acceptable to the Architect.

- .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; Overhead shall include, but not be limited to, project management, field office personnel including supervision, superintendence, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expenses, insurance premiums, and all other expenses not included in "costs."
- .2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed; If the net value of the change results in a credit, the credit given shall be the net cost without overhead or profit (for Contractor, Subcontractor, or
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; Sub-subcontractor). The cost as used herein shall include all items of labor, materials, equipment,
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and and bonds.
- .5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5-7.2.2 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~~ **7.2.3** 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~~ **7.2.4** 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 7.3. In Sections 7.2 and 7.2.1, the amount for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

~~.1~~ for the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
~~The Architect may order minor changes in the .2~~ for the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.
~~.3~~ for each Subcontractor involved, for Work that are consistent with performed by that Subcontractor's own forces, 15 percent of the cost.
~~the intent of the Contract Documents .4~~ for each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, 5 percent of the amount due the Sub-subcontractor.
~~and do not involve an adjustment in the Contract Sum or an extension .5~~ cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.2.
~~of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change .6~~ In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs in the manner prescribed above. Where major cost items are changes to Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

~~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. § 7.4 Minor Changes in the Work~~
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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~~. determine and the Owner approves.

§ 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~~, ~~7.1.1.2.4~~, 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.

§ 9.3.1.3 Until final completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

§ 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.

§ 9.3.2.1 Contractor shall provide invoices, package slips, or other form of supporting data for materials stored on-site claimed on the progress payment, unless it can be verified through on-site observations. Maintain concise bill of materials and label materials stored on-site for ready identification and verification.

§ 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, unless otherwise agreed upon, within seven working 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~~ general conformance 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 general 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~~ is not a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 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.

§ 9.6.1.1 The Owner may withhold payments to the Contractor notwithstanding the Architect's certification if it is necessary, in the Owner's opinion, to do so to protect the Owner from loss due to any of the reasons set forth in Sections 9.5.1.1 through 9.5.1.7.

9.6.2 Payment of Subcontractors

§ 9.6.2.1 The Contractor shall pay each Subcontractor, no later than seven working 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.

9.6.2.2 Within seven (7) working days after receipt of amounts paid to the Contractor by the Owner for Work performed under this Agreement, the Contractor shall do one of the following:

- a. Pay each Subcontractor for the proportional share of the total payment received from the Owner attributable to the Work performed by the respective Subcontractor under This Agreement; or**
- b. Notify the Owner and Architect, and Subcontractor, in writing, of the Contractor's intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.**

9.6.2.3 The Contractor shall pay interest to each Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the affected Subcontractor under this Agreement, except for amounts withheld as allowed in Section 9.6.8.1. Unless otherwise provided under the terms of this Agreement, for purposes solely of these prompt payment provisions, interest shall accrue at the rate of one percent (1%) per month.

9.6.2.4 In each Subcontract, the Contractor shall include a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor (Sub-Subcontractor).

9.6.2.5 The Contractor's obligation to pay interest to a Subcontractor pursuant to the prompt payment provisions is not an obligation of the Owner, and no modification shall be made to this Agreement and no cost reimbursements claim shall be made for the purpose of providing reimbursement by Owner for such interest charge.

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If~~ If, unless otherwise agreed upon, the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven working 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 working 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 fully occupy or utilize the Work ~~for its intended use or designated portion thereof, for its intended use with all of the Work's parts and systems operable as required by the Contract Documents. Only incidental cleaning, if required beyond cleaning needed for the Owner's full occupancy or utilization, may remain for final completion.~~

§ 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, corrected.~~ 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~~ Architect 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.

9.8.3.1 The Architect will provide no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 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~~ review 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~~ general compliance 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.

9.10.1.1 The Architect will provide no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained final completion in accordance with the Contract Documents. The Owner shall deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect for the record (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.

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor, and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated on the Bid Form, if any, as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete.

9.11.2 The Owner has established this amount as the proper measure of liquidated damages which the Owner will sustain per day by the failure of the Contractor to substantially complete the Work at the stipulated time and it is not to be construed in any sense as a penalty.

9.11.3 In addition to Liquidated Damages, the Contractor shall pay to the Owner the cost of extended architectural and engineering (including Architect's on-site representative(s), if any, on-site) services rendered beginning at 61 days from the date of Substantial Completion required by the Contract, as adjusted if applicable, and continuously until final completion is achieved.

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.

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§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 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.~~ Owner.

§ 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~~ may 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 has 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 working 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—**§ 11.3 Property Insurance.** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum as well as subsequent Contract modifications thereto for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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. **§ 11.3.1 Property insurance** shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings, and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 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—**11.3.2** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles.

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

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

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

§ 11.3 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-review 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 review~~ 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.expense without change to the contract time.~~

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner 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.expense without change to the contract time.~~

§ 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.

12.2.2.4 If required by the Owner and the Architect and, 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 and the Work.

§ 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 located.~~

§ 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~~ expense without change to contract time.

§ 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~~ submitted 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 in a timely manner~~ 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 working 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 Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional working 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~~ 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~~ determination by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or

remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be ~~certified~~ determined 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.~~ 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 Sum, Contract Time, or both 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~~, 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. Time extensions from adverse weather conditions shall not entitle the Contractor to "extended overhead" recovery.

§ 15.1.6.2.1 Weather data utilized to support claims for adverse weather conditions shall be that obtained from the National Oceanic and Atmospheric Administration (NOAA) for the nearest weather station to the Project. Adverse weather conditions are defined as measurable precipitation (MP) of 0.1 " or more, or 1.0" or more of snow or ice pellets, or freezing temperature (FT) for a day (24 hours) when the temperature remains at 32 degrees Fahrenheit or below. Only measurable precipitation (MP) or freezing temperature (FT) shall be permitted to be claimed for any one calendar day. Time extensions for adverse weather conditions shall be cumulative over the duration of the Project time and claims shall not be permitted for days for drying out of rain-soaked soil, snow accumulation, or similar weather-related conditions or resulting Project conditions.

.1 The Contractor agrees that it shall not be entitled to a time extension for normal inclement weather (weather conditions other than "adverse weather conditions") which could have been expected at the Project locale due to

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precipitation or temperature, based upon actual data from the National Oceanic and Atmospheric Administration (NOAA) for the locality closest to the Project for a five-year period preceding the date of the Contract. The Contractor acknowledges and warrants that in making its proposal or bid and Construction Schedule for the Work, it gave due care and consideration to this expected number of calendar days of inclement weather for the locale of the Project and allowed for the impact of normal inclement weather on subsequent Work. During the time of performance, should the expected number of calendar days of normal inclement weather for the locale of the Project be less than originally anticipated by the Contractor and the Owner, at the time of contracting, those days not so affected by normal inclement weather shall be considered float time in the Construction Schedule.

.2 The Contractor agrees that the measure of adverse weather conditions due to MP or FT during the period covered by this Contract shall be the number of days where adverse weather conditions comply with the weather data referenced in subparagraph 15.1.6.2.1.

.3 Extensions of time will be made only for days in which abnormal adverse weather criteria cited in subparagraph 15.1.6.2.1 occur.

.4 If the total calendar days lost due to adverse weather conditions, from the start of the Work at the Project by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected to be lost for the same time period, a time extension, if granted, shall only be for the number of calendar days needed to equal the excess number of calendar days lost to such adverse weather conditions.

§ 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 working days after the Claim has been referred to the Initial Decision Maker, subject to Section 15.2.6 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~~ 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 working 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 working 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.~~ Either party may, within 30 working days from the date of receipt of an initial decision, or if no decision has been rendered in accordance with Section 15.2.1, 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 working days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 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 working 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 order..~~

§ 15.3.3 Either party may, within 30 working days from the date that mediation has been concluded without resolution of the dispute or 60 working 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 working days after written 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.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 08:12:41 ET on 02/09/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

SECTION 081416 FLUSH WOOD DOORS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- B. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.
- C. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.

1.02 SUBMITTALS

- A. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- B. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- C. Samples: Submit two samples of door veneer, approximately 8 by 8 inches in size illustrating wood grain, stain color, and sheen.
- D. Warranty: execute in Owner's name.

1.03 QUALITY ASSURANCE

- A. Source Limitations: Provide all flush wood doors from a single manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

1.05 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Eggers Industries.
 - 2. Lambton Doors.
 - 3. Masonite Architectural; Aspiro Select Wood Veneer Doors.
 - 4. Oshkosh Door.
 - 5. VT Industries, Inc.

2.02 DOORS

- A. Doors: See drawings for locations and additional requirements.
 - 1. Doors shall be manufactured by the hot-press method, bonding faces, crossbands, and core together in a single operation with Type I glue. Doors manufactured by cold-pressing 2- or 3-ply pre-manufactured door skins to multiple cores in the same press will not be accepted.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
 - 1. Provide solid core doors at each location.
 - 2. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with UL 10C - Positive Pressure; Underwriters Laboratories Inc (UL) or Intertek/Warnock Hersey (WHI) labeled.
 - a. Provide stile construction with concealed intumescent seals at pairs of doors, meeting required fire-ratings without the need of astragal or metal edge construction.

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), particleboard Grade LD-2 per ANSI A 208.1; plies and faces as indicated.
 - 1. Provide structural-composite-lumber (SCLC) core for doors with glazing area cut out for 9-inch stile width doors.
 - 2. Provide structural-composite-lumber (SCLC) core for doors with exit devices.
- B. Fire-Rated Doors: Mineral core type, with fire resistant composite core (FD), plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: Red oak, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
 - 1. Vertical Edges: Any option allowed by quality standard for grade.
 - 2. "Pair Match" each pair of doors; "Set Match" pairs of doors within 10 feet of each other when doors are closed.

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
 - 1. Provide solid blocks at lock edge for hardware reinforcement.
- C. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- F. Provide edge clearances in accordance with the quality standard specified.

2.06 FINISHES - WOOD VENEER DOORS

- A. Finish work in accordance with AWI/AWMAC/WI (AWS), Section 5 - Finishing for grade specified and as follows:
 - 1. Transparent:
 - a. System - 5, Varnish, Conversion or System 11, catalyzed polyurethane.

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- b. Sheen: Satin.
 - B. Factory finish doors in accordance with approved sample.
 - C. Color: To match existing.
 - D. Seal door top edge with color sealer to match door facing where doors will be exposed to view from above.

2.07 ACCESSORIES

- A. Glazing Stops: Wood, of same species as door facing, butted corners; prepared for countersink style tamper proof screws. At fire-rated doors, provide noncombustible wood stops with concealed metal clips for indicated fire rating.
- B. Door Hardware: Refer to Section 087100.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
 - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

3.03 TOLERANCES

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

END OF SECTION 081416

SECTION 087100 - DOOR HARDWARE (*AD 01)

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware

B. Section excludes:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 06 Section "Rough Carpentry"
2. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
3. Division 08 Sections:
 - a. "Metal Doors and Frames"
 - b. "Flush Wood Doors"
 - c. "Aluminum-Framed Entrances and Storefronts"

1.02 REFERENCES

A. UL LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

1.03 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:
 - a. Review drawings and Sections from related trades to verify compatibility with specified hardware.
 - b. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.
 - a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.
3. Door Hardware Schedule:
 - a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.

- b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
- c. Indicate complete designations of each item required for each opening, include:
 - 1) Door Index: door number, heading number, and Architect's hardware set number.
 - 2) Quantity, type, style, function, size, and finish of each hardware item.
 - 3) Name and manufacturer of each item.
 - 4) Fastenings and other pertinent information.
 - 5) Location of each hardware set cross-referenced to indications on Drawings.
 - 6) Explanation of all abbreviations, symbols, and codes contained in schedule.
 - 7) Mounting locations for hardware.
 - 8) Door and frame sizes and materials.
 - 9) Degree of door swing and handing.
 - 10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.
- 4. Key Schedule:
 - a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
 - b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
 - c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
 - d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
 - e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
 - f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.
- C. Informational Submittals:
 - 1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
 - 2. Provide Product Data:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 - b. Include warranties for specified door hardware.
- D. Closeout Submittals:
 - 1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:

- a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
- b. Catalog pages for each product.
- c. Final approved hardware schedule edited to reflect conditions as installed.
- d. Final keying schedule
- e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

E. Inspection and Testing:

1. Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results of functional testing and inspection for:
 - a. Fire door assemblies, in compliance with NFPA 80.
 - b. Required egress door assemblies, in compliance with NFPA 101.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 - a. For door hardware: DHI certified AHC or DHC.
 - b. Can provide installation and technical data to Architect and other related subcontractors.
 - c. Can inspect and verify components are in working order upon completion of installation.
 - d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.
4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

1. Fire-Rated Door Openings:

- a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
 - b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
2. Smoke and Draft Control Door Assemblies:
 - a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
 - b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.
3. Accessibility Requirements:
 - a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.

C. Pre-Installation Meetings

1. Keying Conference
 - a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - 1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - 2) Preliminary key system schematic diagram.
 - 3) Requirements for key control system.
 - 4) Requirements for access control.
 - 5) Address for delivery of keys.
2. Pre-installation Conference
 - a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Inspect and discuss preparatory work performed by other trades.
 - c. Inspect and discuss electrical roughing-in for electrified door hardware.
 - d. Review sequence of operation for each type of electrified door hardware.
 - e. Review required testing, inspecting, and certifying procedures.
 - f. Review questions or concerns related to proper installation and adjustment of door hardware.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.

- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.
- C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

1.07 WARRANTY

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.
 - 1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
 - 2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.

1.08 MAINTENANCE

- A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
- B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
 - 1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 012500.
- C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

- A. Fabrication
 - 1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer's recognized installation standards for application intended.
 - 2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
 - 3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 - 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
 - a. Ives 5BB series
2. Acceptable Manufacturers and Products:
 - a. Hager BB1191/1279 series
 - b. Best FBB series

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
 - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
 - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
 - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
5. 2 inches or thicker doors:
 - a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
9. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.04 CONTINUOUS HINGES

A. Manufacturers:

1. Scheduled Manufacturer:

- a. Ives
- 2. Acceptable Manufacturers:
 - a. Select
 - b. ABH
- B. Requirements:
 - 1. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
 - 2. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum.
 - 3. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
 - 4. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.
 - 5. On fire-rated doors, provide aluminum geared continuous hinges classified for use on rated doors by testing agency acceptable to authority having jurisdiction.
 - 6. Provide aluminum geared continuous hinges with electrified option scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware.
 - 7. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

2.05 CYLINDRICAL LOCKS – GRADE 1

- A. Manufacturers and Products:
 - 1. Scheduled Manufacturer and Product:
 - a. Schlage ND series
 - 2. Acceptable Manufacturers and Products:
 - a. Corbin-Russwin CL3100 series
- B. Requirements:
 - 1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
 - 2. Cylinders: Refer to "KEYING" article, herein.
 - 3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
 - 4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
 - 5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
 - 6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
 - 7. Provide electrified options as scheduled in the hardware sets.
 - 8. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.

- a. Lever Design: RHODES

2.06 EXIT DEVICES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
 - a. Von Duprin 98/35A series
2. Acceptable Manufacturers and Products:
 - a. No Substitute

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide smooth touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
6. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
7. Provide flush end caps for exit devices.
8. Provide exit devices with manufacturer's approved strikes.
9. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
10. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
11. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
12. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
13. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
14. Provide electrified options as scheduled.
15. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
16. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.07 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer and Product:
 - a. Schlage EV 29 T
2. Acceptable Manufacturers and Products:
 - a. No Substitute

B. Requirements:

1. Provide cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.

2.08 KEYING

A. Scheduled System:

1. Existing factory registered system:
 - a. Provide cylinders/cores keyed into Owner's existing factory registered keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

B. Requirements:

1. Construction Keying:
 - a. Replaceable Construction Cores.
 - 1) Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
 - a) 3 construction control keys
 - b) 12 construction change (day) keys.
 - 2) Owner or Owner's Representative will replace temporary construction cores with permanent cores.
2. Permanent Keying:
 - a. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - 1) Master Keying system as directed by the Owner.
 - b. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
 - c. Provide keys with the following features:
 - 1) Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 - 2) Patent Protection: Keys and blanks protected by one or more utility patent(s).
 - 3) Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.

- d. Identification:
 - 1) Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
 - 2) Identification stamping provisions must be approved by the Architect and Owner.
 - 3) Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
 - 4) Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
 - 5) Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.
- e. Quantity: Furnish in the following quantities.
 - 1) Change (Day) Keys: 3 per cylinder/core.
 - 2) Permanent Control Keys: 3.
 - 3) Master Keys: 6.

2.09 KEY CONTROL SYSTEM

A. Manufacturers:

- 1. Scheduled Manufacturer:
 - a. Telkee
- 2. Acceptable Manufacturers:
 - a. HPC
 - b. Lund

B. Requirements:

- 1. Provide key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of number of locks required for Project.
 - a. Provide complete cross index system set up by hardware supplier, and place keys on markers and hooks in cabinet as determined by final key schedule.
 - b. Provide hinged-panel type cabinet for wall mounting.

2.10 DOOR CLOSERS

A. Manufacturers and Products:

- 1. Scheduled Manufacturer and Product:
 - a. LCN 4040XP series
- 2. Acceptable Manufacturers and Products:

a. No Substitute

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
3. Cylinder Body: 1-1/2-inch (38 mm) diameter piston with 5/8-inch (16 mm) diameter double heat-treated pinion journal. QR code with a direct link to maintenance instructions.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards. Provide snap-on cover clip, with plastic covers, that secures cover to spring tube.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck. Provide graphically labelled instructions on the closer body adjacent to each adjustment valve. Provide positive stop on reg valve that prevents reg screw from being backed out.
7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.11 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Elmes
 - b. Trimco

B. Requirements:

1. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

2.12 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Burns
 - b. Trimco

B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.13 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Burns
 - b. Trimco

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button or thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.14 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Zero International

2. Acceptable Manufacturers:
 - a. Reese
 - b. Legacy

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

2.15 FINISHES

A. FINISH: BHMA 626/652 (US26D); EXCEPT:

1. Hinges at Exterior Doors: BHMA 630 (US32D)
2. Aluminum Geared Continuous Hinges: BHMA 628 (US28)
3. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
4. Protection Plates: BHMA 630 (US32D)
5. Overhead Stops and Holders: BHMA 630 (US32D)
6. Door Closers: Powder Coat to Match
7. Wall Stops: BHMA 630 (US32D)
8. Latch Protectors: BHMA 630 (US32D)
9. Weatherstripping: Clear Anodized Aluminum
10. Thresholds: Mill Finish Aluminum

PART 3 -

EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

- C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
 - 4. Installation Guide for Doors and Hardware: DHI TDH-007-20
- B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
- C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
- I. Lock Cylinders:
 - 1. Install construction cores to secure building and areas during construction period.
 - 2. Replace construction cores with permanent cores as indicated in keying section.
- J. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
- K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

- L. Closer/Holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- M. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- N. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- O. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- P. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- Q. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.04 CLEANING AND PROTECTION


- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items per manufacturer's instructions to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.05 DOOR HARDWARE SCHEDULE

LAMAR HIGH SCHOOL – TOILET RENOVATION
LAMAR, SOUTH CAROLINA
DCSD Solicitation No.: FAC2223-04 / Architect's Project No: 624002

- A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.
- B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.
- C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.
- D. Hardware Sets:

Legend:














-  Link to catalog cut sheet
 Electrified Opening

Hardware Group No. HW-1 - PAIR, OUTSWING, ALUMINUM STOREFRONT, RIM X MULLION X RIM

For use on Door #(s):

1A 2A

Provide each PR door(s) with the following:

| QTY | | DESCRIPTION | CATALOG NUMBER | | FINISH | MFR |
|-----|----|---------------------|-------------------|---|---------|-----|
| 2 | EA | CONT. HINGE | 112HD |  | 628 | IVE |
| 1 | EA | REMOVABLE MULLION | HW-KR4954 STAB |  | 689 | VON |
| 1 | EA | PANIC HARDWARE | CD-98-EO |  | 630 | VON |
| 1 | EA | PANIC HARDWARE | CD-98-NL-OP-110MD |  | 630 | VON |
| 1 | EA | MULLION STORAGE KIT | MT54 | | 689 | VON |
| 1 | EA | RIM HOUSING | 20-079 |  | 626 | SCH |
| 3 | EA | MORTISE CYLINDER | 30-032 X K510-680 | | 626 | SCH |
| 4 | EA | FSIC CORE | 23-030 EV29 T |  | 626 | SCH |
| 4 | EA | FSIC CORE | 23-030 ICX |  | ORG | SCH |
| 2 | EA | 90 DEG OFFSET PULL | 8190EZHD 10" STD |  | 630-316 | IVE |
| 2 | EA | SURFACE CLOSER | 4040XP EDA |  | 689 | LCN |
| 2 | EA | FLOOR STOP | FS18L |  | BLK | IVE |
| 1 | EA | MULLION SEAL | 8780NBK PSA |  | BK | ZER |
| 2 | EA | DOOR SWEEP | 39A |  | A | ZER |
| 1 | EA | THRESHOLD | 655A-V3-223 |  | A | ZER |
| 1 | EA | Weatherstrip | By DR/FR Supplier | | | |

MOUNT FLOOR STOP TO ALLOW FOR MAXIMUM DEGREE OF SWING








LAMAR HIGH SCHOOL – TOILET RENOVATION
LAMAR, SOUTH CAROLINA
DCSD Solicitation No.: FAC2223-04 / Architect's Project No: 624002

Hardware Group No. HW-2 - SINGLE, INSWING, PRIVATE RESTROOM

For use on Door #(s):

3 4

Provide each SGL door(s) with the following:








| QTY | | DESCRIPTION | CATALOG NUMBER | | FINISH | MFR |
|-----|----|----------------|---------------------------|---|--------|-----|
| 3 | EA | HINGE | 5BB1HW 4.5 X 4.5 |  | 652 | IVE |
| 1 | EA | PRIVACY LOCK | ND40S RHO |  | 626 | SCH |
| 1 | EA | SURFACE CLOSER | 4040XP RW/PA TBWMS |  | 689 | LCN |
| 1 | EA | MOP PLATE | 8400 3 1/2" X 1" LDW B-CS |  | 630 | IVE |
| 1 | EA | KICK PLATE | 8400 8" X 2" LDW B-CS |  | 630 | IVE |
| 1 | EA | WALL STOP | WS406/407CCV |  | 626 | IVE |
| 1 | EA | GASKETING | 488SBK PSA |  | BK | ZER |

Hardware Group No. HW-3 - SINGLE, INSWING, GANG RESTROOM

For use on Door #(s):

1 2

Provide each SGL door(s) with the following:

| QTY | | DESCRIPTION | CATALOG NUMBER | | FINISH | MFR |
|-----|----|----------------|---------------------------|---|--------|-----|
| 3 | EA | HINGE | 5BB1HW 4.5 X 4.5 |  | 652 | IVE |
| 1 | EA | PASSAGE SET | ND10S RHO |  | 626 | SCH |
| 1 | EA | SURFACE CLOSER | 4040XP RW/PA TBWMS |  | 689 | LCN |
| 1 | EA | MOP PLATE | 8400 3 1/2" X 1" LDW B-CS |  | 630 | IVE |
| 1 | EA | KICK PLATE | 8400 8" X 2" LDW B-CS |  | 630 | IVE |
| 1 | EA | WALL STOP | WS406/407CCV |  | 626 | IVE |
| 1 | EA | GASKETING | 488SBK PSA |  | BK | ZER |

Legend:

✍ Electrified Opening

| Door# | HwSet# |
|-------|--------|
| 1 | HW-3 |
| 1A | HW-1 |
| 2 | HW-3 |
| 2A | HW-1 |
| 3 | HW-2 |
| 4 | HW-2 |

END OF SECTION 087100

SECTION 088000
GLAZING (*AD 01)

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2019).
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- E. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass 2021a.
- F. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2019.
- G. GANA (GM) - GANA Glazing Manual 2008.
- H. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use 1990 (2016).

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

1.03 SUBMITTALS

- A. Product Data on Insulating Glass Unit and Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- B. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA (GM) and IGMA TM-3000 for glazing installation methods.

1.05 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a ten (10) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.

- C. Laminated Glass: Provide a five (5) year manufacturer warranty to include coverage for delamination, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
 - 1. Cardinal Glass Industries.
 - 2. Guardian Glass, LLC.
 - 3. Pilkington North America Inc.
 - 4. Vitro Architectural Glass (formerly PPG Glass).

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Kind HS - Heat-Strengthened Type: Complies with ASTM C1048.
 - 2. Kind FT - Fully Tempered Type: Complies with ASTM C1048.
 - 3. Provide Type I, Quality-Q3, Class 1 (clear) glazing unless otherwise indicated.
 - a. Tinted Glazing: Where tinted glazing is indicated, provide Class 2 (tinted).
 - 4. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

2.03 INSULATING GLASS UNITS

- A. Fabricator: Certified by glass manufacturer for type of glass, coating, and treatment involved and capable of providing specified warranty.
- B. Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
 - 3. Warm-Edge Spacers: Manufacturer's warm-edge technology design.
 - a. Spacer Width: As required for specified insulating glass unit.
 - b. Spacer Height: Manufacturer's standard.
 - c. Products:
 - 1) Quanex IG Systems, Inc; Super Spacer TriSeal.
 - 2) Technoform Glass Insulation; TGI-Spacer.
 - 3) Substitutions: See Section 016000 - Product Requirements.
 - 4. Spacer Color: Black.
 - 5. Edge Seal:
 - a. Dual-Sealed System: Provide polyisobutylene sealant as primary seal applied between spacer and glass panes, and silicone, polysulfide, or polyurethane sealant as secondary seal applied around perimeter.
 - b. Color: Black.
 - 6. Purge interpane space with dry air, hermetically sealed.

2.04 GLAZING UNITS

- A. Type IG-1 - Insulating Glass Units: Vision glass, double glazed.
 - 1. Applications: Exterior glazing unless otherwise indicated.
 - 2. Space between lites filled with air.
 - 3. Outboard Lite: Heat-strengthened / fully-tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Gray.
 - b. Coating: Low-E (passive type), on #2 surface.
 - c. Coating Products (Low-E; Gray Tinted):
 - 1) Cardinal; ES 25 Pure Grey #2.
 - 2) Guardian; SN 68 Gray.
 - 3) Viracon; #VE3-2M.
 - 4) Vitro; Solarban 60 (2) Solargray.
 - 4. Warm-edge spacer.
 - 5. Inboard Lite: Heat-strengthened / fully-tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - 6. Total Thickness: 1 inch.
 - 7. Thermal Transmittance (U-Value), Winter - Center of Glass: 0.30, maximum.
 - 8. Solar Heat Gain Coefficient (SHGC): 0.25, maximum.
 - 9. Glazing Method: Dry glazing method, gasket glazing.
 - 10. Provide with safety glazing labeling.

2.05 ACCESSORIES

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Continuous by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.

- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- C. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- D. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- E. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.05 FIELD QUALITY CONTROL

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

3.06 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.07 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION 088000

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| FINISH SCHEDULE | | | | | | | | | | |
|-----------------|----------------|---------------------------------|-------|--------|--------|--------|--------|----------|---------|-------|
| NUMBER | NAME | FLOOR | BASE | WALLS | | | | WAINSCOT | CEILING | NOTES |
| | | | | NORTH | EAST | SOUTH | WEST | | | |
| 1 | MEN'S TOILET | P-TILE-A1, P-TILE-A2, P-TILE-A3 | GWT-A | GWT-A | GWT-A | GWT-A | GWT-A | - | GB PT | |
| 2 | WOMEN'S TOILET | P-TILE-A1, P-TILE-A2, P-TILE-A3 | GWT-A | GWT-A | GWT-A | GWT-A | GWT-A | - | GB PT | |
| 3 | TOILET | P-TILE-A1, P-TILE-A2, P-TILE-A3 | GWT-B | EPX PT | EPX PT | EPX PT | EPX PT | - | ACP | |
| 4 | TOILET | P-TILE-A1, P-TILE-A2, P-TILE-A3 | GWT-B | EPX PT | EPX PT | EPX PT | EPX PT | - | ACP | |

| DEMOLITION PLAN GENERAL NOTES | |
|--|---|
| A. DEMOLITION WORK NOTED ON THESE DRAWINGS INVOLVES THE REMOVAL OF EXISTING CONSTRUCTION UNDER THIS CONTRACT, AND SHALL BE COORDINATED WITH CORRESPONDING RENOVATION FLOOR PLANS AND DETAILS. REMOVE EXISTING CONSTRUCTION AS INDICATED FOR NEW WORK TO CONFORM TO CONTRACT DRAWINGS. | L. WALLS AND PARTITIONS SHOWN WITH DASHED LINES ARE TO BE REMOVED IN THEIR ENTIRETY INCLUDING ALL DOORS, FRAMES AND ATTACHED ITEMS. |
| B. ACTUAL FIELD CONDITIONS WHICH ARE CONCEALED BY EXISTING CONSTRUCTION MAY VARY FROM THOSE CONDITIONS INDICATED ON THE DRAWINGS. ALL WORK THAT RELATES TO OR IS IN ANY WAY AFFECTED BY EXISTING CONDITIONS WHICH VARY FROM THOSE INDICATED SHALL BE MODIFIED TO ACHIEVE THE INTENT OF THE CONTRACT DOCUMENTS, ACCORDING TO FIELD ASSESSMENTS AND MEASUREMENTS. REPORT DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH AFFECTED ASPECTS OF DEMOLITION OR CONSTRUCTION. | M. EXISTING CONSTRUCTION SHALL BE SHORED AND BRACED AS REQUIRED DURING DEMOLITION AND CONSTRUCTION. |
| C. REFER TO APPLICABLE PLUMBING, MECHANICAL, & ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL DEMOLITION NOTES. | N. COORDINATE IN THE FIELD WITH THE OWNER/ARCHITECT ALL EXISTING ITEMS TO BE SALVAGED PRIOR TO ACTUAL DEMOLITION WORK. SALVAGED ITEMS SHALL BE SURFACE CLEANED AND STORED AS DIRECTED BY THE OWNER. |
| D. WHERE REMOVAL OF EXISTING CMU WALLS (IN PART OR IN FULL) OCCURS, REMOVE BLOCK 4" MINIMUM BELOW FLOOR SLAB WHEN EXISTING WALL CONTINUES THROUGH THE SLAB. | O. ALL EXPOSED SURFACES AFFECTED BY THE DEMOLITION WORK SHALL BE PATCHED TO MATCH EXISTING ADJACENT SURFACE UNLESS SPECIFICALLY NOTED OTHERWISE. |
| E. REFER TO PLUMBING, MECHANICAL, & ELECTRICAL DRAWINGS FOR AREAS OF EXISTING FLOOR SLAB TO BE REMOVED TO ACCESS PLUMBING LINES FOR COMPLETION OF WORK UNDER THIS CONTRACT. | P. EXISTING MATERIALS AND ITEMS NOT USED AS PART OF NEW CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPING, DUCTS, CONDUITS, HANGERS, DRAINS, J-BOXES AND SIMILAR APPURTENANCES SHALL BE REMOVED AND NOT ABANDONED IN-PLACE UNLESS REMOVAL IS NOT POSSIBLE (AS DETERMINED BY THE ARCHITECT/OWNER). |
| F. NOT ALL ITEMS TO BE REMOVED ARE NUMBERED WITH KEYNOTES. REFER TO DEMOLITION LEGEND AND THESE GENERAL NOTES AND SECTION 024119 SELECTIVE DEMOLITION. | Q. KEYED DEMOLITION NOTES USED WITHOUT LEADERS ARE INTENDED TO APPLY TO THE ENTIRE SPACEROOM UNLESS NOTED OTHERWISE. |
| G. REPRESENTATIONS OF EXISTING ITEMS REQUIRING REMOVAL ARE TO BE CONSIDERED GENERAL IN NATURE BASED UPON INFORMATION PROVIDED IN RECORD DRAWINGS AND FIELD OBSERVATIONS. THIS DEMOLITION PLAN AND THE ACCOMPANYING DEMOLITION PLANS BY THE DIVISION 25 & DIVISION 26 DISCIPLINES ARE NOT INTENDED TO BE COMPREHENSIVE IN ALL DETAILS OF EXISTING CONSTRUCTION THAT WILL HAVE TO BE REMOVED TO COMPLETE THE WORK OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY UPON NOTICE OF A BELIEVED DISCREPANCY BETWEEN THE DEMOLITION DRAWINGS, EXISTING CONDITIONS, AND THE NEW WORK INDICATED. | R. DEMO ENOUGH OF EXISTING PARTITIONS TO ALLOW TOOTHING-IN OF MASONRY TO MATCH EXISTING COURSING AND PATTERN AT NEW FRAME LOCATIONS. |
| H. PROTECT ALL WORK THAT IS INDICATED TO REMAIN DURING THE DEMOLITION PROCESS. PROMPTLY REPAIR ANY DAMAGE TO PRE-DEMOLITION CONDITIONS. REFER TO SECTIONS 017300 AND 024119. | S. REFER TO WALL SECTIONS (AND RELATED DRAWINGS AND DETAILS) FOR DEMOLITION REQUIREMENTS OF EXTERIOR ELEMENTS/FINISHES NOT INDICATED ON DEMOLITION DRAWINGS. |
| I. UNLESS NOTED OTHERWISE, ALL DEMOLISHED MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFF-SITE. | T. TALL EXISTING INFORMATION WAS DETERMINED FROM DRAWINGS PROVIDED BY THE OWNER AND NON-DESTRUCTIVE OBSERVATIONS. BIDDERS SHALL REVIEW EXISTING CONDITIONS TO THE EXTENT THAT AFFECTS THE SCOPE OF DEMOLITION AND NEW WORK. |
| J. WHERE DEMOLITION WORK EXPOSES SURFACES SCHEDULED TO RECEIVE NEW FINISH, THE EXPOSED SURFACE SHALL BE PREPARED AS REQUIRED BY SPECIFICATIONS AND MANUFACTURER FOR ACCEPTABLE INSTALLATION OF THE WORK. | U. PATCH, REAIR, OR FILL ALL EXISTING INTERIOR WALL LOCATIONS WERE EXITING DUCTWORK OR PIPING HAS BEEN REMOVED. VOIDS IN EXISTING WALLS ARE TO BE PATCHED, REPAIRED, OR FILLED WITH THE SAME CONSTRUCTION TYPE AS THE EXISTING WALL. |
| | V. PATCH, REPAIR OR FILL ALL EXISTING EXTERIOR WALLS WHERE REMOVAL OF AN EXISTING ITEM OR SYSTEM LEAVES A VOID IN THE EXISTING WALL. VOIDS IN EXISTING WALLS ARE TO BE PATCHED, REPAIRED, OR FILLED WITH THE SAME CONSTRUCTION TYPE AS THE EXISTING WALL. |

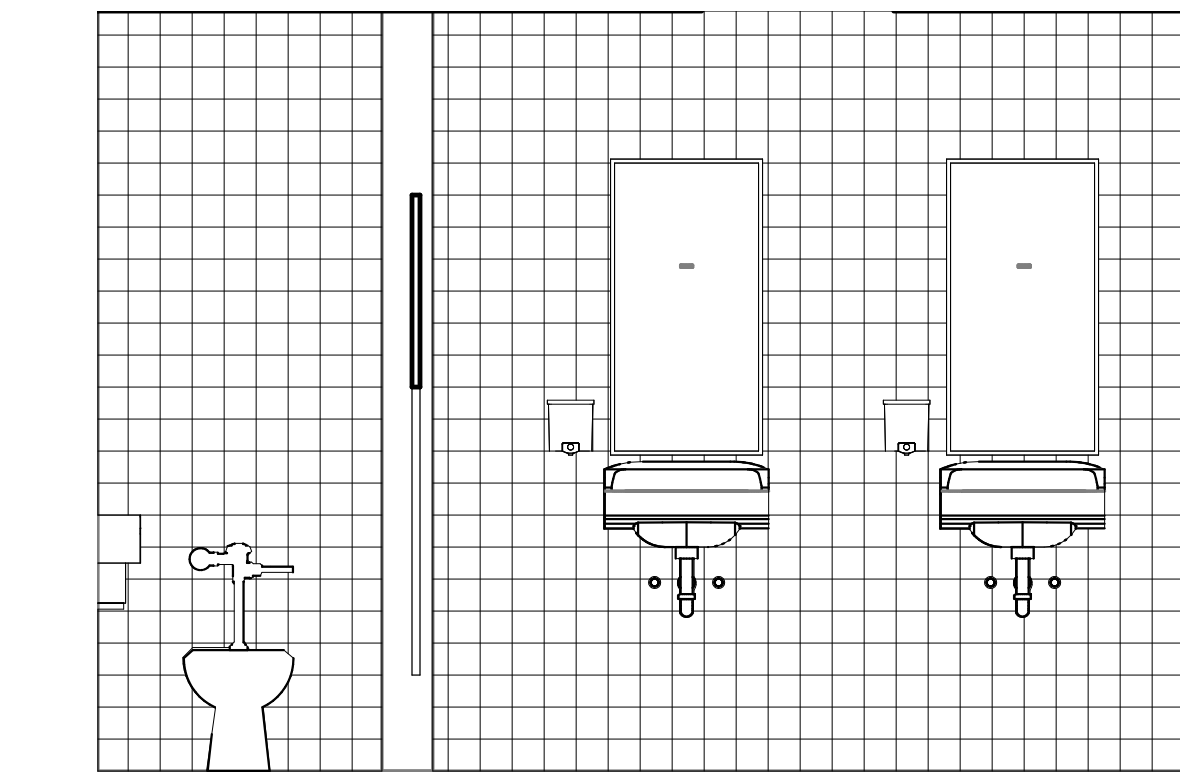
| DEMOLITION PLAN LEGEND | |
|---------------------------------|---|
| APPLIES TO DRAWINGS A2.1 - A2.2 | |
| | EXISTING PARTITION/ WALL/ ITEM TO REMAIN |
| | REMOVE EXISTING PARTITION/WALL/ITEM |
| | REMOVE EXISTING WINDOW ASSEMBLY AND FRAMING, INCLUDING ANCHORS |
| | REMOVE EXISTING DOOR, INCLUDING DOOR HARDWARE, ANCHORS, AND THRESHOLD (WHERE OCCURS). |
| | REMOVE EXISTING PLUMBING FIXTURE. REFER TO PLUMBING DEMOLITION PLAN FOR ADDITIONAL INFORMATION. |
| | REMOVE ALL EXISTING FINISH FLOORING AND SUSPENDED CEILINGS IN AREA |

| DEMOLITION PLAN KEYNOTES | |
|---|---|
| REPRESENTED BY APPLIES TO DRAWINGS A2.1 - A2.2 | |
| 1 | REMOVE EXISTING LIGHTING AND DIFFUSERS |
| 2 | REMOVE EXISTING CERAMIC TILE FLOOR FINISH AND WALL BASE |
| 3 | REMOVE CONCRETE IN AREA NECESSARY TO COMPLETE NEW WORK; PATCH CONCRETE SLAB AT THIS AREA |
| 4 | REMOVE EXISTING HARDWARE, TOILET FIXTURES, TOILET PARTITIONS, AND ANY OTHER ITEMS AND MATERIALS NEEDED TO ACCOMMODATE NEW WORK. |
| 5 | REMOVE MIRROR |
| 6 | REMOVE HAND DRYERS |
| 7 | REMOVE CMU WALL AS REQ. TO RECEIVE NEW WORK FOR FIXTURE LOCATIONS |
| 8 | REMOVE EXISTING WALL TILE ON CMU AND PREPARE FOR NEW WORK |
| 9 | REMOVE EXISTING GYP CEILING AND PREPARE FOR NEW WORK |

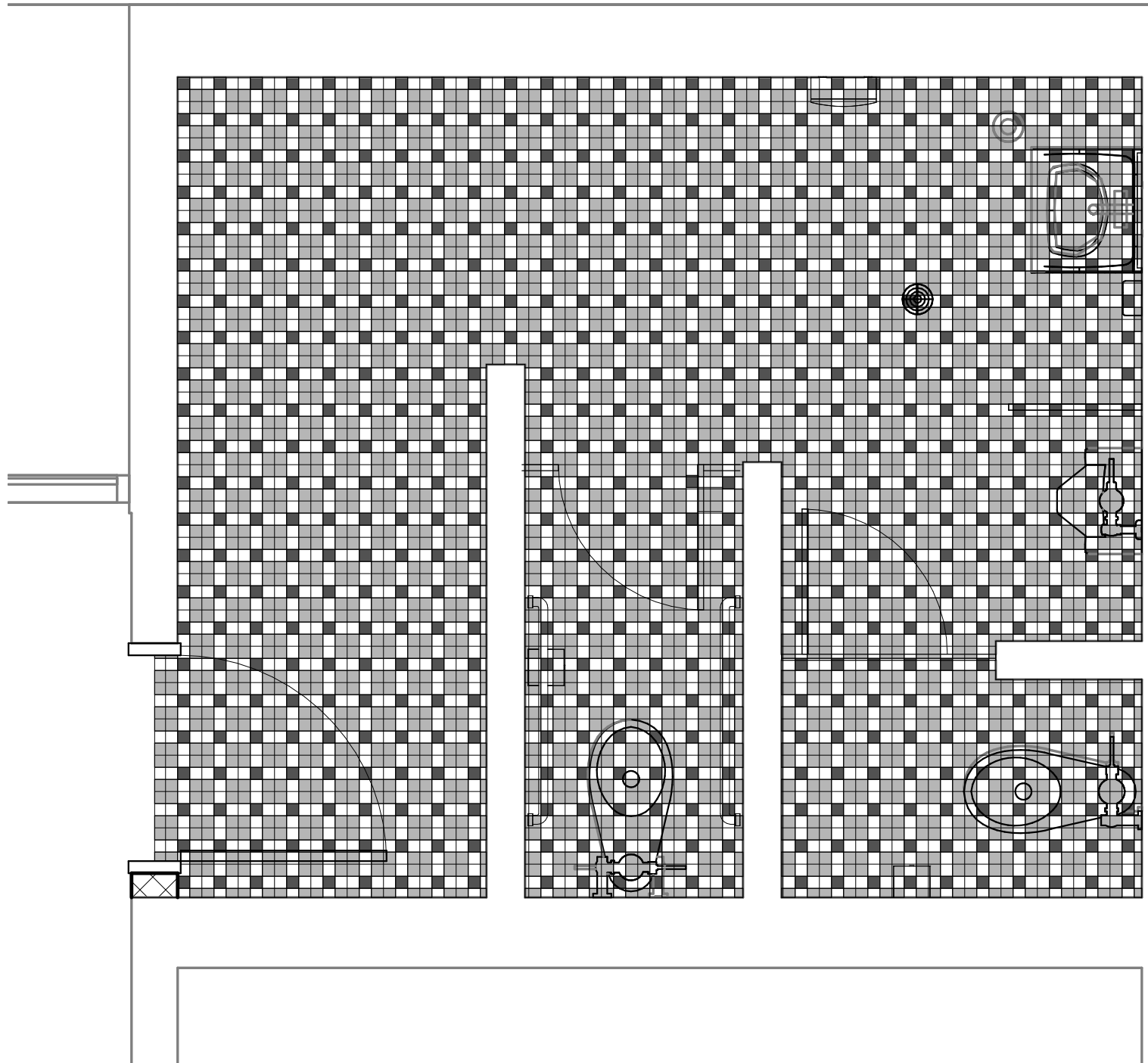
| FLOOR PATTERN LEGEND | |
|----------------------|-----------|
| | P-TILE-A1 |
| | P-TILE-A2 |
| | P-TILE-A3 |

| FINISH SCHEDULE GENERAL NOTES | |
|---|--|
| A. FINISH SCHEDULE DESCRIBES ONLY THE BASIC OR PREDOMINANT SURFACE FINISH. | |
| B. PROVIDE SAME FINISHES AS THE ADJACENT SPACE IN ALCOVES AND CONTINUOUS SPACES WITHOUT DESIGNATED SPACE NUMBERS. | |
| C. CASEWORK FINISHES ARE NOT NOTED IN THE FINISH SCHEDULE. REFER TO CASEWORK ELEVATIONS AND SPECIFICATIONS FOR MATERIALS AND FINISHES. | |
| D. DIRECTIONAL WALL FINISH INDICATORS (NORTH, EAST, SOUTH, WEST) REFER TO THE "PLAN" NORTH ORIENTATION. | |
| E. BULKHEADS AND SOFFITS MAY NOT BE INDICATED IN FINISH SCHEDULES. REFER TO RCP DETAILS, AND OTHER DOCUMENTS FOR EXTENT. | |
| F. PROVIDE CONTINUOUS SEALANT BETWEEN INTERIOR SLAB-ON-GRADE AND VERTICAL ELEMENT WHERE JOINT IS NOT CONCEALED BY FINISH BASE OR OTHER CONSTRUCTION | |
| G. REFER TO SPECIFICATIONS FOR INFORMATION ON FINISH FIRE CLASSIFICATION RATING. | |

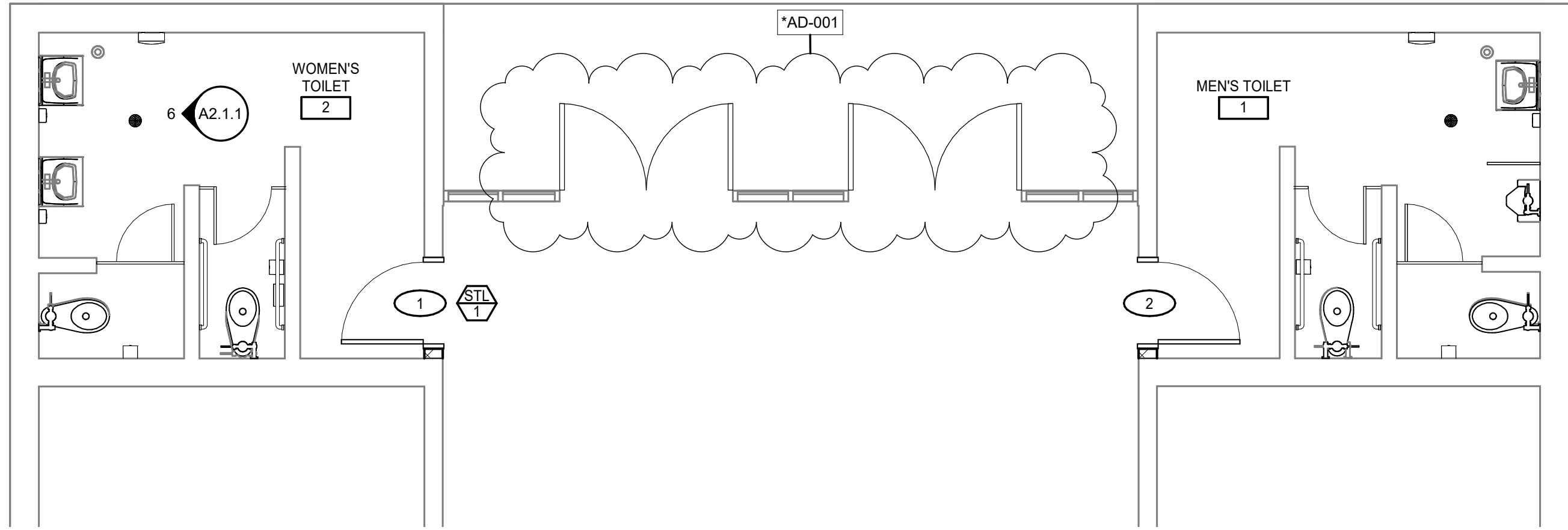
| ASBESTOS ABATEMENT GENERAL NOTES | |
|---|--|
| A. AN ASBESTOS INSPECTION WAS PERFORMED AND ASBESTOS-CONTAINING MATERIALS (ACM) WERE GENERALLY FOUND IN THE AREAS INDICATED. THE ASBESTOS-CONTAINING MATERIALS SHALL BE REMOVED PRIOR TO ANY OTHER WORK BEING PERFORMED IN THE AREAS. | |
| B. NO ASBESTOS-CONTAINING REPLACEMENT MATERIALS SHALL BE USED ON THIS PROJECT. | |
| C. LOCATIONS OF ACM WHICH WILL BE SHOWN ON THIS DRAWING ARE APPROXIMATE. CONTRACTOR(S) SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO SUBMITTING THEIR BID PROPOSAL. | |
| D. COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR. | |
| E. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. ALL ASBESTOS ACTIVITIES ARE TO BE PERFORMED BY QUALIFIED PERSONNEL LICENSED BY THE STATE OF SOUTH CAROLINA. | |



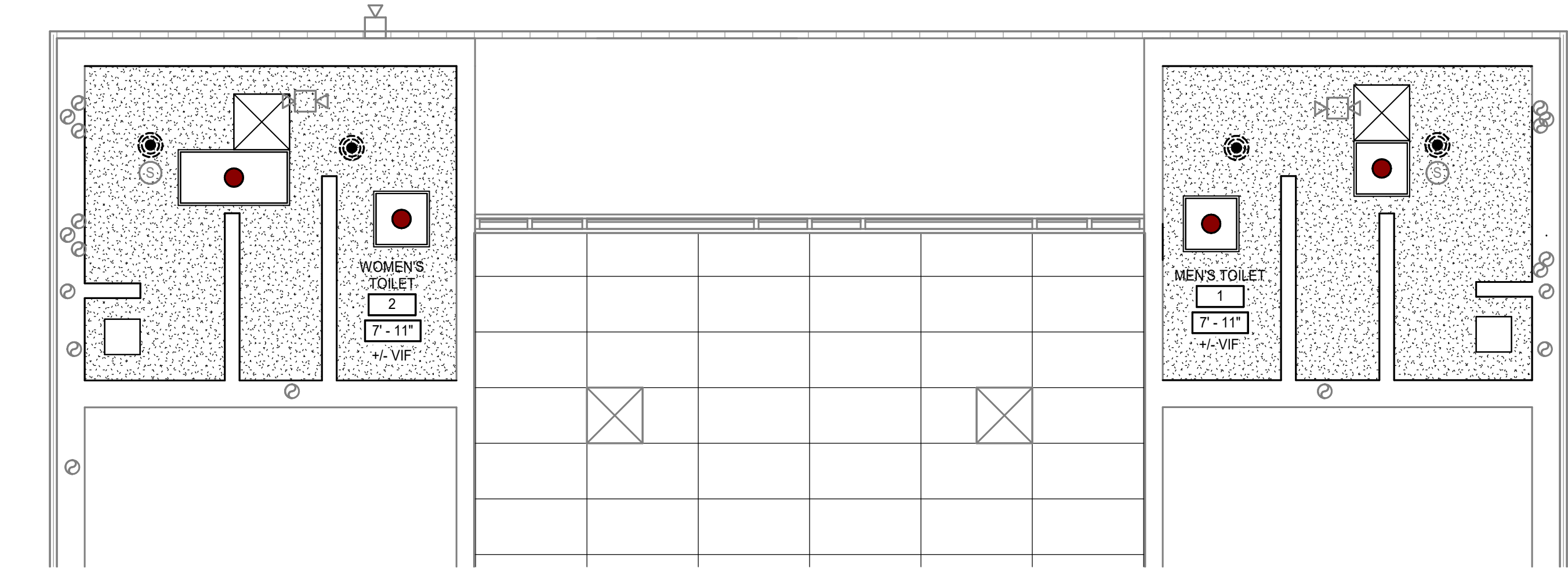
6 TYP TOILET ELEVATION
A2.1.1 | A2.1.1 1/2" = 1'-0"



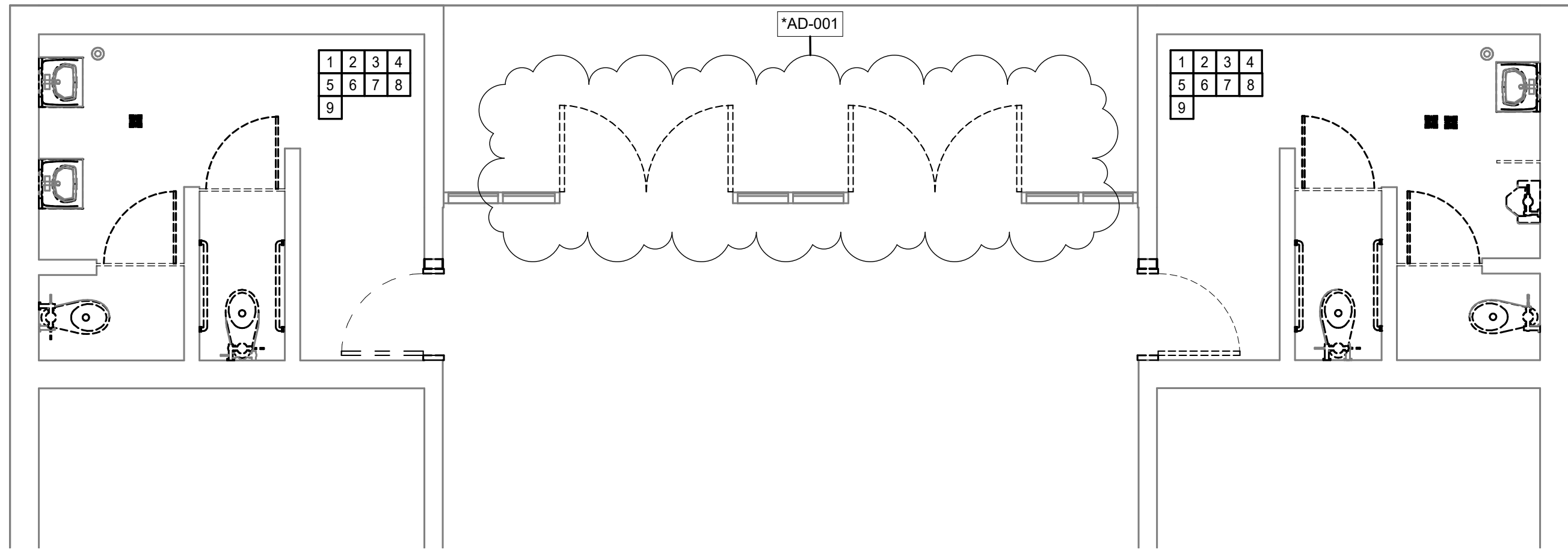
5 ENLARGED BATHROOM FLOOR PATTERN
A2.1.1 | A2.1.1 1/2" = 1'-0"



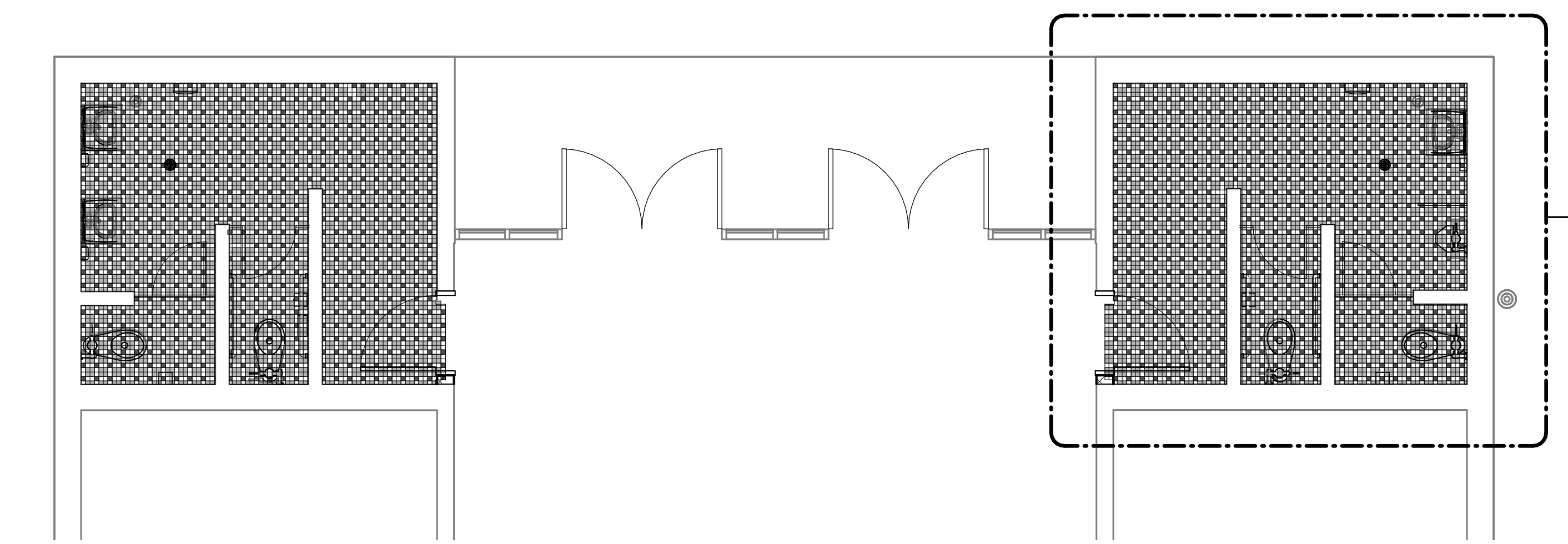
2 FIRST FLOOR PLAN
A2.1.1 1/4" = 1'-0"



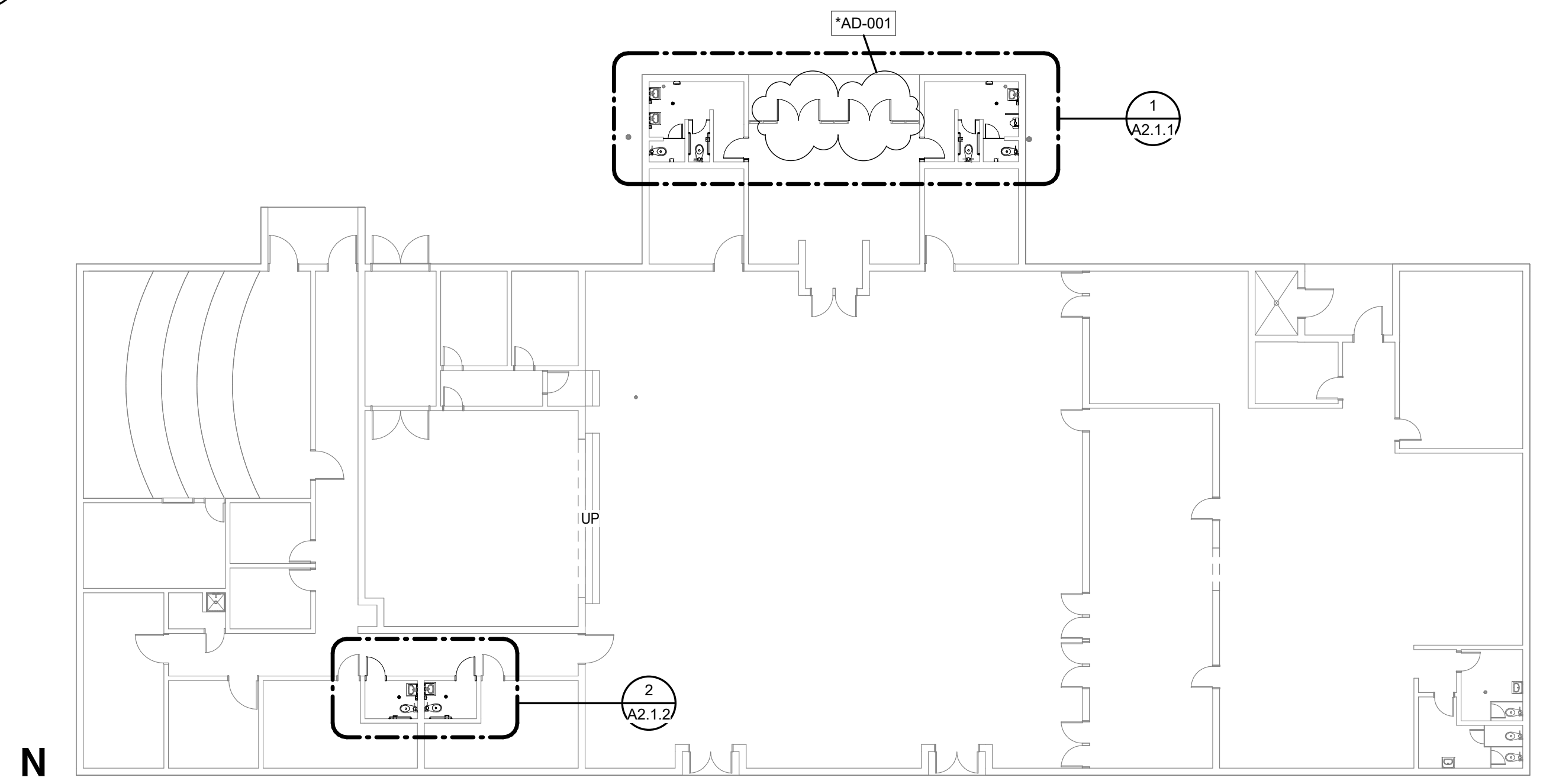
4 REFLECTED CEILING PLAN
A2.1.1 | A2.1.1 1/4" = 1'-0"



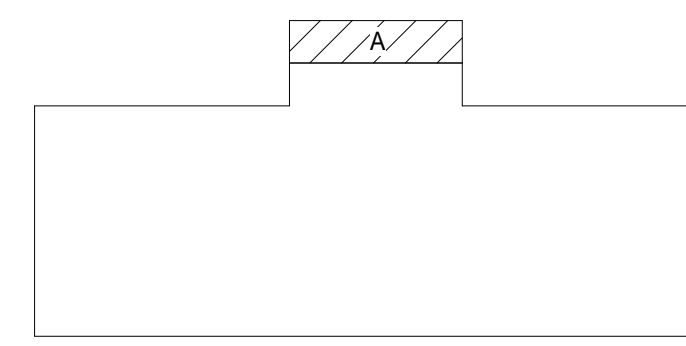
1 DEMOLITION FIRST FLOOR PLAN
A2.1.1 1/4" = 1'-0"



3 FLOOR PATTERN PLAN
A2.1.1 1/4" = 1'-0"



LAMAR HIGH SCHOOL OVERALL PLAN
1/16" = 1'-0"



KEY PLAN

