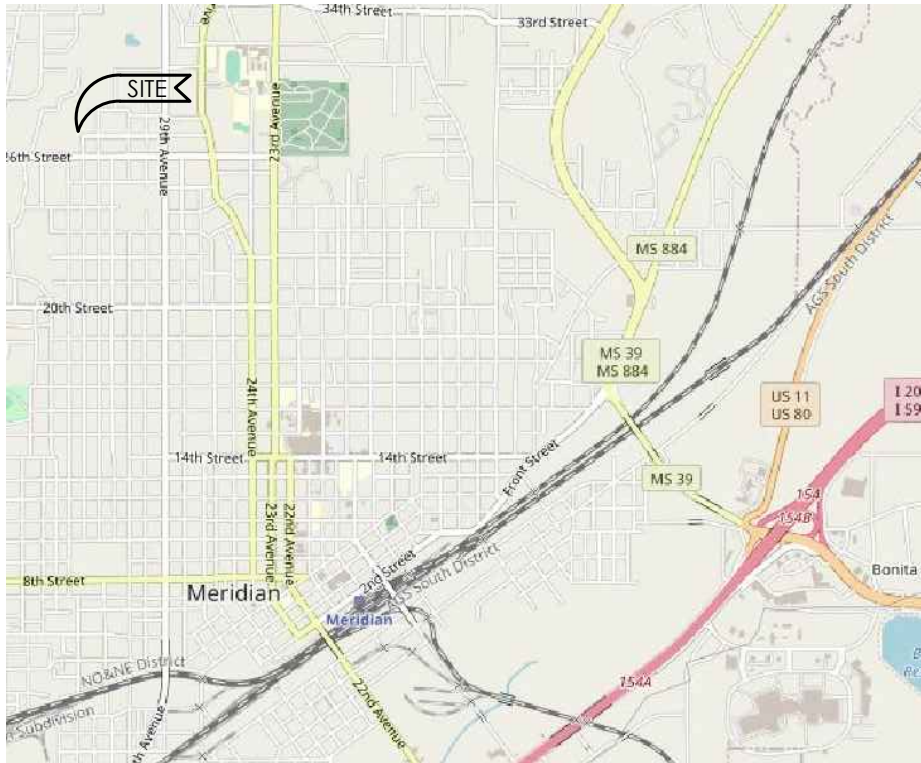




HIGHLAND BAPTIST CHURCH
3004 27th STREET
MERIDIAN, MS 39305



HIGHLAND BAPTIST CHURCH
VICINITY MAP
3004 27th STREET
MERIDIAN, MS 39305



HIGHLAND BAPTIST CHURCH

PHASE 5 - SANCTUARY

MERIDIAN, MISSISSIPPI

PROJECT TEAM:

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Highland Baptist Church
3004 27th Street
Meridan, MS 39305
phone & (Fax)

ARCHITECT:

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- E1.1 POWER PLAN
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CD SET

Issue Date: March 12, 2021

Project Number: 0902.
Issue Date: March 12, 2021
Construction Documents



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GENERAL RESTORATION/RENOVATION NOTES:

- A. WORK SHALL BE IN CONFORMANCE WITH CURRENT BUILDING CODES, THE AMERICAN DISABILITIES ACT, SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES, INDUSTRY STANDARDS, AND OTHER APPLICABLE REGULATIONS.
- B. DRAWINGS ARE DIAGRAMMATIC ONLY. DO NOT SCALE. FIELD VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT WITH ANY DISCREPANCIES AND GET CLARIFICATION PRIOR TO PROCEEDING WITH WORK.
- C. ALL DIMENSIONS ARE TO FACE OF EXISTING FINISH UNLESS OTHERWISE NOTED.
- D. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BIDDING, CONSTRUCTION, FABRICATION OR ORDERING OF MATERIALS.
- E. WHERE DIMENSIONS ARE NOT GIVEN BUT RELATIONSHIP (ALIGN, ADJACENT, EQUAL) IS CLEARLY DESIGNATED ON DRAWINGS, CONSTRUCT AS SUCH.
- F. KEEP WORK SITE CLEAN AND ORDERLY. CLEAN UP DAILY AT ALL AREAS EXPOSED TO PUBLIC VIEW.
- G. ALL ITEMS NOTED TO MATCH EXISTING SHALL BE AN EXACT MATCH TO THE ORIGINAL.
- H. PROVIDE TEMPORARY WATERTIGHT BARRIERS AT EXPOSED LOCATIONS AND MAINTAIN PROTECTION FROM WATER INFILTRATION THROUGHOUT THE PROJECT.
- I. PROTECT FROM DAMAGE ALL EXISTING WORK, FEATURES, AND ELEMENTS TO REMAIN. DO NOT REMOVE, CUT, MODIFY, OR OTHERWISE DAMAGE ANY HISTORIC MATERIAL OR ELEMENT WITHOUT OBTAINING PRIOR APPROVAL FROM THE ARCHITECT, UNLESS OTHERWISE INDICATED.
- J. INSPECT ALL SUBSTRATES, GUTTERS, FRAMING OR ANY OTHER ELEMENTS HIDDEN FROM VIEW. NOTIFY ARCHITECT OF ANY UNFORESEEN DETERIORATED OR DAMAGED AREAS PRIOR TO PROCEEDING WITH WORK.
- K. HISTORIC ELEMENTS TO BE REMOVED ARE TO BE REMOVED INTACT. REUSE THESE ITEMS TO REPLACE SEVERELY DAMAGED OR DETERIORATED ELEMENTS OF THE SAME CONFIGURATION AND MATERIAL.
- L. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE BUILDING OCCUPANTS PRIOR TO ANY INTERRUPTIONS WITH UTILITIES.
- M. IT IS ASSUMED THAT PORTIONS OF THE PAINT ON THE BUILDING CONTAIN LEAD. THE CONTRACTOR IS REQUIRED TO TAKE ALL NECESSARY PRECAUTIONS AND METHODS TO LIMIT EMPLOYEE EXPOSURE TO LEAD-BASED PAINT AND COMPLY WITH OSHA STANDARD #1926.62 REGARDING LEAD.
- N. REPAIR TO MATCH ORIGINAL OR ADJACENT ALL AREAS AFFECTED BY THE REMOVAL OF FOREIGN/OBSOLETE ELEMENTS FROM THE BUILDING INCLUDING, BUT NOT LIMITED TO CONDUIT, UTILITY CONNECTIONS, MECHANICAL UNITS, WINDOW AIR CONDITIONERS, SIGNAGE, FLAG POLES, RAILINGS, LIGHT FIXTURES, THERMOSTATS, AND OTHER SIMILAR ITEMS.
- O. PREPARE AND PAINT ALL ITEMS ORIGINALLY PAINTED (UNLESS OTHERWISE NOTED). REPAIR OR REPLACE DAMAGED OR DETERIORATED ITEMS. IF UNSURE OR QUESTIONABLE, CONTACT ARCHITECT PRIOR TO PROCEEDING WITH WORK. PAINT UNDERNEATH ALL HARDWARE.*****

- P. BACK PAINT ALL EXTERIOR TRIM BEFORE INSTALLATION OR TRIM OTHERWISE HEAVILY EXPOSED TO MOISTURE.
- Q. NEW LUMBER OR PLYWOOD SHALL BE PRESERVATIVE TREATED WHEN IN CONTACT WITH ROOFING OR FLASHING, MASONRY OR CONCRETE, WHEN LESS THAN 18 INCHES ABOVE GRADE, AND WHERE OTHERWISE NOTED.
- R. HEAT DEVICES SUCH AS HEAT GUNS, CUTTING & WELDING TORCHES, SOLDERING IRONS, AND OTHER SIMILAR DEVICES ARE **PROHIBITED** DUE TO THE HIGH RISK OF FIRE IN A HISTORIC STRUCTURE.
- S. CONTRACTOR SHALL PROTECT THE SITE FROM DAMAGE AND SHALL BE REQUIRED TO RE-GRADE AND SOD DAMAGED AREAS
- T. CONTRACTOR SHALL MAINTAIN SECURITY OF THE BUILDING AT ALL TIMES. MAINTAIN ENTRANCE TO THE BUILDING DURING THE WORK OF THIS CONTRACT. PROTECT TENANTS, PEDESTRIANS AND PUBLIC FROM ANY HARM.
- U. CONTRACTOR SHALL PROVIDE BLOCKING FOR ALL WALL MOUNTED ITEMS INDICATED IN DRAWINGS WHETHER ITEMS ARE INCLUDED IN THE CONTRACT OR NOT. COORDINATE REQUIREMENTS/LOCATIONS WITH ARCHITECT.
- V. THE INTENT IS TO CONSTRUCT OR RESTORE A BUILDING. THEREFORE, EVEN IF ANY DETAILS ARE OMITTED OR NOT APPLICABLE TO A SPECIFIC CONDITION OR LOCATION, THE CONTRACTOR'S RESPONSIBILITY REMAINS TO SUPPLY ALL COMPONENTS BY IMPLICATION. SHOULD A SPECIFIC CONDITION NOT BE REFLECTED BY A TYPICAL DETAIL, DRAWING, OR SPECIFICATION, THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT PRIOR TO PROCEEDING WITH SUCH ITEM OF WORK.
- W. **WELL MAINTAINED CONDITION:** ITEMS INDICATED TO BE RETURNED TO A WELL MAINTAINED CONDITION SHALL BE REPAIRED TO A FULLY FUNCTIONING CONDITION, WITH REPLACEMENT OF ANY DAMAGED OR DETERIORATED MATERIALS OR COMPONENTS THAT INTERFERE WITH THE FUNCTION OF THE ITEM BEING RESTORED - OR ELEMENTS THAT SHOW VISUAL SIGNS OF A LACK OF MAINTENANCE. ITEMS ARE TO APPEAR AS THOUGH THEY HAVE BEEN WELL MAINTAINED OVER THEIR LIFE, SHOWING MINOR IMPERFECTIONS, SCARS AND OTHER SIGNS OF WEAR THAT DO NOT INTERFERE WITH THE FUNCTION OF THE ITEM.



PROJECT #: 0902
DATE: 03.12.2020
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SHEET:
GENERAL
NOTES

G1.1

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

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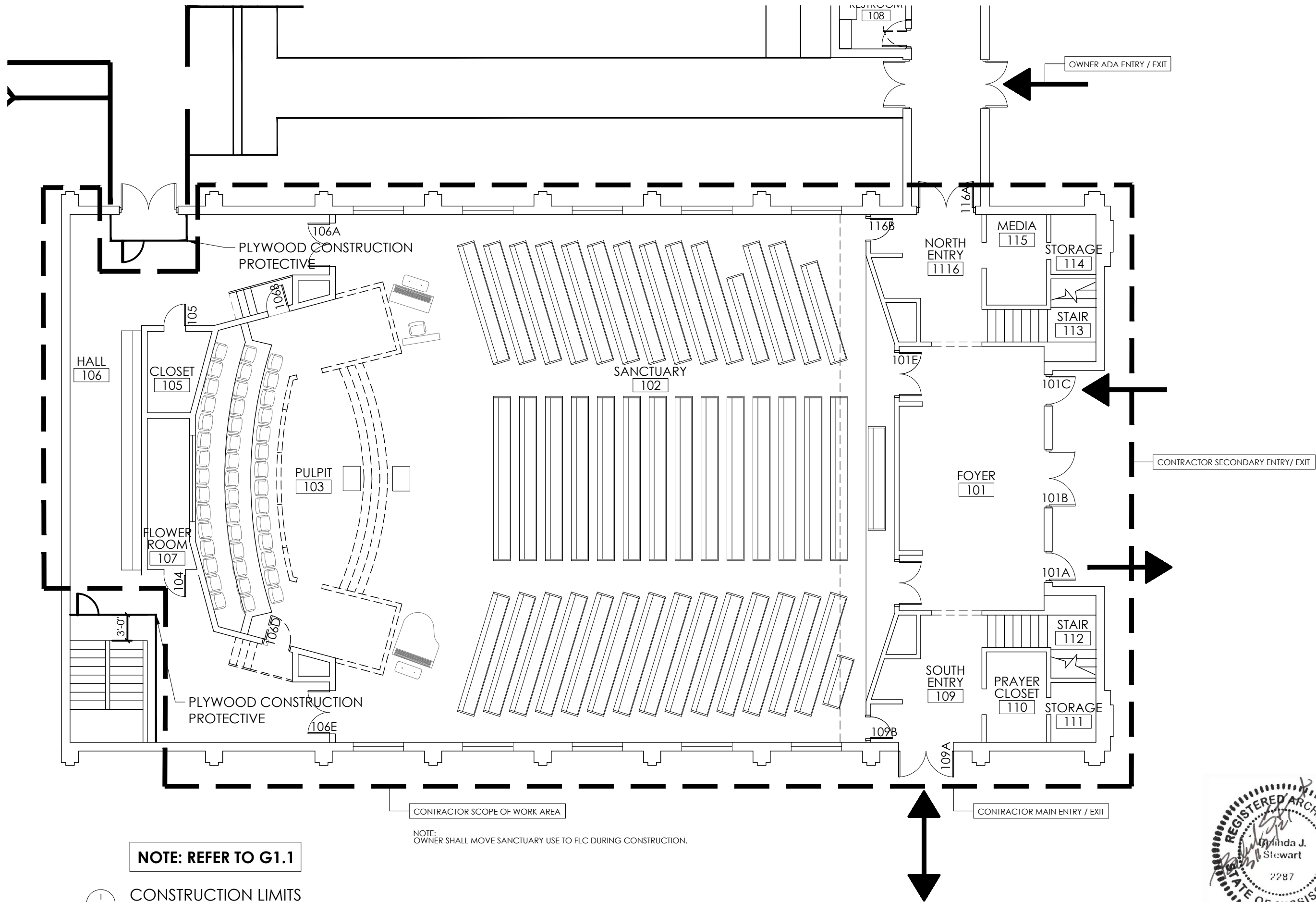
ARCHITECTURAL ABBREVIATIONS

A/C	AIR CONDITIONING	D	DEEP/DEPTH	H	HIGH	OA	OVERALL	T	TREAD
AB	ANCHOR BOLT	DBL	DOUBLE	HB	HOSE BIB	OBS	OBSCURE	T&B	TOP AND BOTTOM
AC	ACOUSTICAL	DEM	DEMOLISH/DEMOLITION	HC	HOLLOW CORE	OC	ON CENTER (S)	T&G	TONGUE AND GROOVE
ACT	ACOUSTICAL TILE	DF	DRINKING FOUNTAIN	HCAP	HANDICAPPED	OD	OUTSIDE DIAMETER	TB	TACKBOARD
AD	ACCESS DOOR	DIAM	DIAMETER	HDW	HARDWARE	OH	OVERHEAD	TEL	TELEPHONE
ADD	ADDENDUM	DIM	DIMENSION	HK	HOOKS (S)	OFCI	OWNER FURNISHED/CONTRACTOR INSTALLED	TEMP	TEMPERATURE
ADH	ADHESIVE	DL	DEAD LOAD	HM	HOLLOW METAL	OFOI	OWNER FURNISHED/OWNER INSTALLED	THK	THICK (NESS)
ADJ	ADJACENT	DN	DOWN	HOR	HORIZONTAL	OPG	OPENING	THR	THRESHOLD
ADJST	ADJUSTABLE	DP	DAMP PROOFING	HPT	HIGH POINT	OPH	OPPOSITE HAND	TO	TOP OF
AFF	ABOVE FINISHED FLOOR	DS	DOWNSPOUT	HR	HOUR	OPP	OPPOSITE	TOB	TOP OF BEAM
AL	ALUMINUM	DTL	DETAIL	HSS	HOLLOW STEEL SECTION	ORD	OVERFLOW ROOF DRAIN	TOC	TOP OF CURB/CONC
ALT	ALTERNATE	DWG	DRAWING	HT	HEIGHT	OZ	OUNCE	TOI	TOP OF INSULATION
ANOD	ANODIZED	E	EXISTING	HTR	HEATER	PAR	PARALLEL	TOM	TOP OF MASONRY
AP	ACCESS PANEL	EA	EACH	HVAC	HEATING/VENTILATION/AIR CONDITIONING	PCC	PRE CAST CONCRETE	TOP	TOP OF PARAPET
APPROX	APPROXIMATE (LY)	EC	ELECTRICAL CONTRACTOR	HW	HOT WATER	PL	PLATE	TOS	TOP OF SLAB
ARCH	ARCHITECT (URAL)	EJT	EXPANSION JOINT	ID	INSIDE DIAMETER	PLAM	PLASTIC LAMINATE	TOSTL	TOP OF STEEL
ASPH	ASPHALT	EJTC	EXPANSION JOINT COVER	IN	INCH (ES)	PLBG	PLUMBING	TOW	TOP OF WALL
AUTO	AUTOMATIC	EJTF	EXPANSION JOINT FILLER	INCAN	INCANDESCENT	PNT(D)	PAINT (ED)	TP	TACKABLE WALL PANEL
		EL	ELEVATION	INCL	INCLUDE (DING)	PS	PROJECTION SCREEN	TPTN	TOILET PARTITION
BD	BOARD	ELAS	ELASTOMERIC	INFO	INFORMATION	PSF	POUNDS PER SQUARE FOOT	TR	TRANSOM
BET	BETWEEN	ELEC	ELECTRIC (AL)	INS	INSULATE (D/ION)	PSI	POUNDS PER SQUARE INCH	TRANSL	TRANSLUCENT
BINS	BATT INSULATION	ENC	ENCLOSE (URE)	INT	INTERIOR	PT	PAYER TILE/PAINT (FINISH TAGS)	TS	TALL STORAGE
BIT	BITUMINOUS	ENT	ENTRANCE	INV	INVERT	PTN	PARTITION	TV	TELEVISION
BLDG	BUILDING	EP	ELECTRICAL PANEL BOARD	IR	IMPACT RESISTANT	PVC	POLYVINYL CHLORIDE	TWB	TREATED WOOD BLOCKING
BLK(G)	BLOCK (ING)	EQ	EQUAL	JT	JOINT	PVMT	PAVEMENT	TX	TRANSFORMER
BM	BEAM OR BENCHMARK	EQP	EQUIPMENT					TYP	TYPICAL
BOT	BOTTOM	EW	ELECTRIC WATER COOLER	LAB	LABORATORY	QTY	QUANTITY	UC	UNDERCUT
BR	BACKER ROD	EXH	EXHAUST	LAT	LAY IN ACOUSTICAL TILE	R	RESISTANCE (THERMAL)/ RISER	UL	UNDERWRITERS LABORATORY
BRG	BEARING	EXIST	EXISTING	LAM	LAMINATE (D)	R or RAD	RADIUS	UNFIN	UNFINISHED
BRK	BRICK	EXP	EXPOSED	LAV	LAVATORY	RCP	REFLECTED CEILING PLAN	UON	UNLESS OTHERWISE NOTED
BS	BOTH SIDES	EXT	EXTERIOR	LB	POUND (S)	RD	ROOF DRAIN	VAR	VARIABLE/VARIES
BSMT	BASEMENT	FD	FLOOR DRAIN	LIB	LIBRARY	RE	REFERENCE/REFER TO	VB	VAPOR BARRIER
BUR	BUILT UP ROOFING	FEC	FIRE EXTINGUISHER CABINET	LIN	LINEAL	REINF	REINFORCING	VCT	VINYL COMPOSITION TILE
BW	BOTH WAYS	FEX	FIRE EXTINGUISHER	LKR	LOCKER	REM	REMOVE	VERT	VERTICAL
BO	BOTTOM OF	FFE	FINISHED FLOOR ELEVATION	LL	LIVE LOAD	REQ	REQUIRE	VEST	VESTIBULE
		FHS	FIRE HOSE STATION	LT	LIGHT	RINS	RIGID INSULATION	VIF	VERIFY IN FIELD
CAB	CABINET	FIN	FINISH (ED)	MAINT	MAINTAIN (ANCE)	RM	ROOM	W	WIDTH/WIDE
CB	CHALKBOARD	FLCO	FLOOR CLEAN OUT	MAS	MASONRY	RO	ROUGH OPENING	W/	WITH
CFM	CUBIC FEET/MINUTE	FLG	FLASHING	MAX	MAXIMUM	RP	RADIANT PANEL	W/O	WITHOUT
CD	COILING DOOR	FLR(G)	FLOOR (ING)	MB	MARKERBOARD	SAC	SUSPENDED ACOUSTICAL CEILING	WC	WATER CLOSET
CG	COILING GRILLE	FND	FOUNDATION	MC	MECHANICAL CONTRACTOR	SBLK	SPLASH BLOCK	WD	WOOD
CIPC	CAST-IN-PLACE CONCRETE	FOC	FACE OF CONCRETE	MECH	MECHANIC (AL)	SC	SEALED CONCRETE	WH	WALL HYDRANT
CJ/CJT	CONTROL JOINT	FOS	FACE OF STUD	MTL	METAL	SCH	SCHEDULE	WP (G)	WATERPROOF (ING)
CKT	CRICKET	FOW	FACE OF WALL	MFR	MANUFACTURE (R)	SD	STORM DRAIN	WPT	WORK POINT
CLG	CEILING	FR	FIRE RESISTIVE	MH	MANHOLE	SEC	SECTION	WR	WATER RESISTANT
CLO	CLOSET	FT	FOOT/FEET	MIN	MINIMUM	SHT	SHEET	WWF	WELDED WIRE FABRIC
CLR	CLEAR (ANCE)	FTG	FOOTING	MIR	MIRROR	SHTH	SHEATHING		
CM	(S) CONCRETE MASONRY	FUT	FUTURE	MISC	MISCELLANEOUS	SIM	SIMILAR		
CMU	CONCRETE MASONRY UNIT	GA	GAUGE/GAGE	MMB	MEMBRANE	SM	SHEET METAL		
CTR	CENTER	GALV	GALVANIZED	MO	MASONRY OPENING	SNT	SEALANT		
CO	CLEAN OUT	GB	GRAB BAR	MPS	MOTORIZED PROJECTION SCREEN	SOG	SLAB ON GRADE		
COL	COLUMN	GC	GENERAL CONTRACT (OR)	MT	MOUNT (ED/ING)	SPEC	SPECIFICATION (S)		
COMP	COMPRESS	GI	GALVANIZED IRON	MR	MOISTURE RESISTANT	SQ	SQUARE		
CONC	CONCRETE	GL	GLASS/GLAZING	MAT	MATERIAL (S)	SS	STAINLESS STEEL		
CONST	CONSTRUCTION	GPDW	GYPSUM DRY WALL	N	NEW	SSK	SERVICE SINK		
CONT	CONTINUOUS/CONTINUE	GSS	GALVANIZED STEEL SHEET	NIC	NOT IN CONTRACT	STC	SOUND TRANSMISSION COEFFICIENT		
CONTR	CONTRACT(OR)	GST	GLAZED STRUCTURAL TILE	NO	NUMBER	STD	STANDARD		
COORD	COORDINATE	GUM	GLASS UNIT MASONRY	NOM	NOMINAL	STL	STEEL		
CORR	CORRUGATED	GWB	GYPSUM WALL BOARD	NRC	NOISE REDUCTION COEFFICIENT	STO	STORAGE		
CPT	CARPET (ED)	GYP	GYPSUM	NTS	NOT TO SCALE	STRUC	STRUCTURAL		
CPT	CARPET (ED)					SUS	SUSPENDED		
CT	CERAMIC TILE					SYM	SYMMETRICAL		
CTR	COUNTER								
CW	COLD WATER								
CWX	CASEWORK								
CX	CONNECTION								



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HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI



NOTE: REFER TO G1.1

1
G1.2 CONSTRUCTION LIMITS
SCALE: 3/32" = 1'-0"

NOTE:
OWNER SHALL MOVE SANCTUARY USE TO FLC DURING CONSTRUCTION.

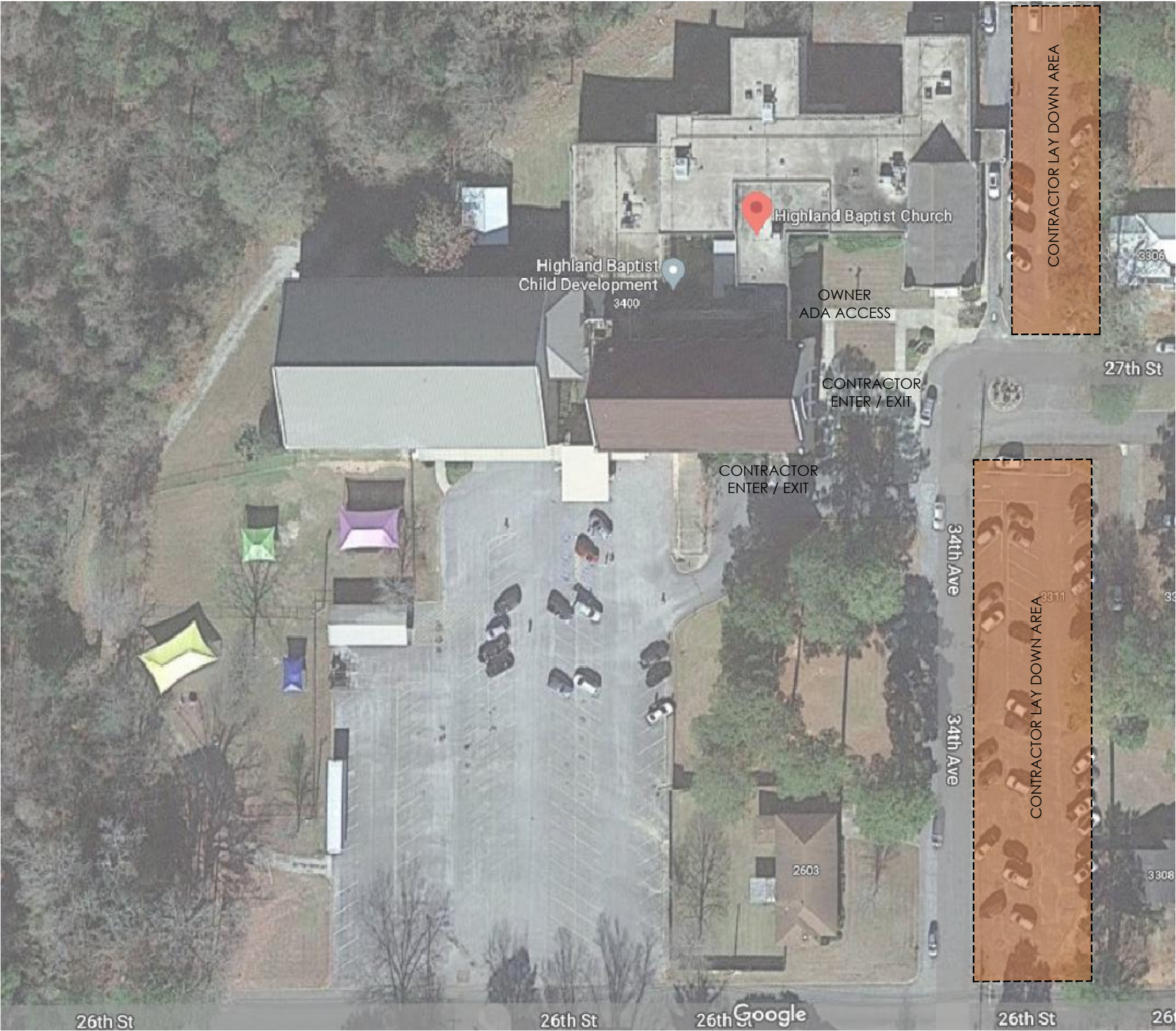


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HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
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SHEET:
CONSTR. LIMIT

G1.3



NOTE: REFER TO G1.1



1
G1.3 LAY DOWN YARD
SCALE: 1/64" = 1'-0"

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

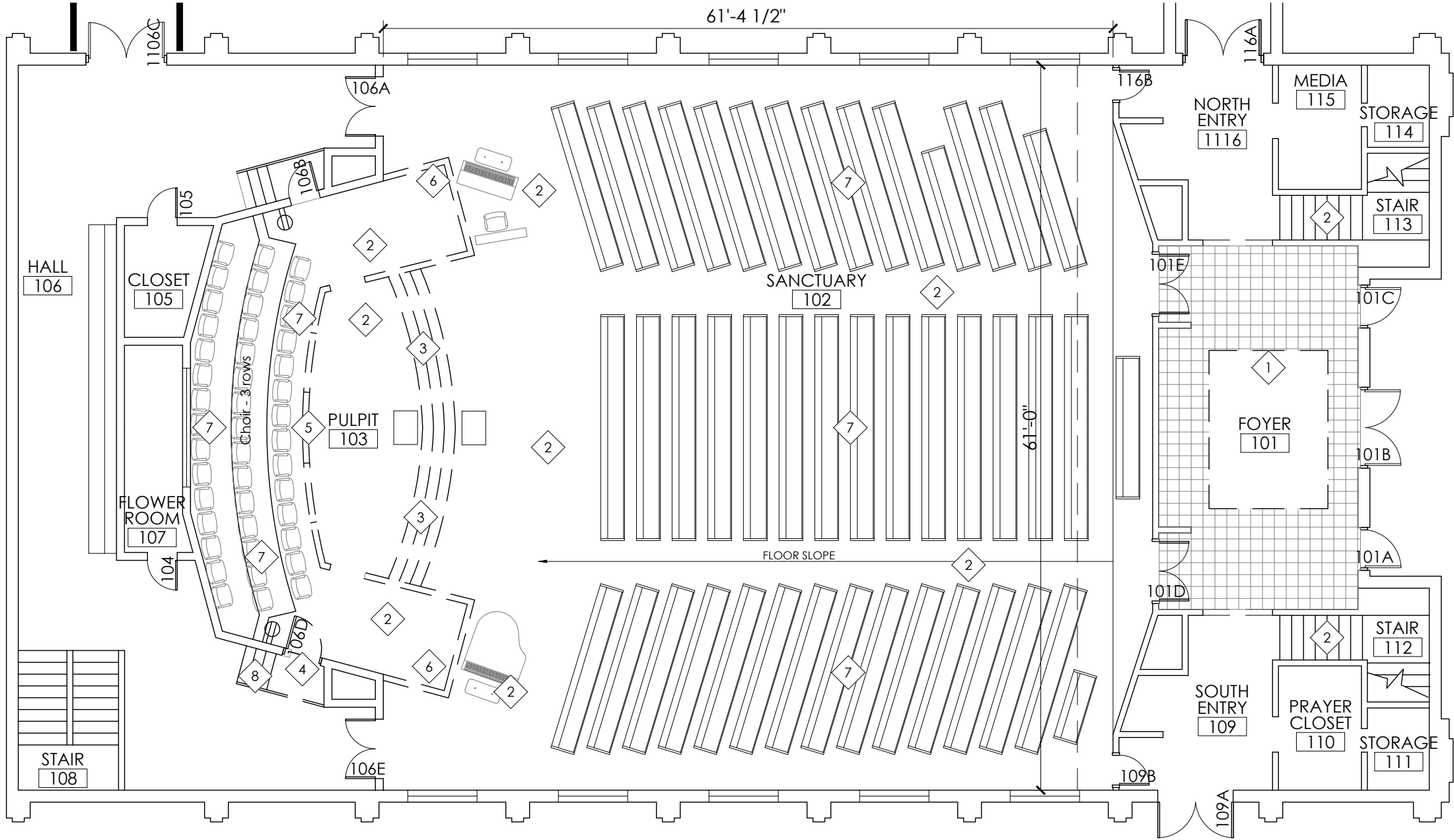
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SHEET:
LAY DOWN
YARD

G1.4

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NOTE:
OWNER SHALL REMOVE THE FOLLOWING PRIOR TO DEMOLITION
CHAIRS, MUSICAL INSTRUMENTS, TV AND SOUND EQUIPMENT



1 DEMOLITION PLAN
D1.1 SCALE: 3/32" = 1'-0"

DEMOLITION LEGEND

DEMO — — —

NOTE: REFER TO G1.1

DEMOLITION KEY NOTES

- 1 SAW CUT AND REMOVE EXISTING QUARRY TILE IN COORDINATION WITH RUG BY OWNER.
- 2 REMOVE EXISTING CARPET
- 3 REMOVE EXISTING PLATFORM AS SHOWN
- 4 REMOVE EXISTING DOOR AND SALVAGE HARDWARE FOR REUSE
- 5 REMOVE EXISTING WOOD CHOIR RAIL AND SALVAGE FOR REUSE

- 6 CAREFULLY REMOVE TOP PART OF EXISTING WOOD BALCONY RAIL AND SALVAGE FOR REUSE, SEE DETAIL 3/A5.4
- 7 RELOCATE ALL PEWS AND CHAIRS FOR REUSE
- 8 REMOVE EXISTING STEP AND RAILING.
- 9 EQUIPMENT WILL BE MOVED BY OWNER.



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HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

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DATE: 03.12.2020
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SHEET: DEMOLITION PLAN

D1.1

- DEMOLITION KEY NOTES
- 1

SAW CUT AND REMOVE EXISTING QUARRY TILE IN COORDINATION WITH RUG BY OWNER.
- 2

REMOVE EXISTING CARPET
- 3

REMOVE EXISTING PLATFORM AS SHOWN
- 4

REMOVE EXISTING DOOR AND SALVAGE HARDWARE FOR REUSE
- 5

REMOVE EXISTING WOOD CHOIR RAIL AND SALVAGE FOR REUSE
- 6

CAREFULLY REMOVE TOP PART OF EXISTING WOOD BALCONY RAIL AND SALVAGE FOR REUSE, SEE DETAIL 3/A5.4
- 7

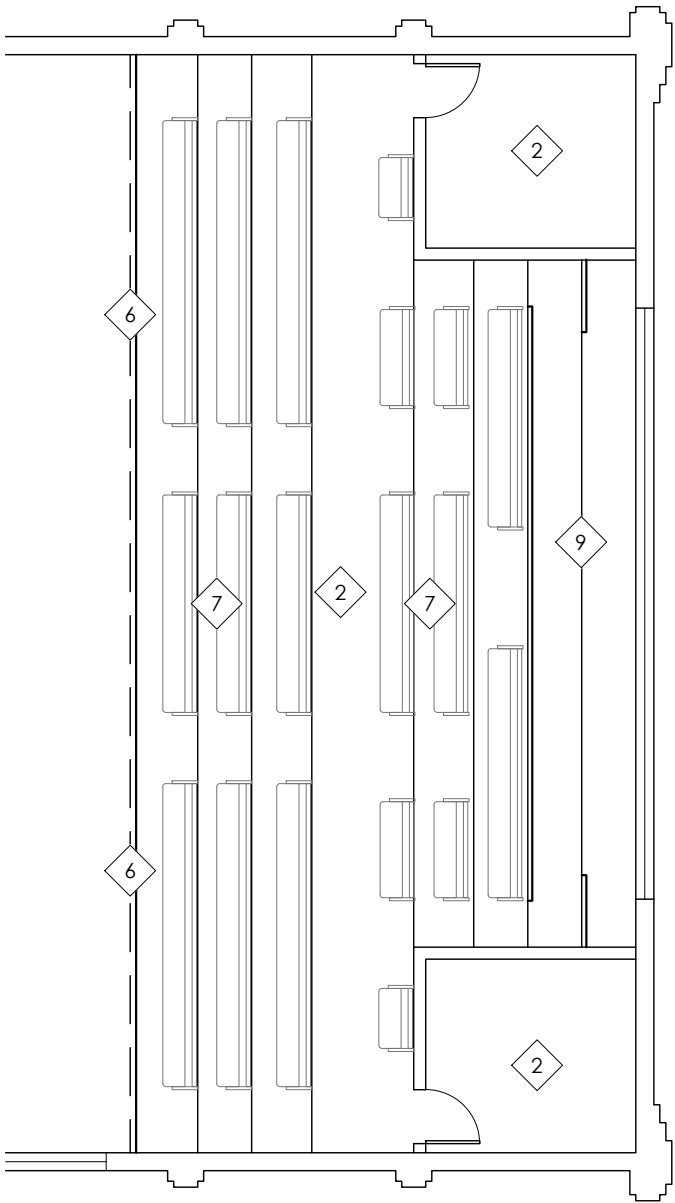
RELOCATE ALL PEWS AND CHAIRS FOR REUSE
- 8

REMOVE EXISTING STEP AND RAILING.
- 9

EQUIPMENT WILL BE MOVED BY OWNER.

DEMOLITION LEGEND

DEMO — — —



1

DEMOLITION PLAN

D1.2

SCALE: 3/32" = 1'-0"

NOTE: REFER TO G1.1



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SHEET:

DEMOLITION PLAN

D1.2

HIGHLAND BAPTIST CHURCH

PHASE 5 - SANCTUARY RENOVATIONS

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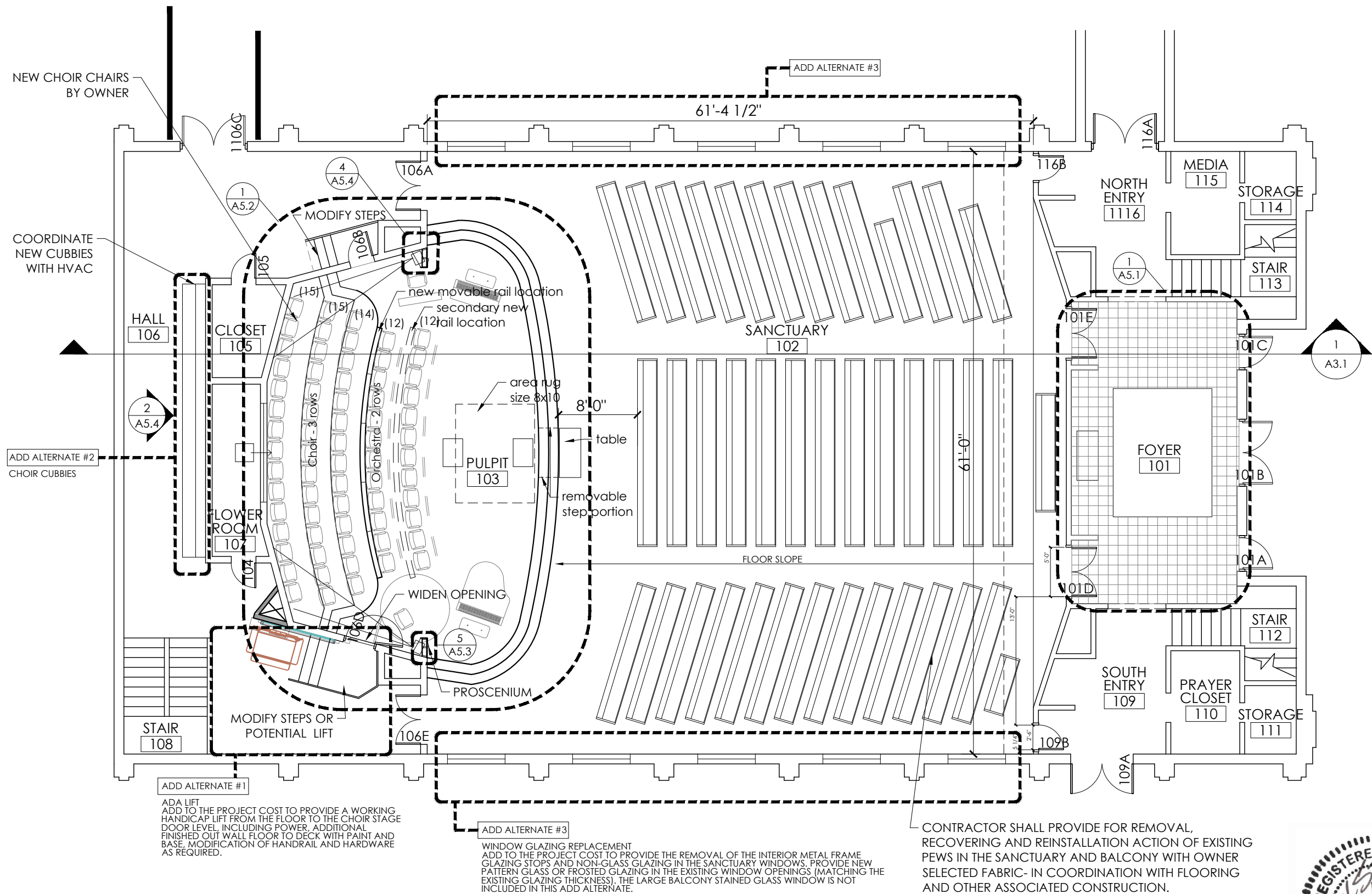
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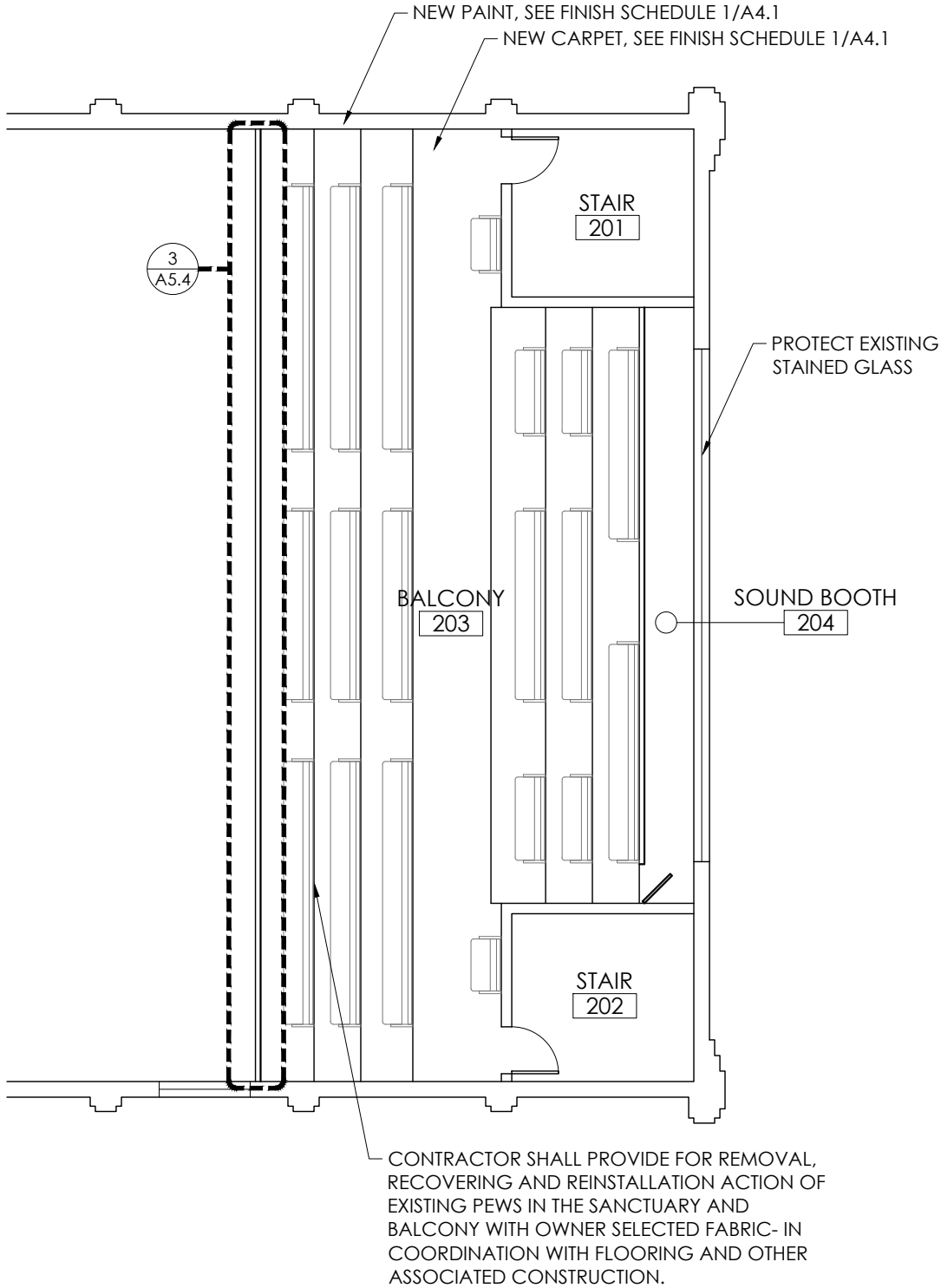
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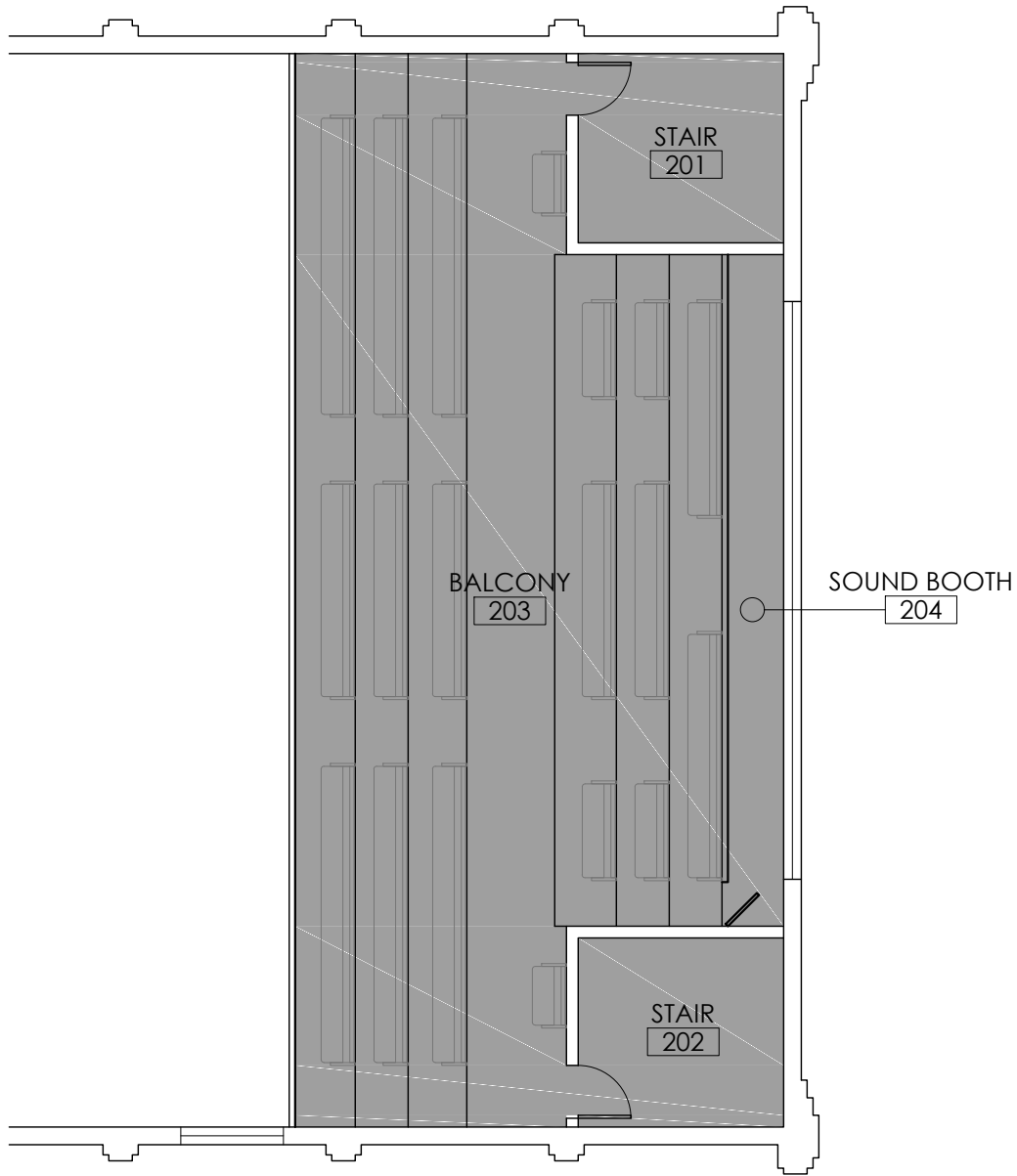
NOTE:
COORDINATE SEQUENCING OF ELECTRICAL WIRING
PLACEMENT WITH NEW CARPET INSTALL.



1
A1.2

REVISED BALCONY PLAN

SCALE: 3/32" = 1'-0"



NOTE: REFER TO G1.1

2
A1.2

SECOND FLOOR
FLOORING DIAGRAM

SCALE: 3/32" = 1'-0"

LEGEND:

CARPET TILE

LVT

EXISTING QUARRY TILE

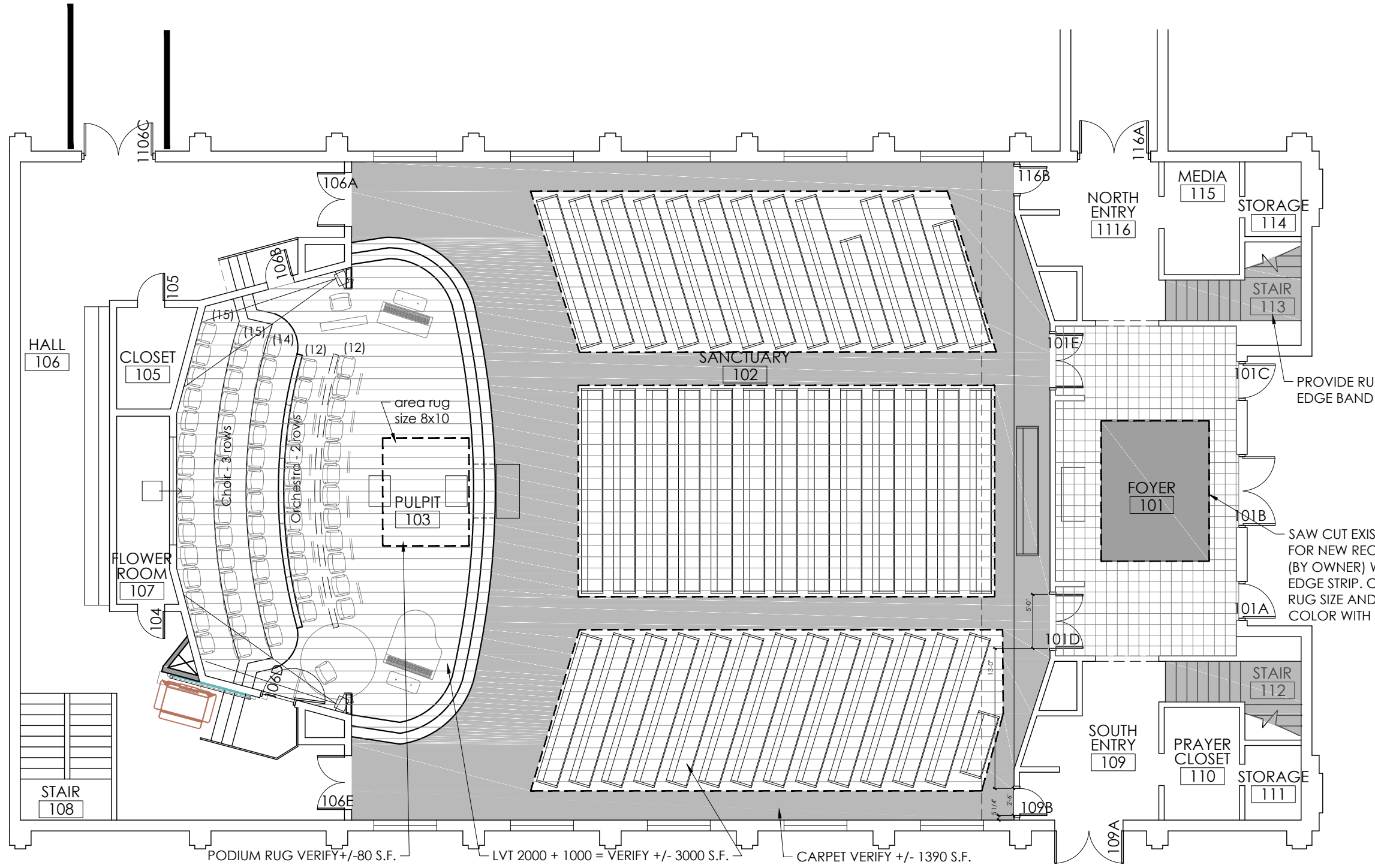


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SHEET:
FLOOR
PLAN

A1.2



LEGEND:

- CARPET TILE
- LVT
- EXISTING QUARRY TILE

1
A1.3
FIRST FLOOR
FLOORING DIAGRAM
SCALE: 3/32" = 1'-0"

NOTE: REFER TO G1.1

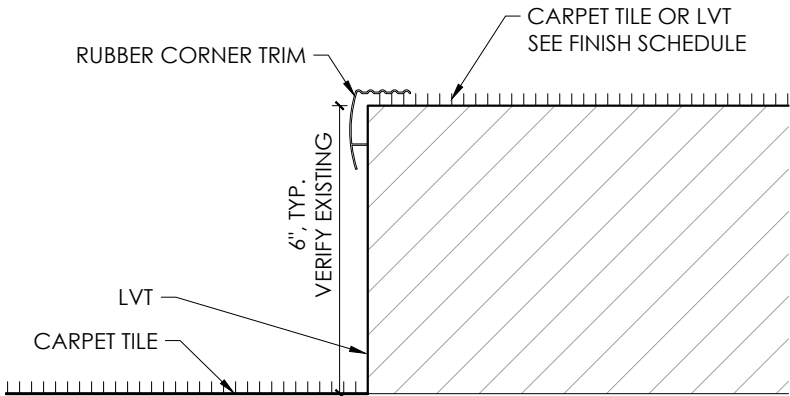


KEY NOTES:

- 1

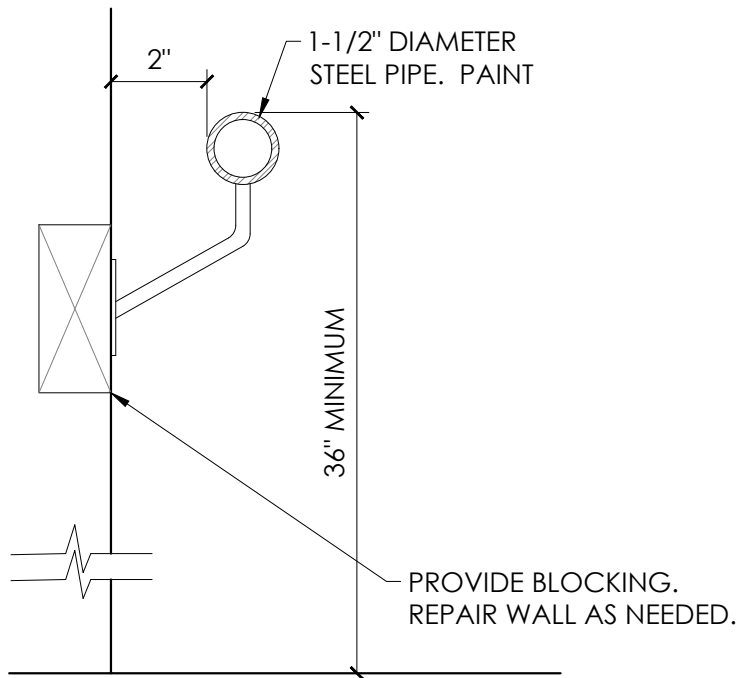
EXISTING BAPTISTERY. PROTECT. PAINT TRIM.
- 2

NEW CHANDELIERS AT EXISTING ELECTRICAL LOCATIONS.



2
A2.1

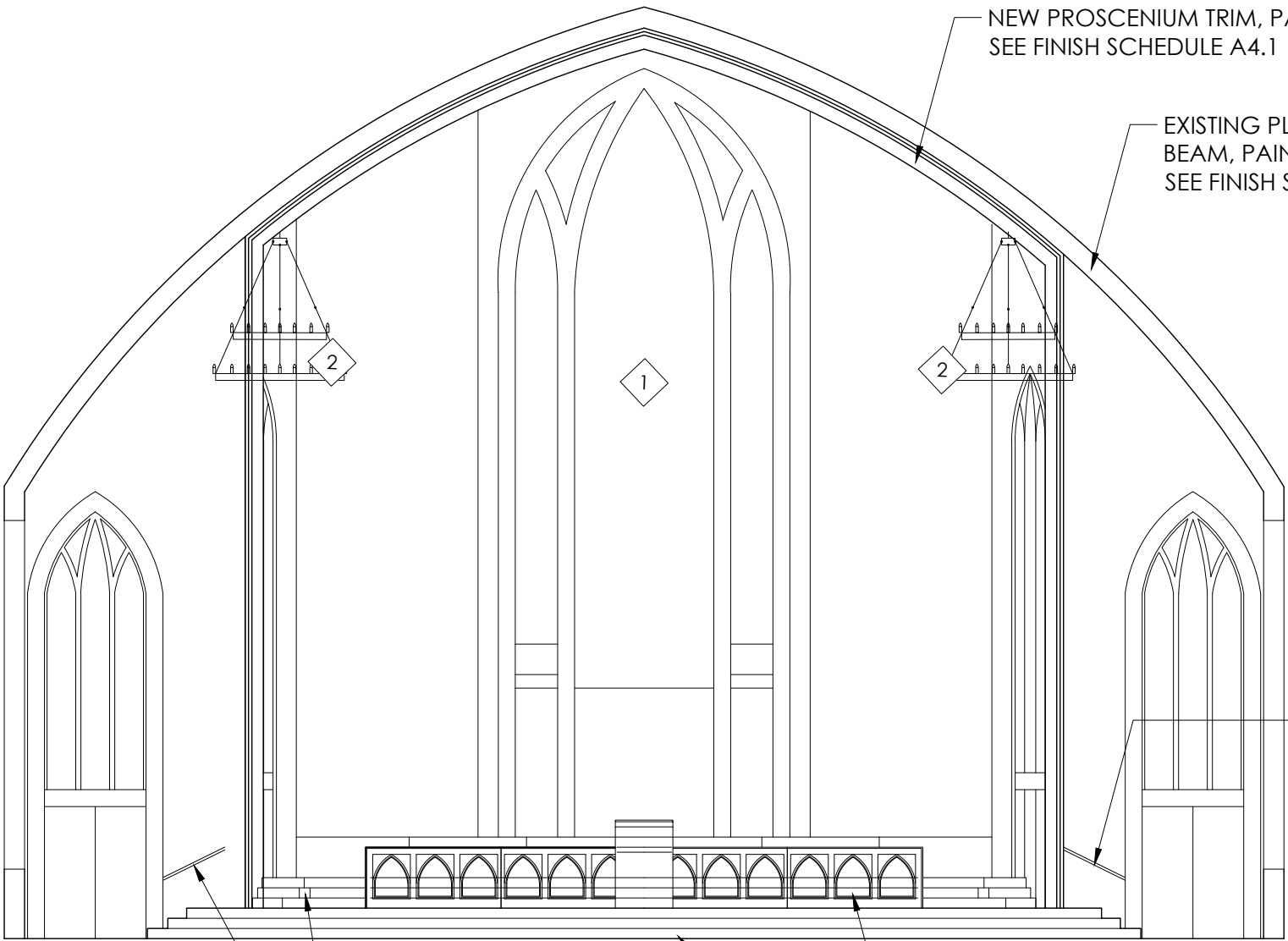
RISER TREAD TRANSITION
SCALE: 3" = 1'-0"



3
A2.1

HANDRAIL DETAIL
SCALE: 3" = 1'-0"

NEW WALL MOUNTED HANDRAIL..
SEE DETAIL 3/A2.1.

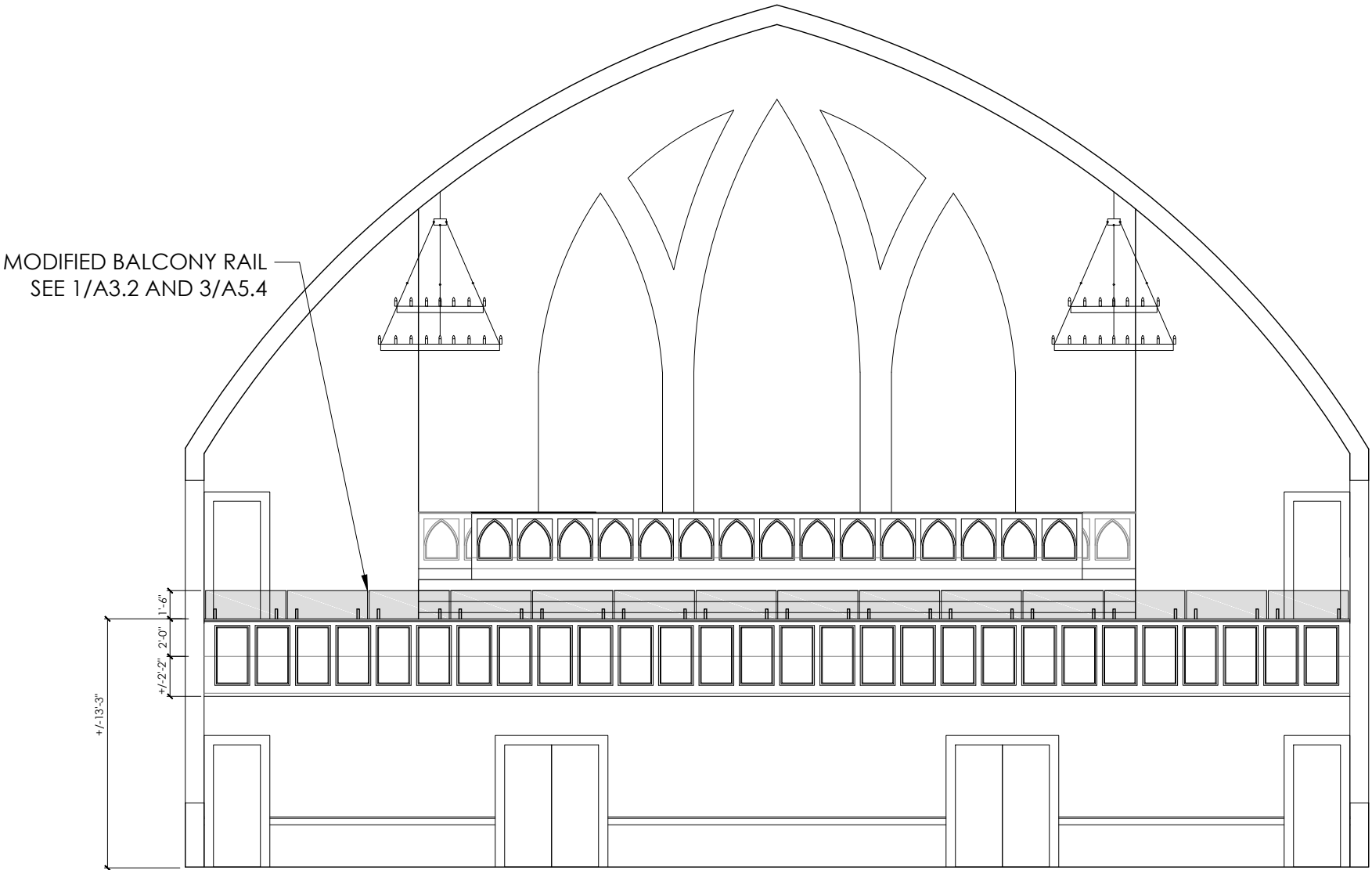


NOTE: REFER TO G1.1

1
A2.1

REVISED CHANCEL ELEVATION
SCALE: 1/8" = 1'-0"





1 REVISED BALCONY ELEVATION
A2.2 SCALE: 1/8" = 1'-0"

NOTE: REFER TO G1.1

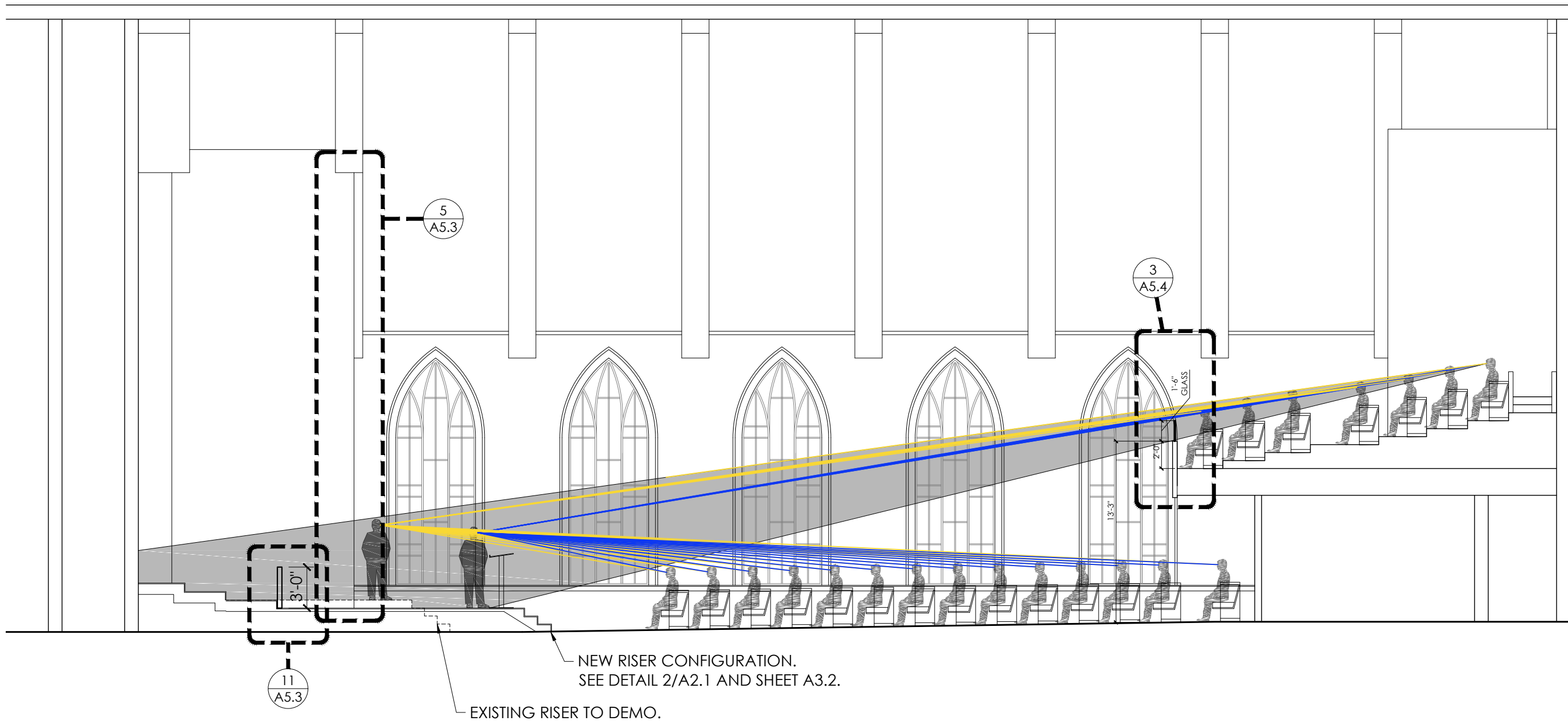


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SHEET:
BALCONY
ELEVATION

A2.2

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

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1
A3.1

SANCTUARY SECTION - SIGHT LINES
SCALE: 1/8" = 1'-0"

NOTE: REFER TO G1.1

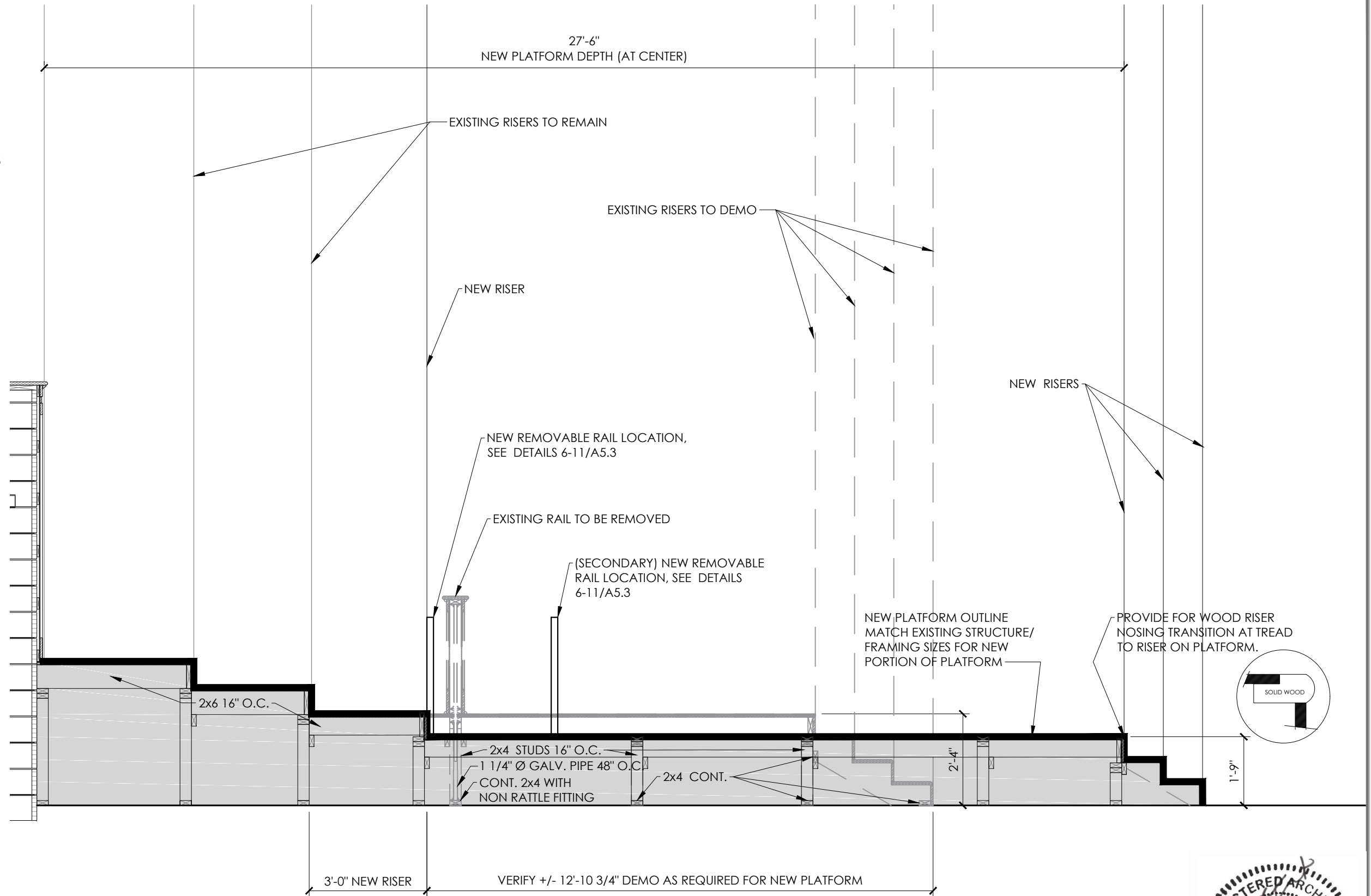


PROJECT #: 0902
DATE: 03.12.2020
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SHEET:
SIGHT LINE
SECTION
A3.1

HIGHLAND BAPTIST CHURCH
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HATCH INDICATES
NEW PLATFORM



2
A3.2

NOTE: REFER TO G1.1

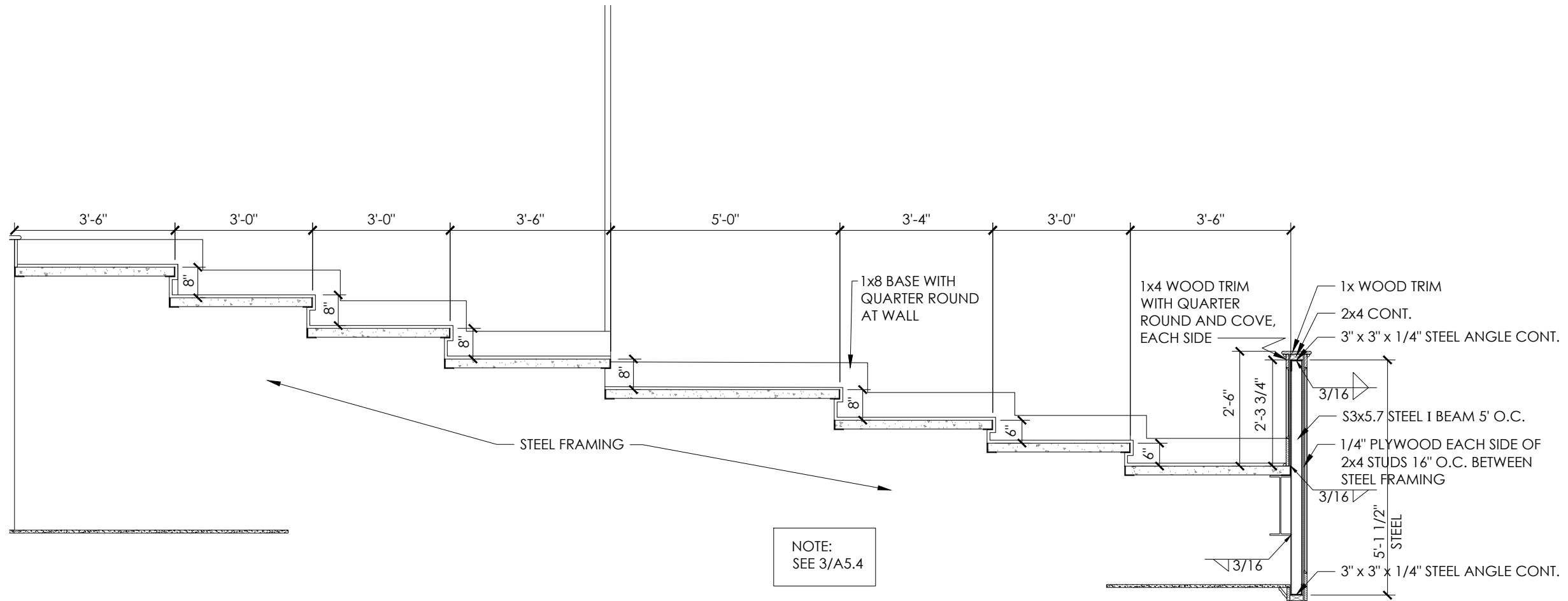
EXISTING SECTION AT BAPTISTRY, CHOIR AND PULPIT
SCALE: 3/8" = 1'-0"



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HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

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SHEET: ELEVATION SECTION
A3.2



1
A3.3

EXISTING SECTION AT BALCONY

SCALE: 3/8" = 1'-0"

NOTE: REFER TO G1.1

NOTE:
SEE 3/A5.4



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ELEVATION
SECTION

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS

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A3.3

ROOM FINISH SCHEDULE						
ROOM NAME	RM#	FLOOR	WALLS	CEILING	TRIM	REMARKS
FIRST FLOOR						
FOYER	101	EXISTING - MODIFIED	ABOVE: PAINT COLOR A WAINSCOTING: PAINT COLOR B	PAINT: COLOR A	PAINT: COLOR B	SAW CUT EXISTING FLOOR TILE FOR INSET CARPET RUG (BY OWNER)
SANCTUARY	102	LVT / CARPET	ABOVE: PAINT COLOR A WAINCOTING: PAINT COLOR B	PAINT CEILING: COLOR A PAINT BEAMS: COLOR B	PAINT: COLOR B	LVT: MOHAWK, HOT & HEAVY, SECOYA, 148 ATWELL MILL - INSTALL: CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
PULPIT	103	LVT	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	LVT: MOHAWK, HOT & HEAVY, SECOYA, 148 ATWELL MILL - INSTALL:
BAPTISTERY	104	-	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	
CLOSET	105	-	-	-	-	
HALL	106	--		-	-	ALT #2 CUBBIES PAINT: COLOR B
FLOWER RM	107	-	-	-	-	
STAIR	108	-	-	-	-	
SOUTH ENTRY	109	EXISTING QUARRY TILE	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	
PRAYER CLOS	110	-	-	-	-	
STORAGE	111	-	-	-	-	
STAIR	112	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
STAIR	113	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
STORAGE	114	-	-	-	-	
MEDIA	115	-	-	-	-	
NORTH ENTRY	116	EXISTING QUARRY TILE	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	
SECOND FLOOR						
STAIR	201	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
STAIR	202	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
BALCONY	203	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:
SOUND BOOTH	204	CARPET	PAINT: COLOR A	PAINT: COLOR A	PAINT: COLOR B	CARPET: MOHAWK, COLOR BALANCE, 847 SAND - INSTALL:

DOOR SCHEDULE						
MARK	TYPE	FRAME MTRL.	DOOR MTRL.	DOOR WIDTH x HEIGHT	HARDWARE	REMARKS
FIRST FLOOR						
101A	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT INTERIOR COLOR B
101B	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT INTERIOR COLOR B
101C	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT INTERIOR COLOR B
101D	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT BOTH SIDE COLOR B
101E	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT BOTH SIDES COLOR B
104	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	
105	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	
106A	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT SANCTUARY SIDE COLOR B
106B	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	
106C	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	
106D	A	WOOD	WOOD	3'-4" X MATCH EXISTING	FULL SWING BACK TO ADJACENT WALL	COORDINATE WITH NEW ADA LIFT
106E	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT SANCTUARY SIDE COLOR B
109A	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT INTERIOR COLOR B
109B	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT BOTH SIDES COLOR B
116A	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT N ENTRY SIDE COLOR B
116B	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	PAINT BOTH SIDES COLOR B

COLOR CHART

COLOR A

SHERWIN WILLIAMS, USEFUL GRAY 7050
FINISH: EGGSHELL

COLOR B

SHERWIN WILLIAMS, ANALYTICAL GRAY 7051
FINISH: SEMI-GLOSS

NOTE: CONTRACTOR SHALL PROVIDE COLOR MOCK UP FOR APPROVAL BY OWNER/ARCHITECT PRIOR TO PAINTING.

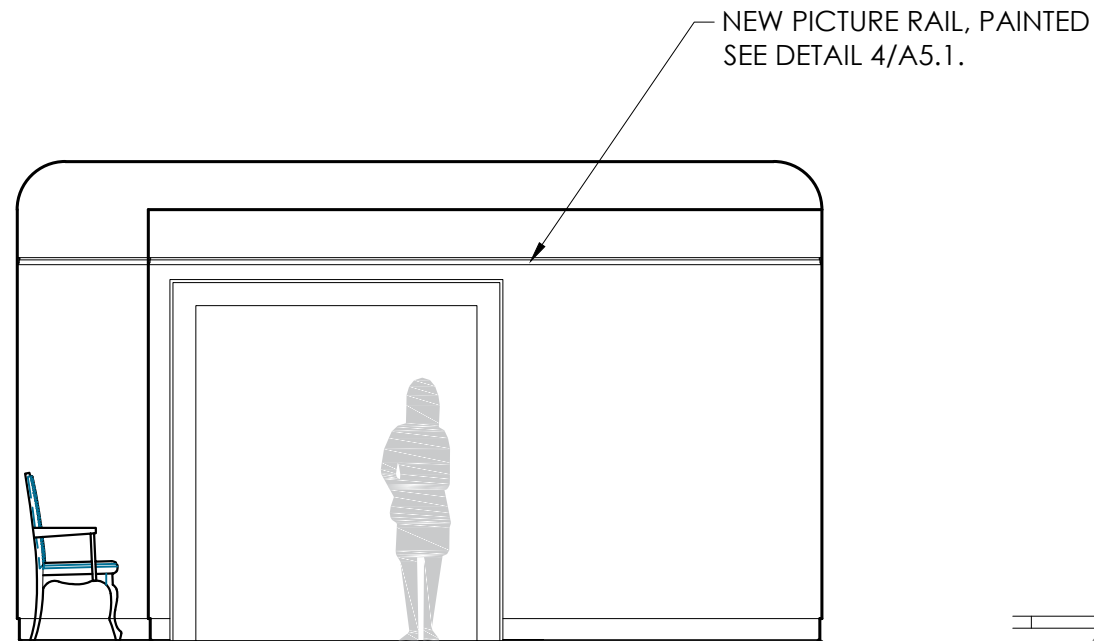
NOTE: REFER TO G1.1



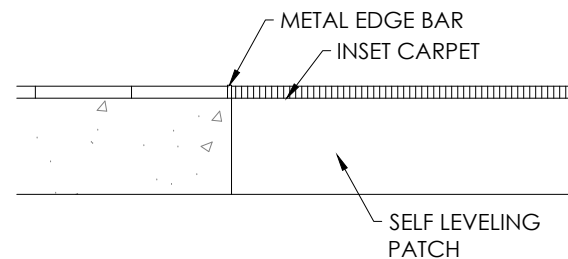
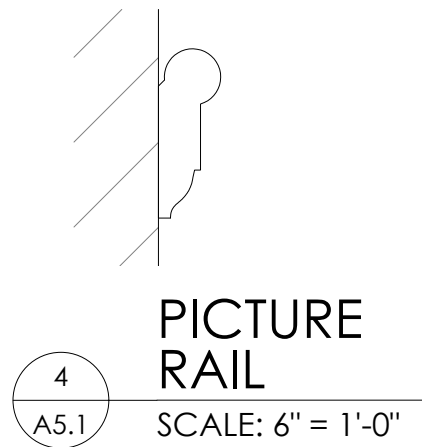
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SHEET: SCHEDULES

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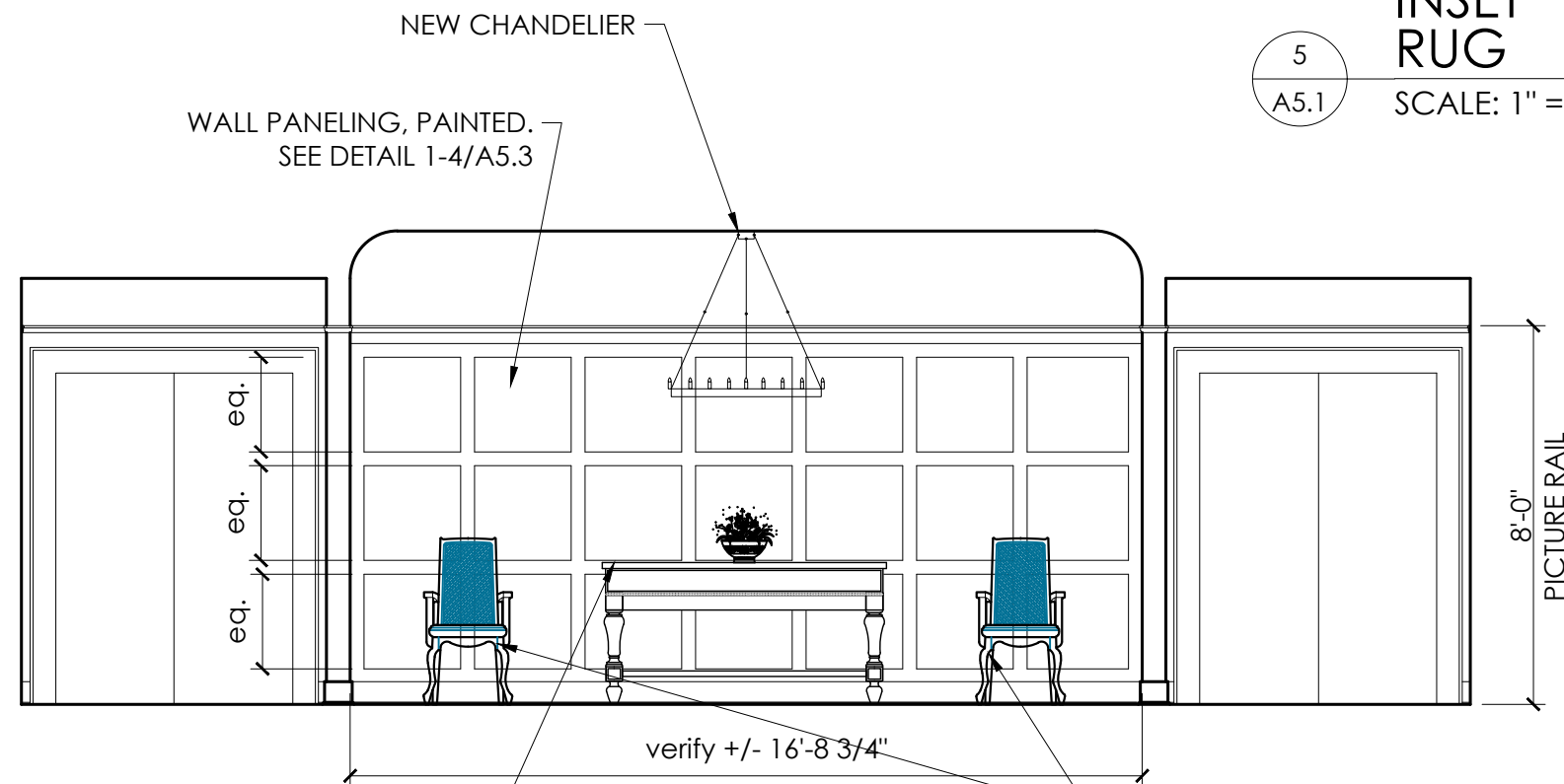
HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI



2
A5.1
PROPOSED LOBBY SIDE ELEVATION
SCALE: 1/4" = 1'-0"



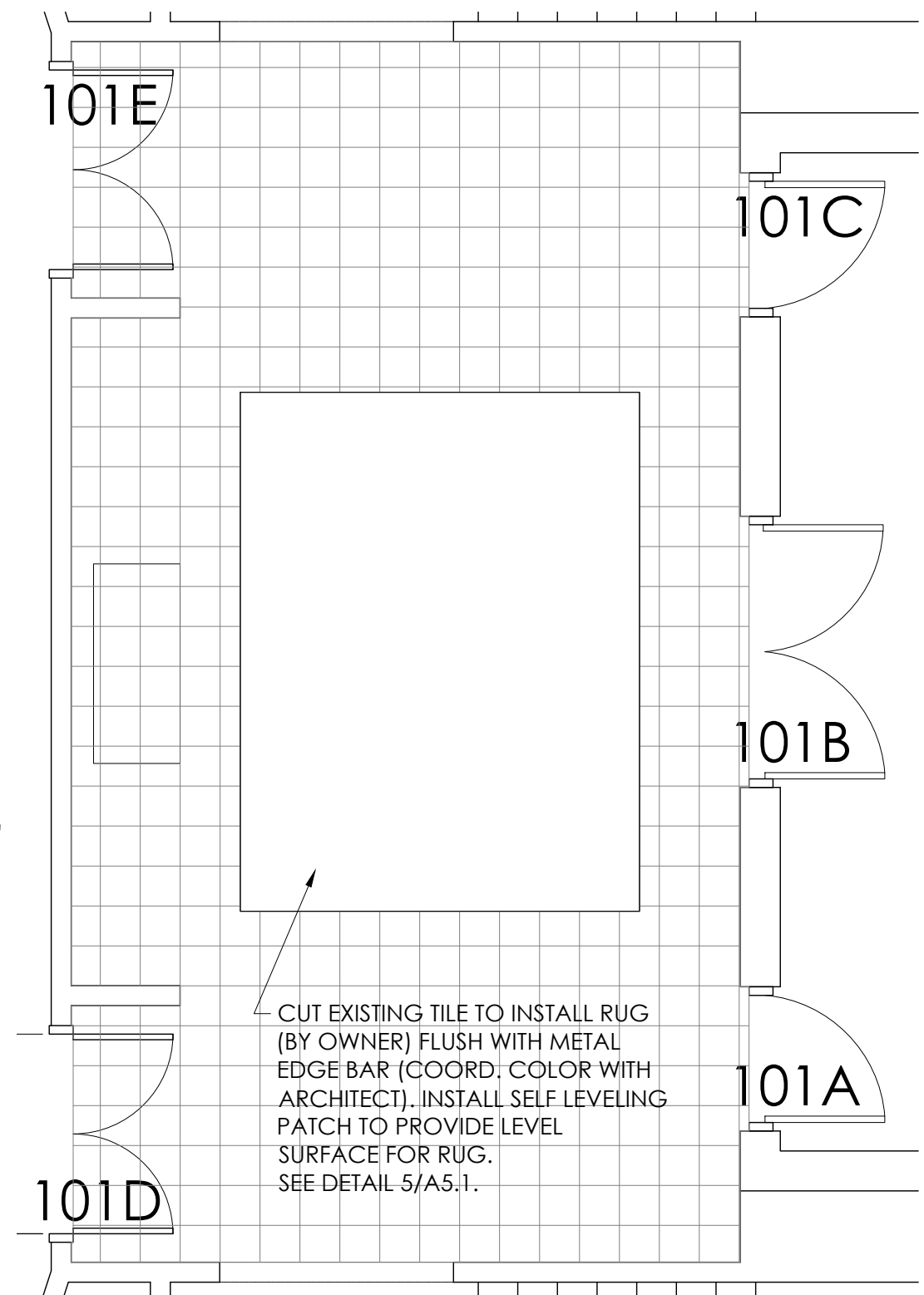
5
A5.1
INSET RUG
SCALE: 1" = 1'-0"



CONTRACTOR SHALL PROVIDE
MARBLE TOP FOR EXISTING TABLE
1" MIN. THICKNESS,
COLOR TO BE SELECTED BY OWNER

3
A5.1
PROPOSED LOBBY ELEVATION
SCALE: 1/4" = 1'-0"

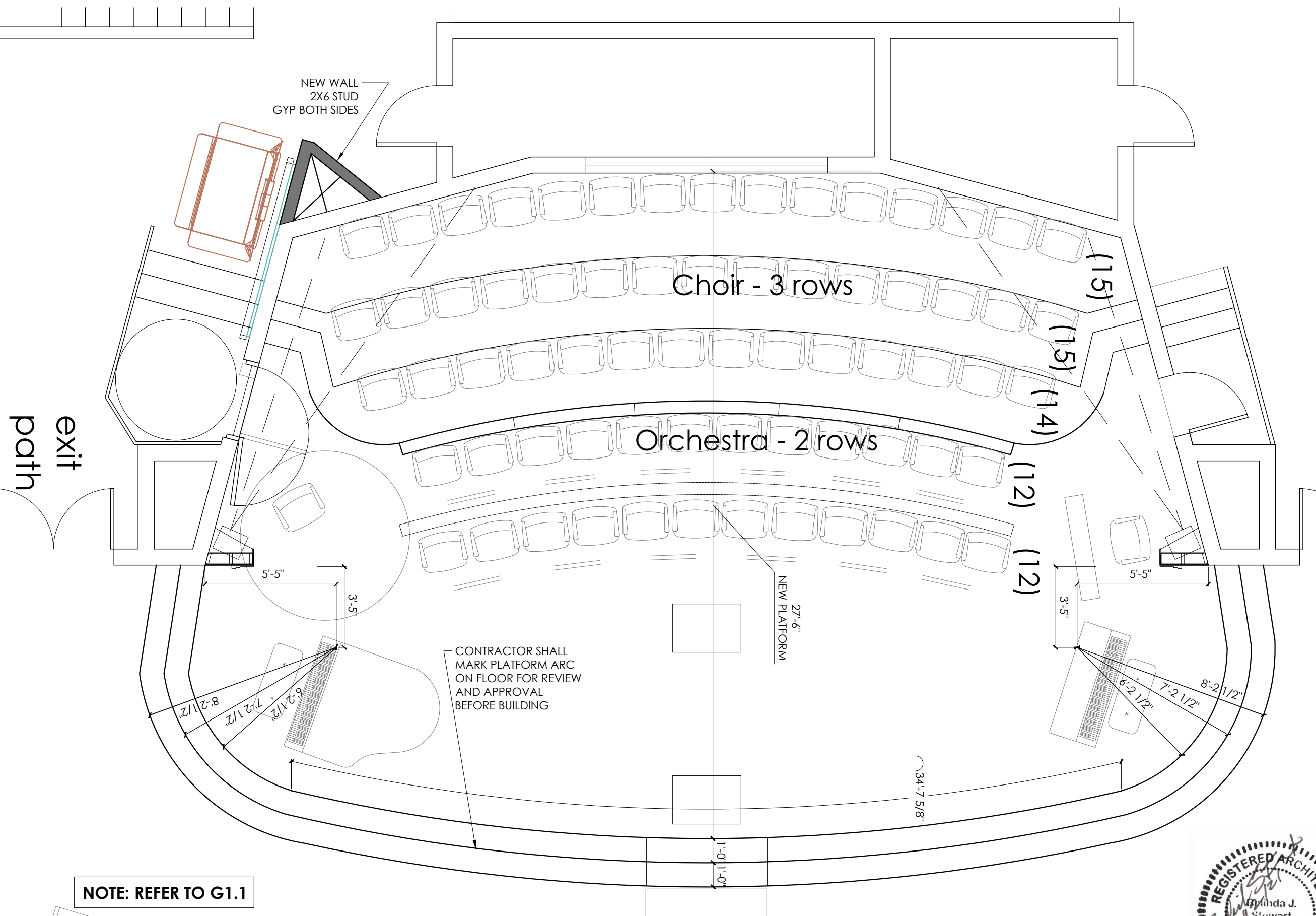
RECOVER EXISTING CHAIRS (2)
BY OWNER



1
A5.1
PROPOSED LOBBY PLAN
SCALE: 1/4" = 1'-0"

NOTE: REFER TO G1.1





NOTE: REFER TO G1.1

1
A5.2

PROPOSED CHANCEL PLAN

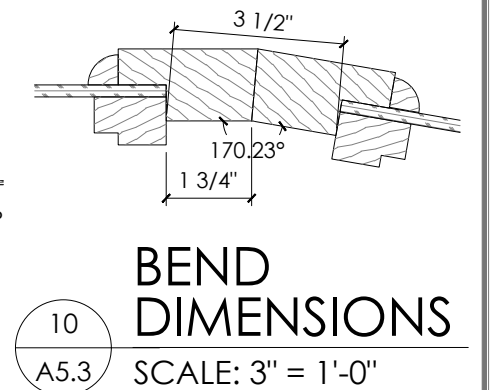
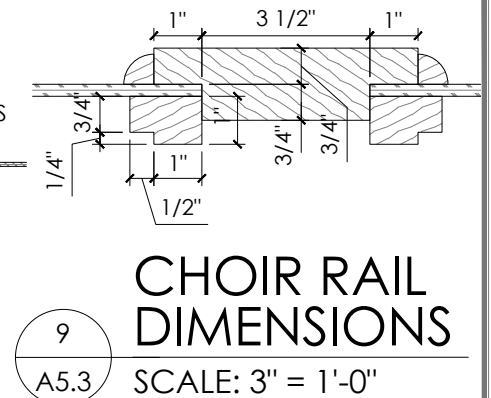
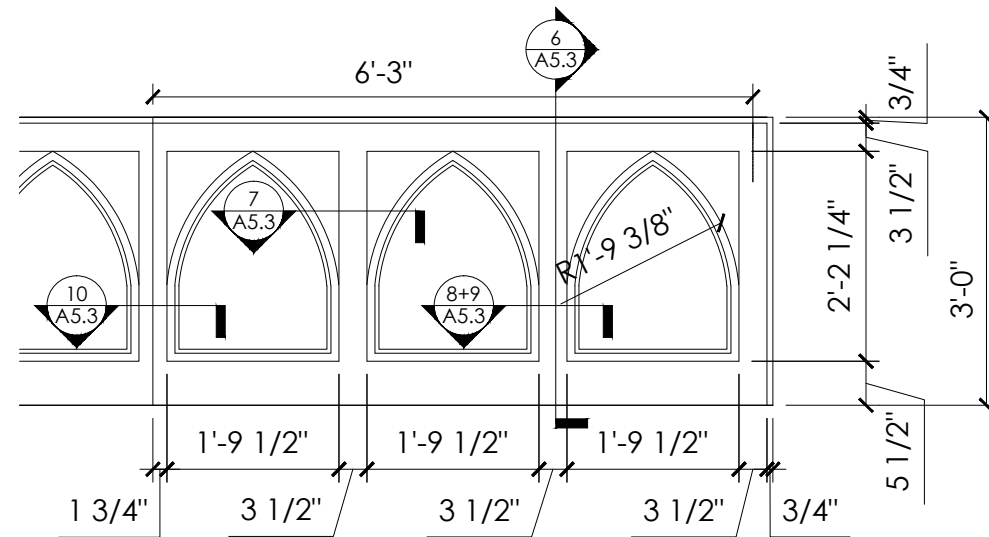
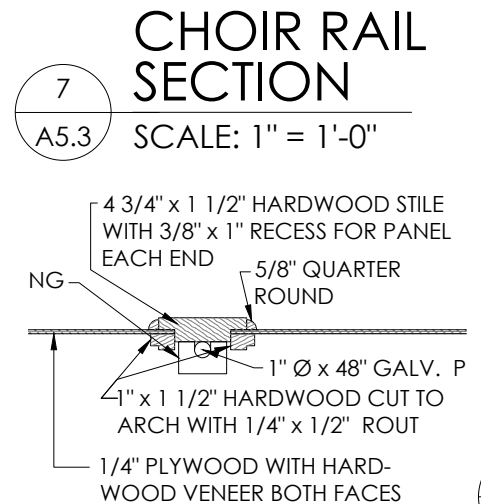
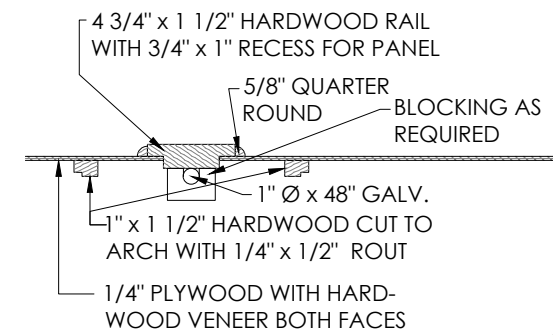
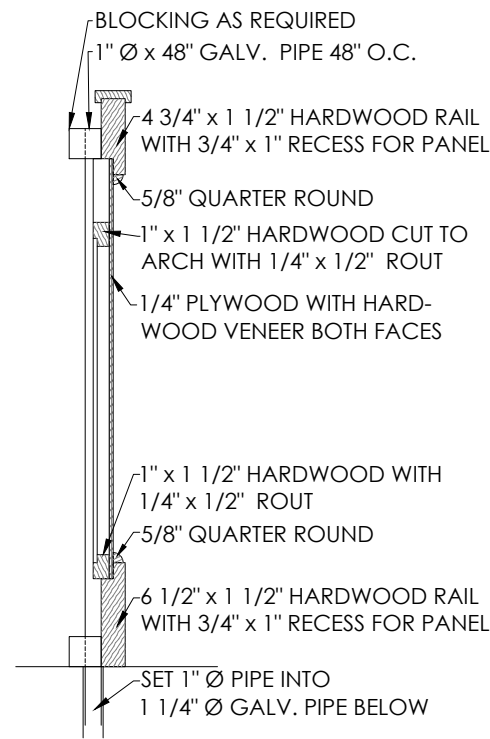
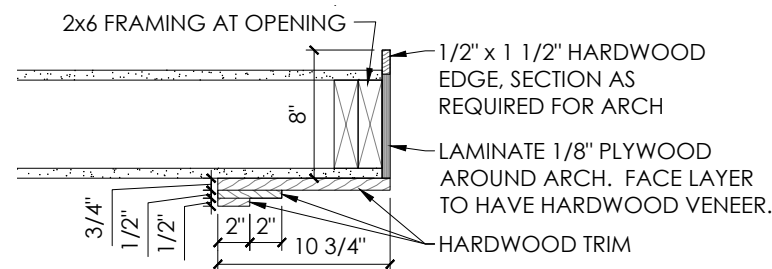
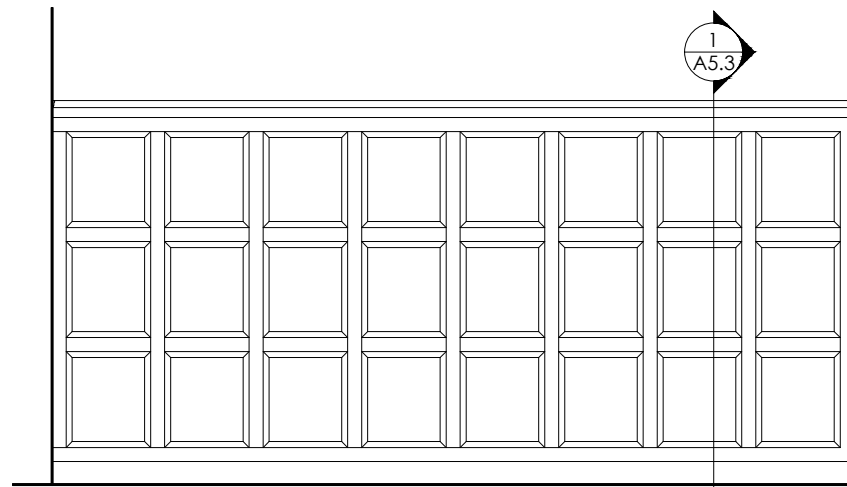
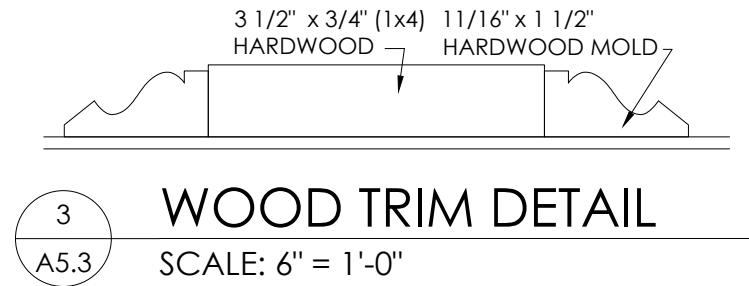
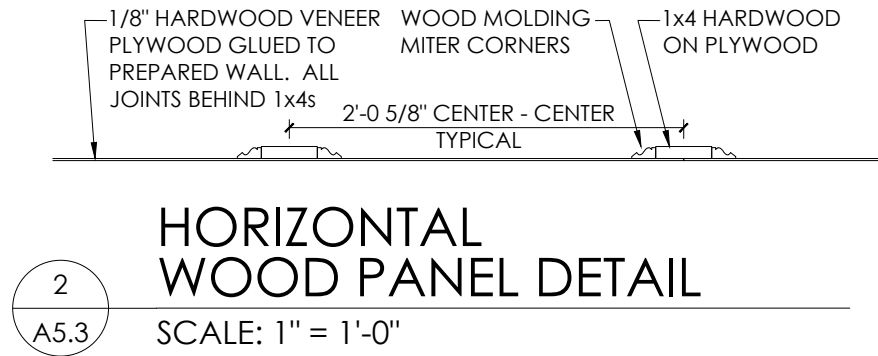
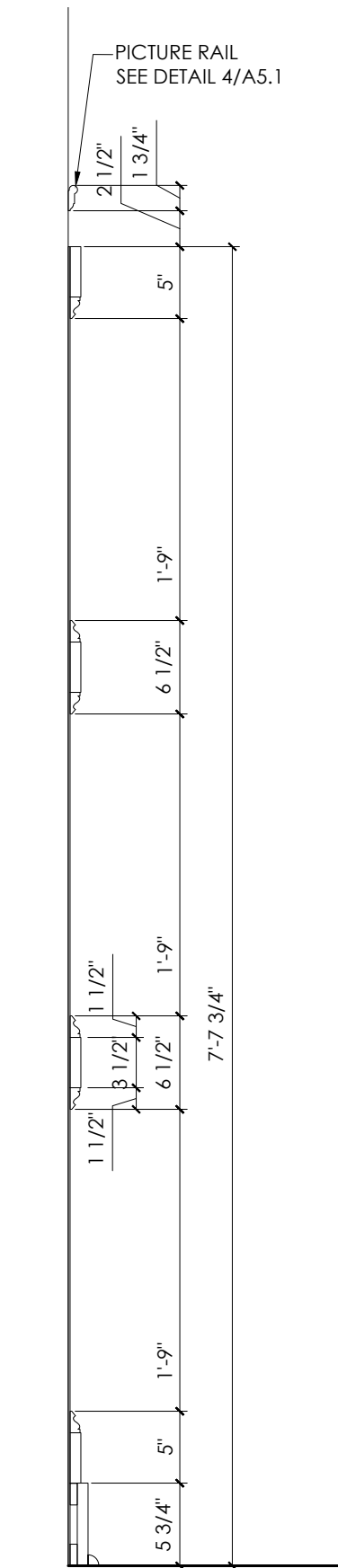
SCALE: 1/4" = 1'-0"

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HIGHLAND BAPTIST CHURCH PHASE 5 - SANCTUARY RENOVATIONS

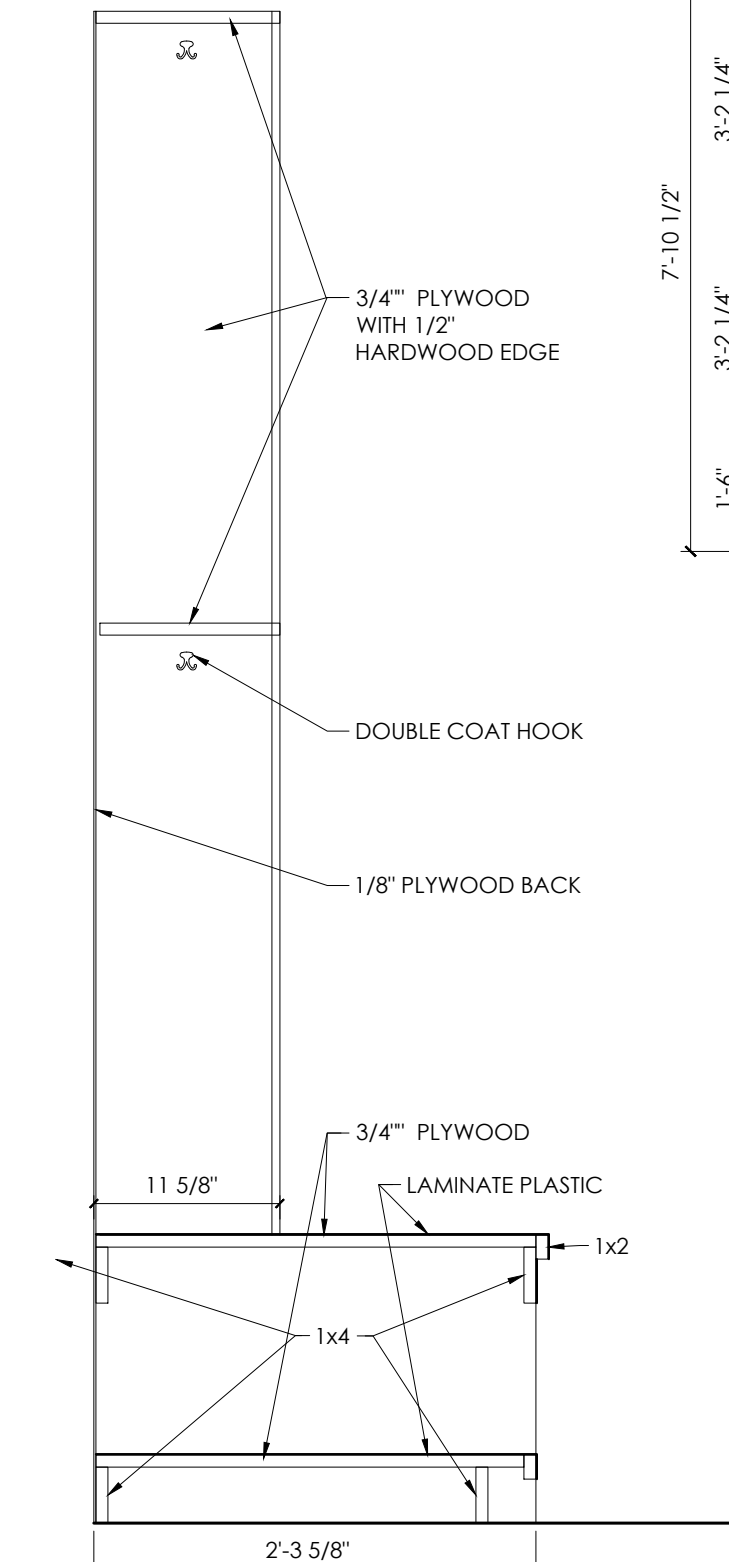
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SHEET:
CHANCEL
ENLARGEMENT
A5.2



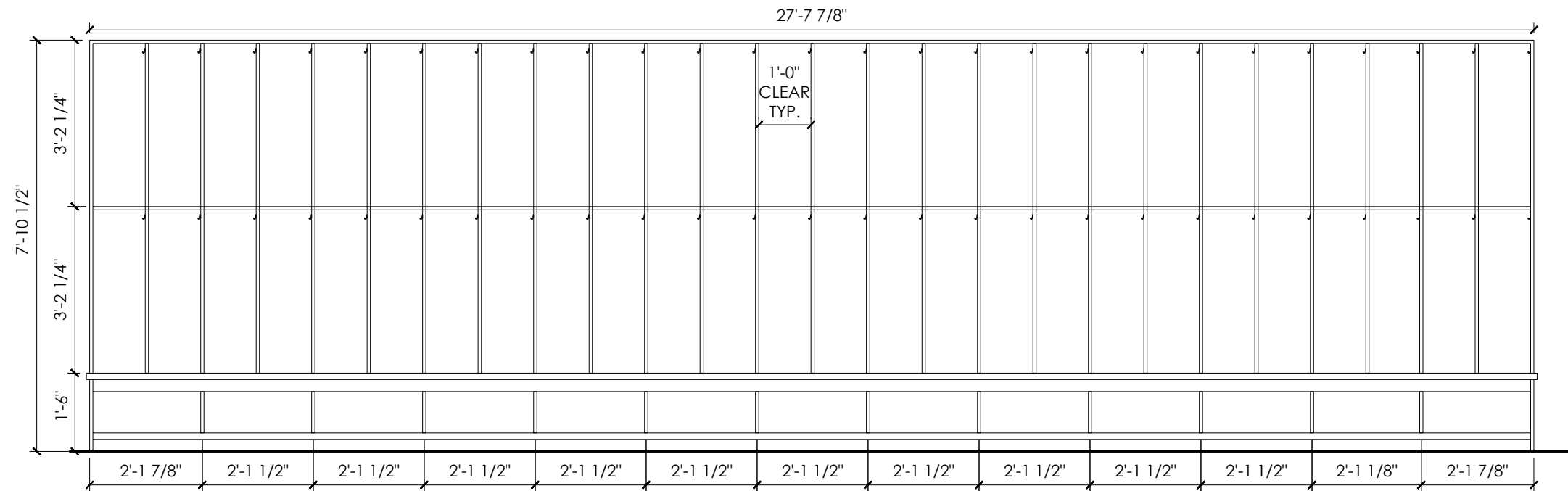
NOTE: REFER TO G1.1





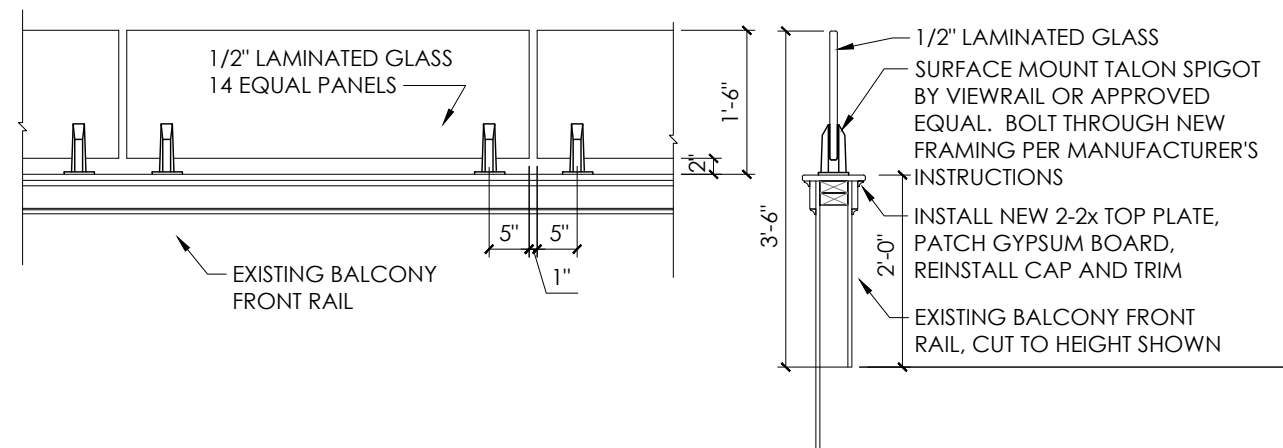
1
A5.4

CHOIR CUBBY SECTION
SCALE: 1" = 1'-0"



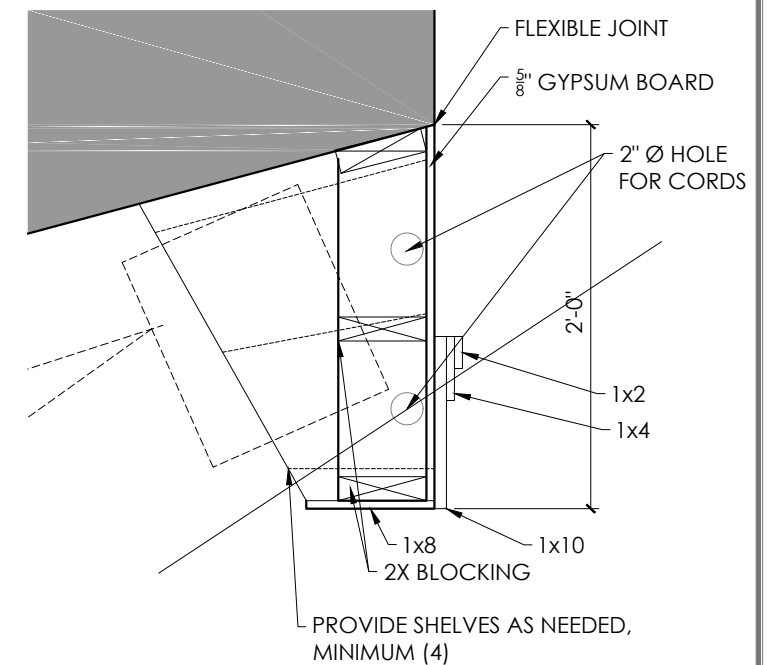
2
A5.4

CHOIR CUBBY ELEVATION
SCALE: 3/8" = 1'-0"



3
A5.4

BALCONY RAIL EXTENSION ELEVATION - SECTION
SCALE: 1/2" = 1'-0"














NOTE: EQUIPMENT BY OWNER

4
A5.4

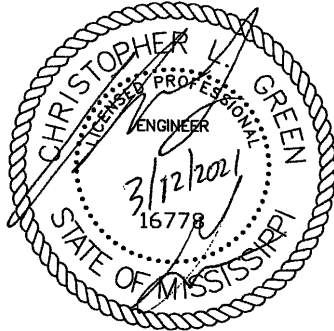
TECH ENCLOSURE
SCALE: 1" = 1'-0"

NOTE: REFER TO G1.1

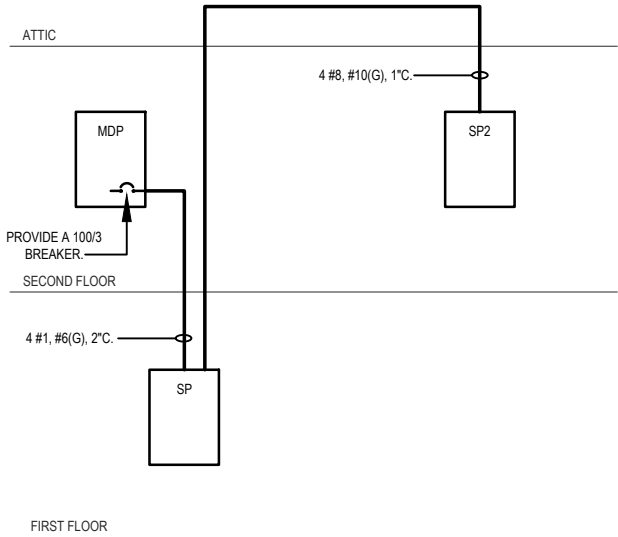


ELECTRICAL LEGEND						
GENERAL NOTES		CONDUIT AND WIRING		VOLTAGE DROP CHART FOR 20A, 1Ø CIRCUITS		
<p>1. ALL EQUIPMENT AND DEVICES ARE TO BE FLUSH MOUNTED UNLESS OTHERWISE NOTED.</p> <p>2. DEVICES NOTED AS "GFI" SHALL BE GROUND FAULT CIRCUIT INTERRUPTING DEVICES.</p> <p>3. PROVIDE UNSWITCHED POWER TO EMERGENCY BATTERY PACKS.</p>			CONDUCTORS IN CONDUIT CONCEALED WITHIN WALL OR CEILING. TIC MARKS INDICATE NUMBER OF CONDUCTORS. THE EQUIPMENT GROUNDING CONDUCTOR IS NOT SHOWN, BUT SHALL BE PROVIDED. SIZE THE EQUIPMENT GROUNDING CONDUCTOR AND THE CONDUIT PER THE NEC. THE ABSENCE OF TIC MARKS SIGNIFIES THAT TWO CONDUCTORS PLUS AN EQUIPMENT GROUNDING CONDUCTOR SHOULD BE PROVIDED. FOR EXAMPLE, THE MARKINGS TO THE LEFT SIGNIFY THAT THREE CONDUCTORS PLUS AN EQUIPMENT GROUNDING CONDUCTOR SHOULD BE PROVIDED.			
			THE TEXT INSIDE THE ARC INDICATES THE AWG SIZE OF THE CONDUCTORS THAT SHALL BE RUN IN THE CONDUIT. THE ABSENCE OF TEXT SIGNIFIES THAT THE CONDUCTORS SHOULD BE #12 AWG.			
			CIRCUITRY RUN IN STRAIGHT LINE SEGMENTS SIGNIFIES EXPOSED SURFACE-MOUNTED RACEWAY (SEE SPECIFICATIONS).			
			CONDUCTORS IN CONDUIT CONCEALED BELOW GRADE OR FLOOR. TIC MARKS INDICATE NUMBER OF CONDUCTORS. THE EQUIPMENT GROUNDING CONDUCTOR IS NOT SHOWN, BUT SHALL BE PROVIDED. SIZE THE EQUIPMENT GROUNDING CONDUCTOR AND THE CONDUIT PER THE NEC. THE ABSENCE OF TIC MARKS SIGNIFIES THAT TWO CONDUCTORS PLUS AN EQUIPMENT GROUNDING CONDUCTOR SHOULD BE PROVIDED. THE MARKINGS TO THE LEFT SIGNIFY THAT THREE CONDUCTORS PLUS AN EQUIPMENT GROUNDING CONDUCTOR SHOULD BE PROVIDED.			
			HOMERUN TO PANELBOARD. ARC DENOTES CONCEALED CIRCUITRY. TEXT DENOTES PANELBOARD NAME WITH CIRCUIT NUMBER. DEVICES HAVING CIRCUIT NUMBERS LOCATED BESIDE THEM MAY NOT SHOW THE CIRCUIT NUMBERS AT THE HOMERUN ARROWS.			
<p>LUMINAIRES (See Light Fixture Schedule)</p> <p>NOTE: THE NUMBER INSIDE THE CIRCLE IS THE CIRCUIT NUMBER. THE LETTER BESIDE THE SYMBOL IS THE FIXTURE TYPE DESCRIBED IN THE LIGHT FIXTURE SCHEDULE.</p>						
 PENDANT MOUNT FIXTURE.						
<p>SWITCHES</p>						
<p>§ SINGLE-POLE, SINGLE-THROW SWITCH. MOUNT CENTERLINE OF BOX AT 45"A.F.F. UNLESS NOTED OTHERWISE.</p>						
<p>GEAR</p>						
 PANELBOARD.						
<p>RECEPTACLES</p>						
 DUPLEX RECEPTACLE, NEMA 5-20R, MOUNTED 18" A.F.F. TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE.						
 DOUBLE DUPLEX RECEPTACLE, NEMA 5-20R, ONE COVER PLATE, MOUNTED 18" A.F.F. TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE.						
 DUPLEX RECEPTACLE, NEMA 5-20R, MOUNTED IN A FLOOR BOX.						
 DOUBLE DUPLEX RECEPTACLE, NEMA 5-20R, MOUNTED IN A FLOOR BOX.						
 SINGLE RECEPTACLE, NEMA 5-20R, MOUNTED 18" A.F.F. TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE.						
		<p>COMMUNICATIONS</p>				
		<p>◁ DATA OUTLET MOUNTED 18" A.F.F. TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE.</p>				

LIGHTING FIXTURE SCHEDULE					
TYPE	MANUFACTURER	PART NUMBER	LAMPS	MOUNTING	REMARKS
A	LIVEX LIGHTING	4180-07	LED BULB #11829	PENDANT	



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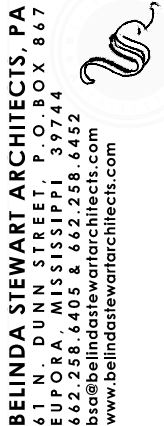


1 ONE-LINE DIAGRAM
E0.0 Scale: NONE

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

PROJECT #: 0902
DATE: 03/12/2021
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SHEET:
LEGEND
SHEET

E0.0



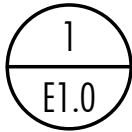
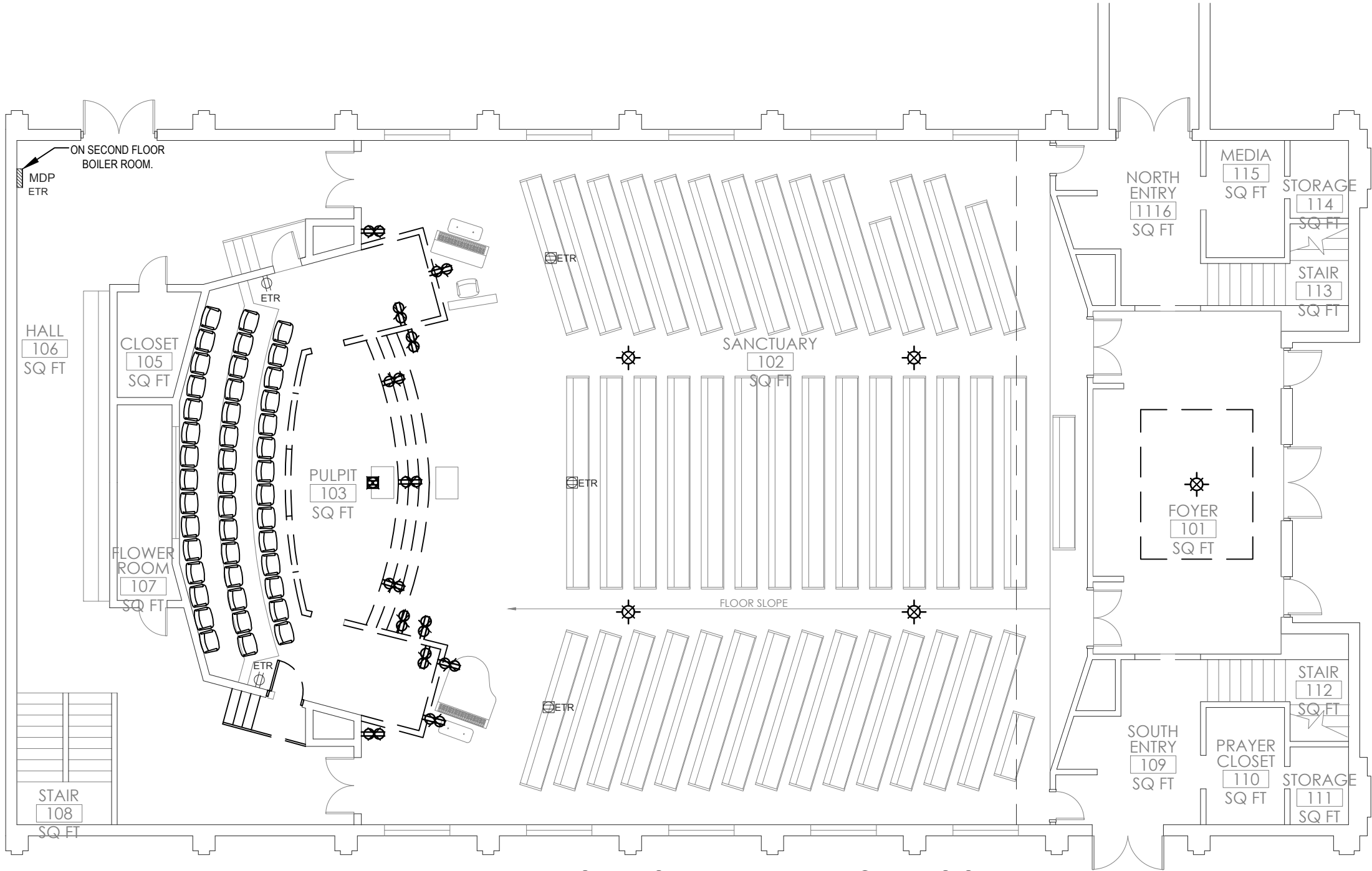
PANEL SP2		LOCATION:	BALCONY	LUG LOCATION:	BOTTOM FEED																		
		VOLT:	208Y/120V, 3Ø, 4W	MAIN BUS:	MAIN LUGS ONLY																		
		BUS:	60A	MOUNTING:	SURFACE																		
																		PANELBOARD AIC RATING (A):		10,000			
CIRCUIT NO.	BREAKER		DESCRIPTION	PHASE LOAD (KVA)						DESCRIPTION				BREAKER		CIRCUIT NO.							
	AMPS	POLES		A		B		C						AMPS	POLES								
1	20	1	REC. - SOUND BOOTH	0.4	0.7					REC. - MEDIA				20	1	2							
3	20	1	REC. - SOUND BOOTH			0.4	0.2			REC. - BALCONY				20	1	4							
5	20	1	REC. - SOUND BOOTH					0.4	0.0	SPARE				20	1	6							
7	20	1	REC. - SOUND BOOTH	0.7	0.0					SPARE				20	1	8							
9	20	1	SPARE			0.0	0.0			SPARE				20	1	10							
11	20	1	0					0.0	0.0	SPARE				20	1	12							
TOTAL				1.8		0.5		0.4															

PROJECT #: 0902
DATE: 03/12/2021
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SHEET:
PANEL
SCHEDULES
E0.1

GENERAL NOTES	
Mark	Description
1.	REUSE/ RELOCATE ALL EXISTING FLOOR BOXES.

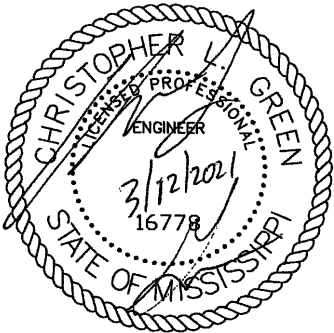
DEMOLITION NOTES	
1.	THE ELECTRICAL DEMOLITION DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE PROVIDED TO CONVEY THE GENERAL SCOPE OF WORK. ALL EXISTING DEVICES SHALL BE FIELD VERIFIED PRIOR TO BEGINNING WORK OR SUBMITTING PRICES. IT IS THE INTENT OF THESE DOCUMENTS THAT ALL EXISTING ELECTRICAL RACEWAYS, CIRCUITRY, AND EQUIPMENT IN THE AREA OF WORK BE DEMOLISHED UNLESS OTHERWISE NOTED OR UNLESS FEEDING EXISTING EQUIPMENT TO REMAIN. REROUTE CIRCUITRY OR REFEED EXISTING EQUIPMENT TO REMAIN AS REQUIRED TO FACILITATE THE COMPLETION OF ALL WORK ON THIS PROJECT.
2.	THE OWNER SHALL BE GIVEN THE FIRST RIGHT OF REFUSAL FOR ALL EQUIPMENT BEING DEMOLISHED (FIXTURES, GEAR, DISCONNECTS, MOTOR STARTERS, ETC.). THE CONTRACTOR SHALL STORE EQUIPMENT THAT THE OWNER ELECTS TO KEEP AT THE LOCATION ON THE SITE TO BE DESIGNATED BY THE OWNER. ALL OTHER EQUIPMENT SHALL BE DEMOLISHED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
3.	ALL EXISTING CIRCUITS IN THE RENOVATED AREAS SHALL BE TRACED BY THE ELECTRICAL CONTRACTOR AND MARKED ACCORDINGLY BEFORE BEGINNING WORK. ALL UNUSED BREAKERS SHALL BE LABELED AS SPARE AND TURNED OFF.
4.	PROVIDE NEW TYPED CIRCUIT DIRECTORIES FOR ALL PANELS FEEDING DEVICES IN RENOVATED AREAS. INCLUDE ALL CIRCUITS CONTAINED IN THESE PANELS ON THE DIRECTORIES.

DEMOLITION LEGEND	
X	EXISTING DEVICE TO BE DEMOLISHED IN ITS ENTIRETY. IF THE DEVICE IS ON A DEDICATED CIRCUIT, THE CIRCUITRY SHALL BE DEMOLISHED BACK TO THE PANEL AND THE BREAKER LABELED AS "SPARE".
ETR	EXISTING DEVICE TO REMAIN. EXISTING CIRCUITRY TO REMAIN UNLESS SHOWN WITH NEW ON POWER OR LIGHTING PLANS.



DEMOLITION PLAN - FIRST FLOOR

Scale: 3/32" = 1'-0"



BELINDA STEWART ARCHITECTS, PA
61 N. DUNN STREET, P.O. BOX 867
EUPORA, MISSISSIPPI 39744
662.258.6405 & 662.258.6452
bsa@belindastewartarchitects.com
www.belindastewartarchitects.com

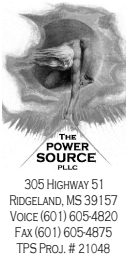
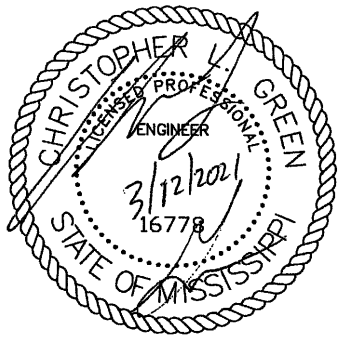
HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

PROJECT #: 0902
DATE: 03/12/2021
REVISION: ©copyright
SHEET:
DEMOLITION
PLAN

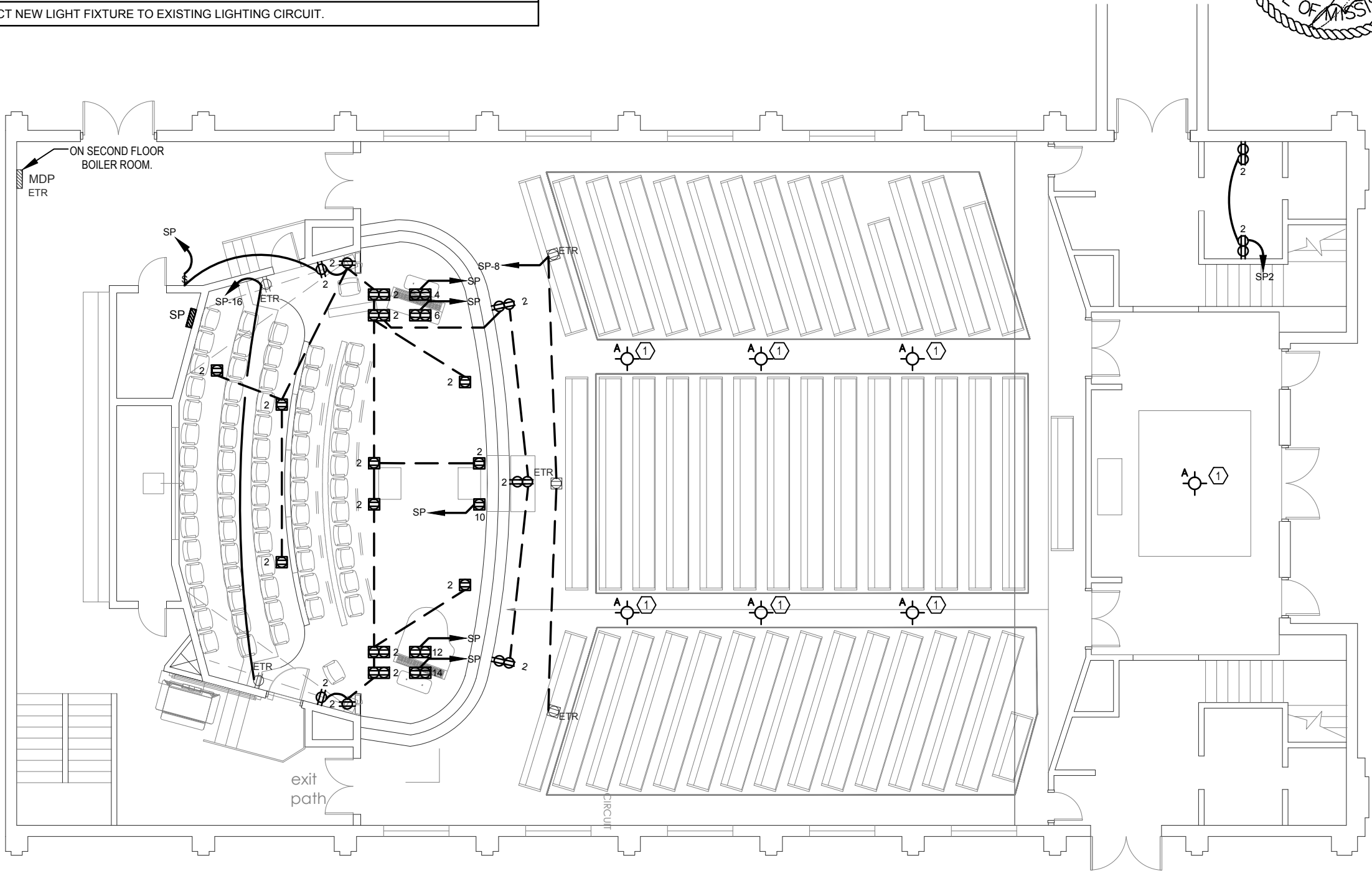
E1.0

GENERAL NOTES	
Mark	Description
1.	ROUTE POWER CONDUITS AND A/V CONDUIT A MINIMUM OF 12" APART.

KEYED NOTES	
Mark	Description
①	CONNECT NEW LIGHT FIXTURE TO EXISTING LIGHTING CIRCUIT.



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1
E1.1

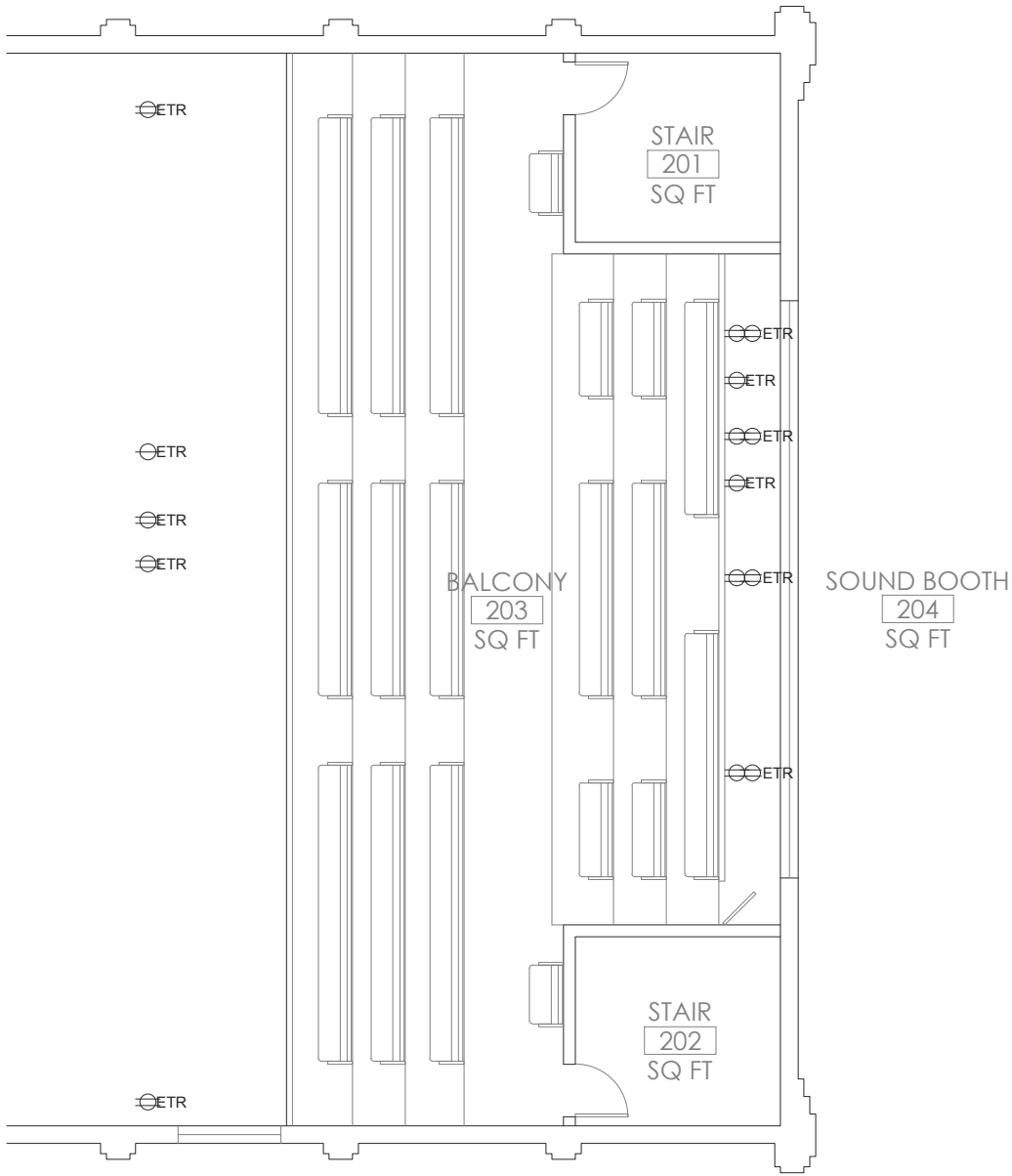
RENOVATION POWER PLAN - FIRST FLOOR

Scale: 3/32" = 1'-0"

HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

PROJECT #: 0902
DATE: 03/12/2021
REVISION: ©copyright
SHEET:
POWER
PLAN

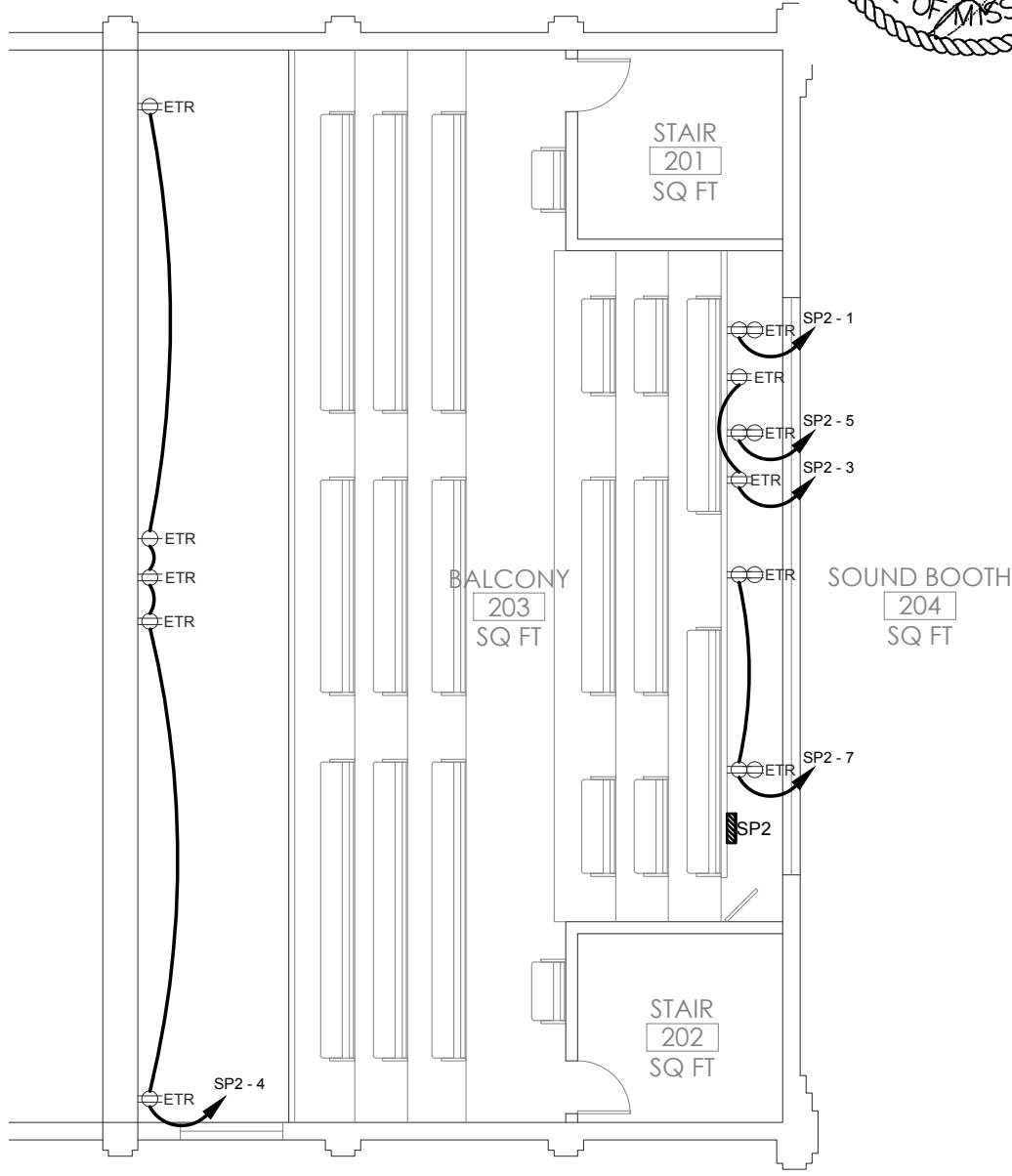
E1.1



1
E1.2

DEMOLITION PLAN - BALCONY

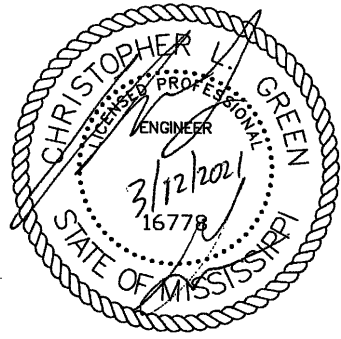
Scale: 3/32" = 1'-0"



2
E1.2

RENOVATION PLAN - BALCONY

Scale: 3/32" = 1'-0"



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HIGHLAND BAPTIST CHURCH
PHASE 5 - SANCTUARY RENOVATIONS
MERIDIAN, MISSISSIPPI

PROJECT #: 0902
DATE: 03/12/2021
REVISION: ©copyright
SHEET:
POWER
PLAN
E1.2

Highland Baptist Church Sanctuary Renovations Phase 5

Meridian, MISSISSIPPI



PROJECT MANUAL

DATE: March 12, 2021

BSA# 0902.3



BELINDA STEWART ARCHITECTS, P.A.

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bsa@belindastewartarchitects.com

Highland Baptist Church Sanctuary Renovations Phase 5

Meridian, MISSISSIPPI



PROJECT MANUAL

DATE: March 12, 2021

BSA# 0902.3



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SECTION 00 1113
ADVERTISEMENT FOR BIDS

FROM:

1.01 HIGHLAND BAPTIST CHURCH FOR THE SANCTUARY RENOVATION

- A. Address:
3400 27th St
Meridian, Mississippi 39305

1.02 WITH BELINDA STEWART ARCHITECTS, PA

- A. Address:
61 N. Dunn St.
Eupora, MS 39744
662, 258 6405

1.03 DATE OF ADVERTISEMENT: FEBRUARY 24, 2021

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Highland Baptist Church for renovation / construction of a facility located at:
3400 27th St
Meridian, Mississippi 39305
Before 5:00 pm local standard time on the 2nd day of April, 2021, for:
- B. Project: Highland Baptist Church Sanctuary Renovation
- C. Highland Baptist Church 's Project Number: 0902.3
- D. Project Description: The renovation of the Highland Baptist Church Sanctuary including pulpit/choir modifications, pew, lighting and finish modifications along with installation of additional hvac equipment and lift to stage. .
- E. Documents may be obtained only by general contract and needed subcontract Bidders. Others may view the Bid Documents at the office of the Owner.
- F. Bidders will be required to provide Bid security in the form of a Bid Bond in the amount of \$5% of the Bid.
- G. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders and Document 00 3100 - Available Project Information.
- H. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- I. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- J. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.02 DOCUMENT INCLUDES

- A. Bid Documents and Contract Documents

1.03 RELATED DOCUMENTS

- A. Document 01 1000 - Summary.
- B. Document 00 1113 - Advertisement for Bids.
- C. Document 00 4323 - Alternates Form.
- D. Document 00 7300 - Supplementary Conditions:

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Highland Baptist Church at 3400 27th St, Meridian, MS before 5:00 p.m. local standard time on the 2nd day of April, 2021.
- B. Offers will be opened publicly immediately after the time for receipt of bids.
- C. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction and renovation, including general construction, mechanical, and electrical Work.

2.04 CONTRACT TIME

- A. Perform the Work within the time stated in Document 00 7300 - Supplementary Conditions.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Project Number 0902 Highland Baptist Church Phase 5 Sanctuary, as prepared by Belinda Stewart Architects, and with contents as identified in the Table of Contents.

3.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of Belinda Stewart Architects by electronic copy..
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Belinda Stewart Architects which is located at 61 N. Dunn St, Eupora, MS.
- B. Bid Documents may be viewed at the office of Highland Baptist Church which is located at 3400 27th St, Meridian, MS.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Belinda Stewart Architects should the documents be incomplete.
- D. Immediately notify Belinda Stewart Architects upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Holly Hawkins, Project Manager, email; holly@belindastewartarchitects.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. When a request to substitute a product is made, Belinda Stewart Architects may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Highland Baptist Church at the following address number in order to arrange a date and time to visit the project site: 3400 27th St, Meridian, MS.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 1:00 p.m. on the 18th day of March at the location of Highland Baptist Church.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Belinda Stewart Architects will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit AIA A305.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Highland Baptist Church reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Highland Baptist Church 's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Highland Baptist Church , be declared unacceptable.
- B. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Highland Baptist Church as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Highland Baptist Church of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Document 00 7300 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims, products that are tax exempt, and _____.

7.04 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 7300 - Supplementary Conditions .
- B. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

7.05 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.

2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.06 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Highland Baptist Church reserves the right to accept or reject any or all offers.
- B. After acceptance by Highland Baptist Church, Belinda Stewart Architects on behalf of Highland Baptist Church, will issue to the successful bidder, a written Bid Acceptance.

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Highland Baptist Church
3400 27th St
Meridian, Mississippi 39305

1.02 FOR:

- A. Project: Highland Baptist Church Sanctuary Renovation Phase 5
- B. Owner's Project Number: 0902 / 0902.3
3400 27th St
Meridian, Mississippi 39305

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Belinda Stewart Architects, PA for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Highland Baptist Church within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Highland Baptist Church by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 90 calendar days from Notice to Proceed.

1.08 CHANGES TO THE WORK

- A. On work deleted from the Contract, our credit to Highland Baptist Church shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Alternates: Add Alternate # 1 - Platform Lift Cost: _____, Add Alternate #2 - Choir Cubbies Cost: _____, Add Alternate #3 - New Window Pattern Glass Cost: _____.
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1.11 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 7200 - General Conditions for the General Conditions.
- C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
- D. The Agreement is based on AIA A101.
- E. The General Conditions are based on AIA A201.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA G701 - Change Order; 2017.
- E. AIA G702 - Application and Certificate for Payment; 1992.
- F. AIA G703 - Continuation Sheet; 1992.
- G. AIA G704 - Certificate of Substantial Completion; 2017.
- H. AIA G710 - Architect's Supplemental Instructions; 2017.
- I. AIA G714 - Construction Change Directive; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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5	SUBCONTRACTORS
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13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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

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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. The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division O and any other section of the Contract Documents, such other sections(s) shall govern.

§ 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. Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

(Paragraphs deleted)

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements

§ 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.

§ 1.1.9 Miscellaneous Definitions

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

§ 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

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binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.2.4 It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

§ 1.2.5 1. The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The Agreed upon Protocols shall be the same as or similar to the AIA Document G202-2013 Project Building Information Modeling Protocol Form.

§ 1.8 Building Information Models Use and Reliance

This § has been deleted in its entirety.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 If the Project is a private project, not funded by public funds, then 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

This § has been deleted in its entirety.

§ 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

This § has been deleted in its entirety.

§ 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.

The term "Architect" as used in the Contract Documents refers to Belinda Stewart Architects, PA and the term "Engineer" refers to Engineer Consultants contracted by Belinda Stewart Architects, PA for the project

§ 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

This § has been deleted in its entirety.

§ 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.

(Paragraph deleted)

§ 2.3.6 The Contractor will be furnished free of charge up to five copies of the plans and specifications, including all Addenda. Additional sets will be furnished at the cost of reproduction, postage and handling

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under 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 Article 6.1.3.

The rights and remedies under this Article 2.4 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for

Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is 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 Project 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, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Some Sections of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Section 01 6000.

§ 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 After the Contract has been executed, the Owner and the Architect may consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 6000 of the specifications.

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 respect to that specified;
- 2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- 3) Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
- 4) Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.

All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Section 01 6000.

§ 3.4.5 Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

§ 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 The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .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, except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor shall also employ a competent project manager who shall be primarily responsible for the Contractor's home office activities in connection with the Contract.

The Owner shall have the right, which shall be exercised in a reasonable fashion, to approve the project manager and/or superintendent employed by the Contractor, either before or during the progress of construction.

The superintendent and project manager for the project shall be designated by the Contractor at the pre-construction conference. After Owner's approval of such project manager and superintendent, they shall not be replaced by the Contractor without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent and/or the project manager should be terminated by the Contractor for cause.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at

appropriate intervals but, in any event, no less than submission of a revised schedule with each monthly application for payment pursuant to Section 9.3 as required by the conditions of the Work and Project.

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

§ 3.10.3 Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions. The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend 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 or nonperformance of the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have

control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10

This § has been deleted in its entirety.

§ 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 The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.2.5 The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 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 to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of Separate Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or Separate Contractors and shall immediately notify the Architect of lack of progress or delays by Separate Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or Separate Contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or Separate Contractors shall be deemed to be acceptance by Contractor of the status of progress by Separate Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any Separate Contractors shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the Separate Contractors.

§ 6.1.2 This Section is deleted in its entirety.

§ 6.1.3 This Section is deleted in its entirety

§ 6.1.4 This Section is deleted in its entirety.

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3

This § has been deleted in its entirety.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 The Allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impasse, inefficiency, disruption and ripple effect to be 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,
- .2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor,
- .3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost,
- .4 For each subcontractor, for work performed by the subcontractor's sub-contractor's, 10 percent of the amount due the sub-subcontractor,
- .5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article.7.3.4.

§ 7.2 Change Orders

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

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

§ 7.2.2 Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

§ 7.2.3. Adjustments to the Contract Sum by Change Order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3. or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemental.

§ 7.2.4 In order to facilitate consideration of change order requests, all such requests, except those involving in amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledged that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Owner or Contractor disagrees with the adjustment in the Contract Time, the Owner or Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

§ 7.3.11 The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be 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,
- .2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor,
- .3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 16 percent of the cost,
- .4 For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor,
- .5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article 7.3.4.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

§ 8.3.4 All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2, 15.1.3, 15.1.5 and 15.1.6, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

§ 8.3.5 If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

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. The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

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

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

§ 9.3.1.3 In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi, or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law.

NOTE:

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, ten percent (10%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or greater than \$750,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Architect and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and five percent (5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress do not remain satisfactory to the Architect and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

§ 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 Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- 1) An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
- 2) Consent of Surety or other acceptable bond to cover the materials stored off-site.
- 3) All Perils Insurance coverage for the full value of the materials stored off-site.
- 4) A Bill of Sale from the Manufacturer to the Contractor for the stored materials.
- 5) A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.
- 6) A review by the Architect of the materials stored off-site prior to release of payment.
- 7) Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 the letter from the Contractor which is required by Article 15.1.6.2 has not been received.

§ 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 Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

- .1 Contractor's Applications for Payment shall be submitted on or before the 25th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.

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

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

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

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

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

§ 9.6.7 Whether or not 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. The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Architect all close-out documents required by the Contract Documents in a form satisfactory to the Architect and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth hereinbelow; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

- 1) Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of substantial completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

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

§ 9.8.2.1 The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

Specified date of Substantial Completion; or

Actual date of Substantial Completion.

The costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence and continue for one (1) year from the date of Substantial Completion except that the roof system shall be warranted for a period of three (3) years from the date 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. Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

§ 9.8.6 The costs of inspections made by Architect which are not required by Articles 4, 9.8 or 9.10 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Architect's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

§ 9.8.7 Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Specifications, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Architect's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00800, Article 9.8.5.

§ 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

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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.

§ 9.9.1.2 The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Architect shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work which is to be administered by the Architect.

§ 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.

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate

Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. Prior to the end of the one-year period, (three years for roof systems), the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

§ 12.2.2.1.1 Within the one-year period (three years for roof systems) provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.5 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the

Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as provided by applicable Project Location State law.

§ 13.56 Attorney's Fees and Expenses

Private projects not funded in whole or in part by public monies, the prevailing party in any dispute between the parties arising out of or related to this Agreement or the breach thereof, shall be entitled to reasonable attorneys' and expert witness(es) fees and expenses incurred in pursuing or defending any claim.

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

(Paragraph deleted)

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, 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 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 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 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;

Init.

- .5 fails to achieve Substantial Completion of the Project as described in, Article 9.8.5, within the time stated therein;
- .6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon advice by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.2.5 If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this 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. The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed

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 and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.6.4 Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

§ 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.

§ 15.1.8 The Contractor expressly agrees that the Article 15 Claims and Disputes process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers against the Owner and/or the Architect or any of their design consultants, including, but not limited to, all claims of breach of contract, breach of warranty, misrepresentation, negligence, professional negligence, and/or any other tort.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part within thirty (30) days.

§ 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.

§ 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" and insert the phrase "may be subject to mediation upon mutual agreement of the Owner and Contractor.

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

§ 15.3.3

This § has been deleted in its entirety.

§ 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 Owner has 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 Owner chooses 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.

§ 15.4.4.4 The Owner, at its sole discretion, may consolidate any arbitration, if any, conducted under this Agreement with any other arbitration to which it is a party where the Owner determines that the arbitrations to be consolidated substantially involve common questions of law or fact and the Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration.

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The following Supplementary Conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and Section 00 7300, Section 00 7300 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 00 7300.
- B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.02 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

A. BASIC DEFINITIONS

B. THE CONTRACT DOCUMENTS:

- 1. Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, including Divisions 0 through 16, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division O and any other section of the Contract Documents, such other sections(s) shall govern.

C. THE CONTRACT

- 1. Add the following to the end of Article 1.1.2:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

D. MISCELLANEOUS DEFINITIONS

- 1. Add the following:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

E. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

F. Add the following Article 1.2.4:

- 1. It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

G. Add the following Article 1.2.5:

- 1. The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by

the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

2. Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.
 3. Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.
 4. In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
 5. Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.
 6. Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.
- H. DIGITAL DATA USE AND TRANSMISSION - Delete this Article 1.7 entirely.
1. The agreed upon protocols shall be the same as or similar to the AIA Document G201-2013 Project Building Information Modeling Protocol Form.
- I. BUILDING INFORMATION MODELS USE AND RELIANCE - Delete this Article 1.8 entirely.

ARTICLE 2 - OWNER

A. EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

1. Add the following to the beginning of Article 2.2.1:
"If the Project is a private project, not funded by public funds, then . . .".
2. Delete Article 2.2.2 entirely.

B. INFORMATION AND SERVICES REQUIRED OF THE OWNER

1. Delete Article 2.3.1 in its entirety.
2. Add the following at the end of Article 2.3.2

NOTE:

The term "Architect" as used in the Contract Documents refers to Belinda Stewart Architects, PA and the term "Engineer" refers to Engineer Consultants contracted by Belinda Stewart Architects, PA for the project.

3. Delete Article 2.3.4 in its entirety.
4. Delete Article 2.3.6 in its entirety and insert the following:

NOTE:

2.2.5 The Contractor will be furnished free of charge up to five copies of the plans and specifications, including all Addenda. Additional sets will be furnished at the cost of reproduction, postage and handling.

C. OWNER'S RIGHT TO STOP THE WORK

1. Delete Article 2.4 in its entirety and insert the following:
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under 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 Article 6.1.3. The rights and remedies under this Article 2.4 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

ARTICLE 3 - CONTRACTOR

A. GENERAL

1. Add the following at the end of Article 3.1.1:
The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

B. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

1. Add the following Article 3.2.5:
The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is 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 Project correspondence or documentation.

C. LABOR AND MATERIALS

1. Add the following to the end of Article 3.4.2:
Some Sections of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Section 01 6000.
2. Add the following Article 3.4.4:
After the Contract has been executed, the Owner and the Architect may consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 6000 of the specifications.
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 respect to that specified;
 - 2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - 3) Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
 - 4) Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Section 01 6000.
3. Add the following Article 3.4.5:
Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and

acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

D. PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

1. Delete Article 3.7.1 in its entirety and insert the following:
The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.
2. Delete the words "knowing it to be" from Article 3.7.3.
3. Add the following to the end of Article 3.8.2.3:
... except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

E. SUPERINTENDENT

1. Add the following to the end of Article 3.9.1:
The Contractor shall also employ a competent project manager who shall be primarily responsible for the Contractor's home office activities in connection with the Contract.

The Owner shall have the right, which shall be exercised in a reasonable fashion, to approve the project manager and/or superintendent employed by the Contractor, either before or during the progress of construction.

The superintendent and project manager for the project shall be designated by the Contractor at the pre-construction conference. After Owner's approval of such project manager and superintendent, they shall not be replaced by the Contractor without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent and/or the project manager should be terminated by the Contractor for cause.

F. CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

1. Add "but, in any event, no less than submission of a revised schedule with each monthly application for payment pursuant to Section 9.3" between "intervals" and "as" in the fourth sentence.
2. Delete Article 3.10.3 in its entirety and insert the following:
Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Architect.

G. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1. Add the following to the end of Article 3.12.6:
In reviewing Shop Drawings, Product Data, Samples and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.
2. Add the following to the end of Article 3.12.8:
Unless such written notice has been given, the Architect's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.
3. Add the following to the end of Article 3.12.9:
The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.
4. Delete the second sentence entirely and replace with: "The performance and design criteria specified by the Architect in the Contract Documents shall be prepared in accordance with the applicable standard of care."

H. INDEMNIFICATION

1. Add the word "defend" before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase

which begins "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)" to the end of the sentence.

I. ADMINISTRATION OF THE CONTRACT

1. In section 4.2.4, delete the last sentence entirely.
2. Delete Article 4.2.10 in its entirety.

ARTICLE 5 - SUBCONTRACTORS

A. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1. Delete the phrase "Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

"The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein..."

2. Add the following Article 5.2.5:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

1. Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

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 to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of Separate Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or Separate Contractors and shall immediately notify the Architect of lack of progress or delays by Separate Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or Separate Contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or Separate Contractors shall be deemed to be acceptance by Contractor of the status of progress by Separate Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any Separate Contractors shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the Separate Contractors.

B. MUTUAL RESPONSIBILITY

1. Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

A. GENERAL

1. Add the following to the end of Article 7.1.3:
 - a. Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract

Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

2. Add the following as Article 7.1.4:
 - a. The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be 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.
 - 2) For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.
 - 3) For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.
 - 4) For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.
 - 5) Costs to which overhead and profit is to be applied shall be determined in accordance with Article 7.3.4.

B. CHANGE ORDERS

1. Add the following Article 7.2.2:
 - a. Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.
2. Add the following Article 7.2.3:
 - a. Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemented.
3. Add the following Article 7.2.4:
 - a. In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.
4. Add the following Article 7.2.5:
 - a. 7.2.5 The Contractor's total allowance for overhead and profit is as follows:
 - 1) For the Contractor, for any work performed by his own forces, 15% of the cost.
 - 2) For each subcontractor involved, work performed by his own forces, 15% of the cost.
 - 3) For the contractor, for work performed by his subcontractor, 7.5% of the amount due the subcontractor.
 - 4) Cost shall be limited to the cost of materials, including necessary taxes: delivery: labor, including Workman's Compensation; rental value of power tools and equipment. Overhead shall include supervision, superintendence, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expenses not included in "cost".

C. CONSTRUCTION CHANGE DIRECTIVES

1. In section 7.3.5 Add "Owner or" between "the" and "Contractor" in both places they appear in this Article.
2. Delete the first sentence and insert the following:
 - a. The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

ARTICLE 8 - TIME

A. PROGRESS AND COMPLETION

1. In Section 8.2.1, add the following to the end of the second sentence:
"and that the Contractor is fully capable of properly completing the Work within the Contract Time."

B. DELAYS AND EXTENSIONS OF TIME

1. Add the following to the end of Article 8.3.3:
 - a. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.
2. Add the following Article 8.3.4:
 - a. All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2, 15.1.3, 15.1.5 and 15.1.6, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.
3. Add the following Article 8.3.5:
 - a. If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

1.03 ARTICLE 9 - PAYMENTS AND COMPLETION

A. APPLICATION FOR PAYMENTS

1. Add the following sentence to the end of Article 9.3.1:
 - a. The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.
2. Add the following Article 9.3.1.3:
 - a. In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi, or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law.

NOTE:

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, ten percent (10%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or greater than \$750,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Architect and the Owner, fifty percent (50%) of the retainage may be returned to the

Contractor and five percent (5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress do not remain satisfactory to the Architect and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

3. Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- 1) An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
- 2) Consent of Surety or other acceptable bond to cover the materials stored off-site.
- 3) All Perils Insurance coverage for the full value of the materials stored off-site.
- 4) A Bill of Sale from the Manufacturer to the Contractor for the stored materials.
- 5) A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.
- 6) A review by the Architect of the materials stored off-site prior to release of payment.
- 7) Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

B. DECISIONS TO WITHHOLD CERTIFICATION

1. In Section 9.5.1.7 delete the word "repeated".
2. Add the following Article 9.5.1.8:
 - a. The letter from the Contractor which is required by Article 15.1.6.2 has not been received.

C. PROGRESS PAYMENTS

1. Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

 - 1) Contractor's Applications for Payment shall be submitted on or before the 25th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.
2. In Section 9.6.7, delete the word "Unless" from the first sentence and insert the phrase "Whether or not".
3. Add the following to the end of Article 9.6.7:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

D. FAILURE OF PAYMENT

1. In the first sentence, delete the words "or awarded by binding dispute resolution".

E. SUBSTANTIAL COMPLETION

1. Delete Article 9.8.1 in its entirety and insert the following:
 - a. Substantial completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Architect all close-out documents required by the Contract Documents in a form satisfactory to the Architect and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents;

- (c) the Contractor furnishes the Guarantee of Work set forth hereinbelow; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.
- b. The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:
- 1) Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of substantial completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.
2. Add the following Article 9.8.2.1:
- a. The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:
 - b. Specified date of Substantial Completion; or
 - c. Actual date of Substantial Completion.
 - d. The costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.
3. Delete the last sentence of Article 9.8.4 and insert the following:
- a. Warranties required by the Contract Documents shall commence and continue for one (1) year from the date of Substantial Completion except that the roof system shall be warranted for a period of three (3) years from the date of Substantial Completion.
4. Add the following to the end of Article 9.8.5:
- a. Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.
5. Add the following Article 9.8.6:
- a. The costs of inspections made by Architect which are not required by Articles 4, 9.8 or 9.10 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Architect's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.
6. Add the following Article 9.8.7:
- a. Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Section 00800, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal

to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Architect's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00800, Article 9.8.5.

F. PARTIAL OCCUPANCY OR USE

1. Add the following Article 9.9.1.2:

- a. The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

G. LIQUIDATED DAMAGES

Add the following Article 9.11

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is \$250.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

1. Add the following to the end of Article 10.1:

- a. The Architect shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work which is to be administered by the Architect.

1.04 ARTICLE 11 - INSURANCE AND BONDS

A. Add the following Article 11.1.5

The Contractor shall furnish performance and payment bonds covering faithful performance of the Contract and obligations arising thereunder from a company authorized to issue bonds in the jurisdiction of the project. Bonds shall be AIA Document A312, Payment Bond and Performance Bond, or contain identical provisions.

B. Delete Article "11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance" in its entirety.

C. Replace Article 11.4 with the following:

1. **11.4 Insurance Requirements when document AIA A101 - Exhibit A is not incorporated into the contract.** If Exhibit A is not included in this contract, whether by omission or intent, the Contractor shall purchase and maintain the following types and limits of insurance from an insurance company lawfully authorized to issue insurance in the Project jurisdiction. The contractor shall maintain insurance through the period of correction as listed in the General Conditions Section 12.2.2 unless noted otherwise.
 - a. Contractor's Liability Insurance: The Contractor will pay for and maintain such insurance as will protect the Owner and Architect and Architect's Consultants from their contingent liability to others for damages because of bodily injury, including

death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract.

- b. Property Insurance: The Contractor shall purchase the following: All Risk Insurance policy on all construction for the value of the buildings or the value of the Work. Owner shall be named as co-insured on this policy. The Contractor shall purchase insurance coverage against theft to cover all materials and equipment stored on-site which has not been incorporated into the work. The contractor shall be liable for any deductibles included in the coverage.
- c. The following types and limits of insurance are to be purchased by the Contractor:

<u>Comprehensive General Liability</u>		
General Aggregate	\$1,000,000	Aggregate
Products & Completed Operations	\$1,000,000	Aggregate
Personal & Advertising Injury	\$500,000	Per Occurrence
Bodily Injury & Property Damage	\$1,000,000	Per Occurrence
Fire Damage Liability	\$50,000	Per Occurrence
Medical Expense	\$5,000	Per Person
<u>Owners & Contractors Protective Liability</u>		
	\$1,000,000	General Aggregate
	\$500,000	Per Occurrence
<u>Comprehensive Automotive Liability</u>		
Bodily Injury/Property Damage Combined Single Limit	\$500,000	Per Occurrence
OR		
Bodily Injury	\$250,000	Per Person
Bodily Injury	\$500,000	Per Accident
Property Damage	\$500,000	Per Occurrence
<u>Excess Liability (Umbrella on projects over \$500,000)</u>		
	\$1,000,000	Aggregate
	\$1,000,000	Per Occurrence
<u>Worker's Compensation</u>		
Accident	\$100,000	Per Occurrence
Disease	\$500,000	Policy limit
Disease	\$100,000	Per Employee
<u>Property Insurance (All Risk)</u>		
Builders' Risk Or Installation Floater	Equal to Value of Work	
<u>Other Requirements:</u>		
Applicable Fed.(e.g. Long-shoremen, harbor work, work at or outside of U.S. Boundaries):	Statutory	
Maritime	None	
Benefits Required by Union Labor Contracts	As Applicable	

- d. Furnish one copy of the certificate of insurance specifically setting forth evidence of all coverage required above to all affected parties. The form of the certificate will be AIA

document G715 or a similar form acceptable to the Owner and Architect. Submit copies of endorsements subsequently issued that amend coverage or limits.

- e. The Contractor shall furnish one copy each of Certificates of Insurance herein for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

- 1) The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

A. UNCOVERING OF WORK

The Contractor shall furnish one copy each of Certificates of Insurance herein for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

- 1. "If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense."

B. CORRECTION OF WORK

C. 12.2.2 AFTER SUBSTANTIAL COMPLETION

- 1. Add the following to the end of Article 12.2.2.1:
 - a. Prior to the end of the one-year period, (three years for roof systems), the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.
- 2. Add the following Article 12.2.2.1.1:
 - a. Within the one-year period (three years for roof systems) provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.5 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. INTEREST

- 1. Delete Article 13.5 in its entirety and insert the following:
 - a. Payments due and unpaid under the Contract Documents shall bear interest as provided by applicable Mississippi law.

B. ATTORNEYS' FEES AND EXPENSES

- 1. Add the following Article 13.6 to private projects not funded in whole or in part by public monies.
- 2. The prevailing party in any dispute between the parties arising out of or related to this Agreement or the breach thereof, shall be entitled to reasonable attorneys' and expert witness(es) fees and expenses incurred in pursuing or defending any claim.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

A. TERMINATION BY THE CONTRACTOR

1. Delete Article 14.1.1.4 in its entirety.
2. In Section 14.1.3, delete “, as well as reasonable overhead and profit on Work not executed,” between “executed” and “and” in the third line.

B. TERMINATION BY THE OWNER FOR CAUSE

1. Delete the word "repeatedly" from Article 14.2.1.1.
2. 14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.
3. 14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:
 - a. fails to achieve Substantial Completion of the Project as described in Section 00800, Article 9.8.5, within the time stated therein;
 - b. fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.
4. In Section 14.2.2, delete the word "certification" in the first sentence and insert the word "advice".
5. In Section 14.2.4, delete the phrase "Initial Decision Maker" and insert the word "Architect".
6. Add the following Article 14.2.5:
 - a. If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

C. TERMINATION BY THE OWNER FOR CONVENIENCE

1. In Section 14.4.3, Add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

- A. In Section 15.1.2, delete the phrase “in accordance with the requirements of the final dispute resolution method selected within the Agreement”.

B. CLAIMS FOR ADDITIONAL TIME

1. Add the following to the end of Article 15.1.6.2:
 - a. The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made. A letter or statement that the Contractor was delayed is not acceptable as adequate justification. The receipt of this request and data by the Architect will not be considered as Owner or Architect approval of a time extension in any way.
2. Add the following Article 15.1.6.3:
 - a. NOTE:

This Article governs the procedure for determination of time extensions for abnormally adverse or unusually severe weather or other external conditions such as a civil emergency. In order for the Owner and Architect to award a time extension under this Article, the following conditions must be satisfied:

- 1) The weather experienced at the Project site during the Contract period must be found to be abnormally adverse or unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
 - (a) Definition of Adverse Weather/Conditions: Any weather activity, such as rain, snow, wind, thunderstorms, lightning, extreme heat or cold, and rising water, or an external adverse condition such as a civil emergency, which prevents work on the project, inside or outside of the building(s).
 - 2) The abnormally adverse condition or unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor.
 - 3) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
 - 4)

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(6)	(5)	(5)	(5)	(5)	(5)	(7)	(4)	(4)	(4)	(7)
 - 5) Upon acknowledgment of the Notice To Proceed (NTP) and continuing throughout the Contract, the Contractor shall record on the daily report, the occurrence of adverse weather or conditions and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent work on the Project's critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner and the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract. The Contractor must provide documentation of any delays arising from adverse conditions such as civil emergency outlining how the adverse condition affected work and the extent and timing of the delay.
3. Add the following Article 15.1.6.4:
 - a. Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.
 4. Add the following Article 15.1.8:
 - a. The Contractor expressly agrees that the Article 15 Claims and Disputes process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers against the Owner and/or the Architect or any of their design consultants, including, but not limited to, all claims of breach of contract, breach of warranty, misrepresentation, negligence, professional negligence, and/or any other tort.

C. INITIAL DECISION

1. Add "within thirty (30) days" to the end of Article 15.2.4.

D. MEDIATION

1. In Section 15.3.1 delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and insert the phrase "may be subject to mediation upon mutual agreement of the Owner and Contractor."
2. In Section 15.3.2 delete the word "shall" in the first sentence wherever it appears and insert the word "may".
3. Delete Article 15.3.3 in its entirety.

E. ARBITRATION

1. 15.4.1 Delete the words "parties have" in the first sentence and insert the words "Owner has" and delete the phrase "unless the parties mutually agree" in the first sentence and insert the phrase "unless the Owner chooses."

F. CONSOLIDATION OR JOINDER

1. Delete Article 15.4.4, including subparts .1 - .3, in its entirety and insert the following:
 - a. The Owner, at its sole discretion, may consolidate any arbitration, if any, conducted under this Agreement with any other arbitration to which it is a party where the Owner determines that the arbitrations to be consolidated substantially involve common questions of law or fact and the Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration.

END OF SECTION

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Highland Baptist Church Sanctuary Renovation
- B. Highland Baptist Church 's Name: Highland Baptist Church .
- C. Belinda Stewart Architects's Name: Belinda Stewart Architects, PA.
- D. The Project consists of the construction of The renovation of the existing large sanctuary space, including chancel and balcony renovation, finishes removal and installation such as carpet and lvt, and removal and recovering of pews and painting. Electrical renovation is included along with hvac .

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings.
- B. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY

- A. Highland Baptist Church intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Highland Baptist Church intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Highland Baptist Church to minimize conflict and to facilitate Highland Baptist Church 's operations.
- D. Schedule the Work to accommodate Highland Baptist Church occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Highland Baptist Church :
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Highland Baptist Church and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Belinda Stewart Architects for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Belinda Stewart Architects for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit one electronic and two hard-copies of each Application for Payment.
- F. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Partial release of liens from major subcontractors and vendors.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Belinda Stewart Architects will issue instructions directly to Contractor.
- B. For other required changes, Belinda Stewart Architects will issue a document signed by Highland Baptist Church instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Belinda Stewart Architects will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1. For change requested by Belinda Stewart Architects for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
- E. Substantiation of Costs: Provide full information required for evaluation.
- F. Execution of Change Orders: Belinda Stewart Architects will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Highland Baptist Church 's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Add to the project the cost to provide a working handicap lift from the floor to the choir stage door level, including power, additional finished out wall floor to deck with paint and base, modification of handrail and hardware as required
- B. Alternate No. 2 - Add to the project the cost to provide the Choir Cubbies on 2/A5.4 and associated details. :
- C. Alternate No. 3 - Add the cost to provide the removal of the interior metal frame glazing stops and non-glass glazing in the Sanctuary windows. Provide new pattern glass or frosted glazing in the existing window openings - see A1.1.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Belinda Stewart Architects:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Attendance Required:
 - 1. Highland Baptist Church .
 - 2. Belinda Stewart Architects.
 - 3. Contractor.
- B. Agenda:
 - 1. Execution of Highland Baptist Church -Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Owner and Belinda Stewart Architects.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Belinda Stewart Architects, Highland Baptist Church , participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.

2. Highland Baptist Church .
 3. Belinda Stewart Architects.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Belinda Stewart Architects, Highland Baptist Church , participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.04 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 2. Prepare in a format and with content acceptable to Highland Baptist Church .
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).

- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Issue date, and requested reply date.
 - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Belinda Stewart Architects will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Highland Baptist Church .
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Belinda Stewart Architects for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.

5. Other types as indicated.
- D. Submit for Highland Baptist Church 's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 7800.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Belinda Stewart Architects.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a separate transmittal for each item.
 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Belinda Stewart Architects will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Belinda Stewart Architects will acknowledge receipt and review. See below for actions to be taken.
- C. Belinda Stewart Architects's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Belinda Stewart Architects's and consultants' actions on items submitted for review:
 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:
- E. Belinda Stewart Architects's and consultants' actions on items submitted for information:
 1. Items for which no action was taken:

- a. "Received" - to notify the Contractor that the submittal has been received for record only.
- 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 02 2140
RESTORATION AND RENOVATION TECHNIQUES

PART 1 - GENERAL

1.01 GENERAL

- A. This section specifies the particular procedures to be employed in the renovation of original building features, materials, surfaces and artifacts during the course of the work. Refer to Demolition and Restoration and Repair Notes on drawings for additional information.

1.02 RELATED SECTIONS

- A. Section 02 4100 - Demolition
- B. Section 09 9220 - Plaster Systems
- C. Section 09 9123 - Interior Painting

1.03 ARCHITECT CONSULTATION

- A. Notify Architect immediately upon discovery of previously unknown conditions which are unsafe or might lead to defects in the finished work and of locations proposed for demonstration areas. Obtain approval before proceeding with the work.

1.04 ALTERNATE METHODS

- A. Alternate techniques for specified renovation procedures may be submitted for review and approval by the Architect. Provide detailed description of technique, including chemical composition of chemicals (if any) and list of projects at which procedure has been used successfully.

1.05 REQUIREMENTS TO MATCH EXISTING

- A. Selection of materials for restoration, reconstruction and repair shall match designated material or feature in type, form, construction, density, grain, surface texture, etc. When extant feature is to be reproduced remove intact sample of the existing feature or material and furnish to manufacturer as a template for fabrication, where possible.

1.06 ORIGINAL MATERIALS

- A. Limit cutting and patching in original materials to the absolute minimum necessary to accomplish the work.

1.07 DEFINITIONS

- A. WELL-MAINTAINED CONDITION: Items indicated to be returned to a well maintained condition shall be repaired to a fully-functioning condition, with replacement of any damaged or deteriorated materials or components that interfere with the function of the item being restored - or elements that show visual signs of a lack of maintenance. Items are to appear as though they have been well maintained over their life, showing minor imperfections, scars and other signs of wear that do not interfere with the function of the item.
- B. CLEAN: To clean is to remove all dust, dirt, oil, undesired paint or overspray, sealants, residues, biological growth, soot, cementitious material, and other contaminants or stains that mar the finish or appearance of a surface to obtain a well maintained condition.

1.08 STANDARDS AND REGULATIONS

- A. Comply with the standards of the U.S. Department of the Interior "Secretary of the Interior's Standards for Rehabilitation".

1.09 SAMPLES AND DEMONSTRATION AREAS

- A. Unless otherwise indicated, prepare samples and demonstration areas indicated below for approval by Architect before proceeding with the work: (Provide samples in obscure location where possible).
 - 1. New elements to match existing: 2 lin. ft. each type.
 - 2. Concrete patching/repair: 10 sq. ft. area at each type.
 - 3. Plaster patch/repair: 4 sq. ft. area.

4. Conduit "Trenching" in plaster: 1 complete conduit installation.
5. Window repair/restoration: 3 window divisions.

1.10 SUBMITTALS

- A. Submit manufacturer's specifications, samples and other data for each product, including certification that each product complies with specified requirements.

PART 2 SCHEDULE OF TECHNIQUES

2.01 METAL CLEANING

- A. Protect all adjacent surfaces from dust and chemicals
- B. Remove loose rust, paint, and other debris from metal surface by gently brushing with a wire brush and scraping with paint scrapers
 1. Do not sandblast, use grinders or sanding disks except with prior approval of Architect.
 2. Do not scrape, brush or sandblast lead, lead coated copper, or other coated materials.

2.02 METAL REPAIRS

- A. Inspect metal items and repair matching materials and finishes. Consult with Architect about repair techniques and obtain approval before continuing. Repair metal items in place unless otherwise indicated or acceptable to Architect. Do not sandblast metal surfaces. Do not use grinder or sanding disks except with prior approval of architect.
 1. Stainless Steel: Grind and Buff to remove dirt, corrosion and other deleterious material to provide smooth, #2B finish. Solder patches on where necessary. Replace former inadequate patches. Grind smooth to provide continuous, smooth finish. Provide sample of stainless steel repair and cleaning for approval before continuing with work. After inspection by architect, apply one coat of clear lacquer.
 2. Cast Metal: Grind and polish to #2B finish. Use gentlest methods possible. Apply one coat of clear lacquer to protect from weathering.
 3. Steel: Weld and grind smooth.
 4. Cast Iron: Weld and grind smooth.

2.03 METAL TREATMENT TECHNIQUES AND MATERIALS

- A. Scrape and wire brush surface to remove loose paint and rust.
- B. Wipe all remaining residue from surfaces including any dust, oil, and grease.

2.04 METAL RECONSTRUCTION

- A. Inspect metal items to be reconstructed. Select materials to match profile, thickness, size, shape, surface texture and other characteristics of original materials. Reuse original materials in reconstruction to the extent possible. Reproduce connection systems accurately.

2.05 WOOD CLEANING

- A. Scrape to remove loose paint, using tools ground to match fillets and grooves if required. Do not use open flames to soften paints. Do not use:
 1. Electric heat gun
 2. Electric resistance radiant heater

2.06 WOOD PATCHING

- A. Caulk minor cracks and crevices. Fill defects up to 2" minimum width and depth with structural adhesive putty/epoxy, installed per manufacturer's recommendations. For larger defects, install matching wood patches (dutchmen) cut to fit and glued in place using filled waterproof adhesives. Nail patch into place with counter-sunk galvanized or stainless steel finishing nails. Wood patches to be of similar material and grain oriented parallel to reduce differential movement and shrinkage.

2.07 WOOD RECONSTRUCTION

- A. Inspect wood artifacts to be reconstructed. Select materials to match profile, thickness, size, shape, surface texture and other characteristics of original materials. Reuse original materials in reconstruction to the extent possible. Fabricate reconstructed items in accordance with

provisions of Section 06 2000 as applicable. Reproduce connection systems accurately. Install reconstruction materials using same techniques as originals, except that concealed joints and fasteners may be installed where applicable.

- B. For exterior wood dutchman repairs, parts replacement, or new work, wood species/grade to match existing exactly. If no match can be made or new work to be installed, species to be as listed above. Visually inspect lumber to be used for quality (no checks, bows, or other defects, minimal sap wood) and discard/cull inferior wood.
- C. Wood Reconstruction System to restore deteriorated/damaged wood elements:
 - 1. Acceptable Manufacturers and Products:
 - a. Abatron ALiquidWood or AWood Epox System. (www.abatron.com)
 - b. West System Wood Reconstruction Epoxy System (www.westsystem.com)
 - c. Architect Approved Equal.
 - 2. Install per manufacturer's recommendations.
 - 3. Provide accessory products as needed and as recommended by manufacturer.

2.08 CONCRETE REPAIR AND PATCHING

- A. Patch holes and other defects larger than 1" or greater width, and 2" or greater depth to the extent encountered. Refer to Concrete Reconstruction procedures for defects exceeding 4" minimum width and 2" minimum depth.
- B. Perform all patch work after cleaning work is completed. Scrape and brush away loose material. Chip away fractured materials. Coat area to be patched with acrylic bonding agent. Prepare damp patching mix using clean, sharp natural sand and Portland cement similar to repointing mortar. Select sand color and cement color to match existing concrete surface. Pack patching mix into defect and strike off flush with existing surface. Moist cure; after curing finish surface shall match existing contiguous or adjacent surface as directed by Architect.
- C. Leveling Underlayment: Provide leveling compound as indicated on drawings and as necessary to provide smooth even installation of flooring.
 - 1. Provide self-leveling underlayment concrete equal to Ardex K-15, as manufactured by Ardex Engineered Cements, Inc., except where indicated otherwise. Prepare surface and install product in accordance with manufacturers' recommendations.
 - 2. Provide Ardex SD-F, or equal, in small areas where feather edge installations are required.
 - 3. Obtain written approval for underlayment product(s) from flooring manufacture ensuring compatibility with flooring materials and adhesives.

2.09 CONCRETE RECONSTRUCTION

- A. Inspect surfaces to be reconstructed, if existing. Unless otherwise directed, provide finish to match existing continuous or adjacent surface.
- B. Perform reconstruction work after demolition and cleaning work is completed. Provide concrete mix as specified, except select Portland cement and sand aggregate for color range matching existing surfaces. Provide forms for finished surfaces as indicated. Coat area to be patched with bonding agent.

2.10 GLASS REPAIRS & GLASS REPLACEMENT

- A. Protect existing stained glass, where it exists, and frames for the duration of the project.
- B. Install new pattern glass in the existing frames. Fasten in place using recommended sealant and paintable glazing compound as specified. Where glass replacement is not required, inspect glazing compound and strip out loose material.
- C. Clean glass and frame to remove any exposed putty surface. Secure glass where required and paintable glazing compound to replace missing material.

2.11 WINDOW REPAIRS

- A. Where existing windows are indicated to remain, repair any water and structurally damaged components. Return windows to a Well-Maintained Condition. Frame shall be rigid and parallel. Protect and reuse existing glass where possible.

1. Remove all broken glass lites and replace with new to match existing.
2. Remove any existing loose, cracked or damaged glazing putty where glass is installed with putty. Install glazing points or retainer clips as occurs where missing. Install new paintable glazing putty.
 - a. Acceptable Glazing Putty Manufacturers:
 - 1) Sarco - "Dual Glaze"
 - 2) UGL - Glazol
 - 3) Architect Approved Equal
3. Where replacement of all or part of window is necessary, obtain approval from Architect for extent of replacement prior to removing existing window.
4. Refer to drawings for additional information and details.

2.12 CEMENT PLASTER REPAIRS

- A. See Section 09 2200 - Plaster Systems for additional information and requirements.
- B. Clean soiled surfaces and shallow gouges and other defects requiring fillers. Fill with pre-mixed exterior latex or acrylic spackle, following manufacturer's recommendations for preparation of surface and installation. Route small cracks to V-shaped groove min. 1/8" wide before installing spackle.
 1. Test cleaning methods and utilize the gentlest method possible, as approved by the architect.
 2. Remove water-damaged and delaminated cement plaster and replace with new cement plaster exactly matching existing. Match any existing decorative plaster mouldings exactly. Replace missing areas of plaster to match adjacent plaster.
 3. Scrape loose paint, but do not remove paint tightly adhered to plaster surface. Sand paint surface and install spackle or other approved synthetic filler to feather edges of paint to provide smooth wall surface.
 4. Sand existing plaster surfaces and patchwork to remove surface irregularities including old paint runs, protrusions, ridges, wrinkles and other surface defects that might interfere with application of paint.
 5. Plaster patching and repairs must blend with and match (texture) with adjacent surfaces.
 6. Provide 2 coats of paint over cleaned and repaired cement plaster surfaces. Color to be selected by architect.

2.13 SAWCUTTING MASONRY OPENINGS

- A. Provide smooth even cuts at new masonry openings.
- B. Replace broken or damaged brick edges with salvaged matching brick if needed to provide even opening to match original brick openings in similar situations.
- C. Do not overcut at corners.

2.14 DECORATIVE PLASTER REPAIRS:

- A. Clean soiled surfaces and shallow gouges and other defects requiring fillers. Fill with pre-mixed latex or acrylic spackle, following manufacturer's recommendations for preparation of surface and installation. Route small cracks to V-shaped groove min. 1/8" wide before installing spackle.
 1. Test cleaning methods and utilize the gentlest method possible, as approved by the architect.
 2. Utilize exterior spackle at exterior repairs.
- B. Remove water-damaged, deteriorated and delaminated plaster and replace with new plaster exactly matching existing. Match any existing decorative plaster mouldings exactly.
- C. Scrape loose paint, but do not remove paint tightly adhered to plaster surface. Sand paint surface and install spackle or other approved synthetic filler to feather edges of paint to provide smooth wall surface.

- D. Sand existing plaster surfaces and patchwork to remove surface irregularities including old paint runs, protrusions, ridges, wrinkles and other surface defects that might interfere with application of paint.

2.15 SALVAGED ITEMS

- A. Deliver all salvaged items to the owner as directed. Salvaged items shall include light fixtures, hardware and other removed original elements.

END OF SECTION

SECTION 02 4100 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- D. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

PART 3 EXECUTION

2.01 SCOPE

- A. Refer to drawings for items to be demolished and additional information..
- B. Remove other items indicated, for salvage, relocation, and recycling.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2200.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Highland Baptist Church .
- C. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Belinda Stewart Architects and Highland Baptist Church ; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Highland Baptist Church .
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Highland Baptist Church .
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Belinda Stewart Architects before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
- D. Services (Including but not limited to Electrical and Telecommunications): Remove existing systems and equipment as indicated.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.

4. Patch as specified for patching new work.

2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 05 7300
DECORATIVE METAL RAILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Railing and guardrail assemblies.
- B. Wall-mounted handrails.
- C. Glazed, guardrail assemblies.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry: Wood handrail.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- E. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2013.
- F. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- G. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- H. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2014a.
- I. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass; 2014.
- J. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings; 2013, with Editorial Revision.
- K. AWS C 3.4/C3.4M - Specification for Torch Brazing; 2007.
- L. AWS C3.5M/C 3.5 - Specification for Induction Brazing; 2007.
- M. AWS C3.9M/C3.9 - Specification for Resistance Brazing; 2009.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).
- O. AWS D1.6 - Structural Welding Code - Stainless Steel; 1999.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Meeting: Schedule and conduct a preinstallation meeting one week before starting work of this section. Attendees shall include, but not be limited to:
 - 1. Contractor.
 - 2. Belinda Stewart Architects.
 - 3. Other subcontractors of adjacent work.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate railing system elevations and sections, details of profile, dimensions, sizes, connection attachments, anchorage, size and type of fasteners, and accessories. Indicate anchor and joint locations, brazed connections, transitions, and terminations.
- C. Test Reports: Submit test reports from an independent testing agency showing compliance with specified design and performance requirements.
- D. Manufacturer's Installation Instructions.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in installing glazed railing systems and acceptable to manufacturer.
- B. Mock-ups: Construct a railing of each type specified. Locate mock-ups where directed. Mockups may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver railing materials in factory provided protective coverings and packaging.
- B. Protect railing materials against damage during transit, delivery, storage, and installation at site.
- C. Inspect railing materials upon delivery for damage. Repair damage to be indistinguishable from undamaged areas; if damage cannot be repaired to be indistinguishable from undamaged parts and finishes, replace damaged items.
- D. Prior to installation, store materials and components under cover, in a dry location.

1.08 FIELD CONDITIONS

- A. Do not install railings until project is enclosed and ambient temperature of space is minimum 65 degrees F (18.3 degrees C) and maximum 95 degrees F (35 degrees C).
- B. Maintain ambient temperature of space at minimum 65 degrees F (18.3 degrees C) and maximum 95 degrees F (35 degrees C) for 24 hours before, during, and after railing installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Decorative Metal and Glass Railings:
 - 1. J.M. Gruca, Inc.; Hercules system (base mounted): www.architecturalglassrailings.com.
 - 2. Hollaender Manufacturing Co; Structural Glass Concrete Mount with Top Cap & Assist Rail: www.hollaender.com.
 - 3. Or Equal.
- B. Railing Components:
 - 1. Manufacturer/Fabricator specified for railings.
 - 2. C. R. Laurence Co., Inc: www.crlaurence.com.
 - 3. or Equal.

2.02 RAILING SYSTEMS

- A. Railings - General: Factory- or shop-fabricated in design indicated, to suit specific project conditions, and for proper connection to building structure, and in largest practical sizes for delivery to site.
 - 1. Design Criteria: Design and fabricate railings and anchorages to resist the following loads without failure, damage, or permanent set; loads do not need to be applied simultaneously.
 - a. Lateral Force: 75 lb (333 N) minimum, at any point, when tested in accordance with ASTM E935.
 - b. Distributed Load: 50 pounds per foot (0.73 kN per m) minimum, applied in any direction at the top of the handrail, when tested in accordance with ASTM E935.
 - c. Concentrated Loads on Intermediate Rails: 50 pounds per square ft (0.22 per sq m), minimum.
 - d. Concentrated Load: 200 pounds (888 N) minimum, applied in any direction at any point along the handrail system, when tested in accordance with ASTM E935.
 - 2. Assembly: Join lengths, seal open ends, and conceal exposed mounting bolts and nuts using slip-on non-weld mechanical fittings, flanges, escutcheons, and wall brackets.
 - 3. Joints: Tightly fitted and secured, machined smooth with hairline seams.
 - 4. Field Connections: Provide sleeves to accommodate site assembly and installation.

5. Welded and Brazed Joints: Make exposed joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
 - a. Ease exposed edges to small uniform radius.
 - b. Welded Joints:
 - 1) Carbon Steel: Perform welding in accordance with AWS D 1.1/D1.1M.
 - 2) Stainless Steel: Perform welding in accordance with AWS D 1.6.
 - c. Brass/Bronze Brazed Joints:
 - 1) Perform torch brazing in accordance with AWS C3.4/3.4M.
 - 2) Perform induction brazing in accordance with AWS C3.5/3.5M.
 - 3) Perform resistance brazing in accordance with AWS C3.9/3.9M.
- B. Base Mount Railing System: Engineered, base supported railing system with structural glass.
 1. Base Shoe, Aluminum: ASTM B221, 6063 T5 alloy; 2-1/2 inch (64 mm) wide by 4-1/8 inch (105 mm) high, rectangular profile, natural anodized finish.
 2. Base Cladding:
 - a. Material: 18 gage, (0.05 inch) (1.27 mm) stainless steel; No. 4 satin finish.
 3. Glass: As specified in this section.
- C. Wall-Mounted Handrail:
 1. 1-1/2 inch (38 mm) diameter stainless steel; No. 4 satin finish.
 2. Internal Connection Sleeves: Sleeve, material compatible with handrail and top cap material.
 3. Handrail Brackets: Manufacturer's standard aluminum brackets.
 - a. Mounting: Glass.
 - b. Finish: natural anodized finish.
 4. Handrail Brackets: Manufacturer's standard stainless steel brackets.
 - a. Mounting: Glass.
 - b. Finish: No. 4 satin finish.

2.03 MATERIALS

- A. Aluminum Components: ASTM B221/B221M.
 1. Natural Anodized Finish: Class I, AAMA 611 AA-M12C22A41 Clear anodic coating with electrolytically deposited organic seal; not less than 0.7 mils (0.018 mm) thick.
- B. Stainless Steel Components:
 1. ASTM A666, Type 304.
 2. Stainless Steel Tubing: 16 gage (0.0625 inch) (1.59 mm), 1-1/2 inch (38 mm) diameter.
 3. Stainless Steel Finish: No. 4 Satin.
- C. Glass: Laminated safety glass; ASTM C 1172, unless otherwise indicated.
 1. Plastic Interlayer: Minimum 0.060 inch (1.52 mm) thick.
 2. Impact Strength: Category II, tested in accordance with 16 CFR 1201.
 3. Thickness: 1/2 inch (13 mm).
 4. Configuration: As indicated on drawings.
 5. Edges: Ground smooth and polished.
 6. Color: Clear, no tint.

2.04 ACCESSORIES

- A. Welding Fittings: Factory- or shop-welded from matching pipe or tube; joints and seams ground smooth.
- B. Anchors and Fasteners: Provide anchors and other materials as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
 1. For anchorage to concrete, provide inserts to be cast into concrete for bolting anchors.
 2. For anchorage to masonry, provide brackets to be embedded in masonry for bolting anchors.

- 3. For anchorage to stud walls, provide backing plates for bolting anchors.
- 4. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.
- C. Hydraulic Expansion Cement: ASTM C1107/C1107M.
- D. Sealant: Silicone; clear.
- E. Finish Touch-Up Materials: As recommended by manufacturer for field application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate and site conditions are acceptable and ready to receive work.
- B. Verify field dimensions of locations and areas to receive work.
- C. Notify Belinda Stewart Architects immediately of conditions that would prevent satisfactory installation.
- D. Do not proceed with work until detrimental conditions have been corrected.
- E. Furnish components to be installed in other work to installer of that other work, including but not limited to blocking, sleeves, inserts, anchor bolts, embedded plates and supports for attachment of anchors.

3.02 PREPARATION

- A. Review installation drawings before beginning installation. Coordinate diagrams, templates, instructions and directions for installation of anchorages and fasteners.
- B. Clean surfaces to receive units. Remove materials and substances detrimental to the installation.

3.03 INSTALLATION

- A. Comply with manufacturer's drawings and written instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects and with tight joints, except where necessary for expansion.
- C. Anchor securely to structure.
- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
- E. Isolate dissimilar materials with bituminous coating, bushings, grommets or washers to prevent electrolytic corrosion.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

3.05 FIELD QUALITY CONTROL

- A. Field Services: Provide the services of the manufacturer for field observation of installation of railings.

3.06 CLEANING

- A. Remove protective film from exposed metal surfaces.
- B. Metal: Clean exposed metal finishes with potable water and mild detergent, in accordance with manufacturer recommendations; do not use abrasive materials or chemicals, detergents or other substances that may damage the material or finish.
- C. Glass and Glazing: Clean glazing surfaces; remove excess glazing sealant compounds, dirt, and other substances.

3.07 PROTECTION

- A. Protect installed components and finishes from damage after installation.

- B. Repair damage to exposed finishes to be indistinguishable from undamaged areas.
 - 1. If damage to finishes and components cannot be repaired to be indistinguishable from undamaged finishes and components, replace damaged items.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-structural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Sheathing.
- D. Miscellaneous framing and sheathing.
- E. Concealed wood blocking, nailers, and supports.
- F. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 06200 - Finish Carpentry
- B. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS

- A. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2015.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- C. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2015.
- D. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood Protection Association; 2003.
- E. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association; 2003.
- F. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- G. PS 1 - Structural Plywood; 2009.
- H. PS 20 - American Softwood Lumber Standard; 2015.
- I. SPIB (GR) - Grading Rules; 2014.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a one-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Pine, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.

3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, Rough (unsurfaced).
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
 1. Species: Southern Pine.
 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 (50 by 150 mm through 100 by 400 mm)):
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 1. Lumber: S4S, No. 2 or Standard Grade.
 2. Boards: Standard or No. 3.

2.03 EXPOSED DIMENSION LUMBER

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings.
- C. Surfacing: S4S.
- D. Sizes: Nominal sizes as indicated on drawings, S4S.
- E. Moisture Content: Kiln-dry or MC15.

2.04 STRUCTURAL COMPOSITE LUMBER

- A. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.

2.05 EXPOSED BOARDS

- A. Submit manufacturer's certificate that products meet or exceed specified requirements, in lieu of grade stamping.
- B. Moisture Content: Kiln-dry (15 percent maximum).
- C. Surfacing: S4S.
- D. Species: Southern Pine.
- E. Grade: No. 2, 2 Common, or Construction.

2.06 CONSTRUCTION PANELS

- A. Wall Sheathing: Plywood, PS 1, Grade C-D, Exposure I.
- B. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch (19 mm) thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- C. Other Applications:
 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 3. Other Locations: PS 1, C-D Plugged or better.

2.07 ACCESSORIES

- A. Fasteners and Anchors:

1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
3. Anchors: Toggle bolt type for anchorage to hollow masonry.

2.08 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWWA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with roofing or flashing.
 - d. Treat lumber in contact with masonry or concrete.
 - e. Treat lumber less than 18 inches (450 mm) above grade.
 - f. Treat lumber in other locations as indicated.
 2. Preservative Pressure Treatment of Plywood Above Grade: AWWA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches (450 mm) above grade.
 - e. Treat plywood in other locations as indicated.
 3. Preservative Pressure Treatment of Lumber in Contact with Soil: AWWA U1, Use Category UC4A, Commodity Specification A using waterborne preservative.
 - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.
- B. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- C. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Install treated wood elements in applications as defined in Factory Wood Treatment.
- D. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AWC (WFCM) Wood Frame Construction Manual.
- E. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Provide the following specific non-structural framing and blocking:
 - 1. Cabinets and shelf supports.
 - 2. Wall brackets.
 - 3. Handrails.
 - 4. Grab bars.
 - 5. Towel and bath accessories.
 - 6. Wall-mounted door stops.
 - 7. Wall paneling and trim.
 - 8. Joints of rigid wall coverings that occur between studs.
 - 9. wall mounted ada platform lift or other specific equipment..

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Subflooring: Glue and nail to framing; staples are not permitted.
- B. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
 - 1. Use plywood or other acceptable structural panels at building corners, for not less than 96 inches (2440 mm), measured horizontally.
 - 2. Provide inlet diagonal bracing at corners.
- C. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches (610 mm) on center on all edges and into studs in field of board.
 - 1. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
 - 2. Install adjacent boards without gaps.
 - 3. Size: 48 by 96 inches (2440 by 4880 mm), installed horizontally at ceiling height.

3.06 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.07 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood casings and moldings.
- C. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 08 1433 - Stile and Rail Wood Doors.
- C. Section 08 5200 - Wood Windows.
- D. Section 08 8000 - Glazing: Glass and glazing of wood partitions and screens.
- E. Section 09 9123 - Interior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. ANSI A135.4 - American National Standard for Basic Hardboard; 2004.
- C. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014, with Errata (2016).
- E. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).
- F. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- G. PS 1 - Structural Plywood; 2009.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, accessories, to a minimum scale of 1-1/2 inch to 1 ft (1:8).
- D. Samples: Submit two samples of each finish wood trim type (12 inches long).

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
- B. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum three years of documented experience.

1.07 MOCK-UP

- A. Provide column wrap mock-up, full size, illustrating finish and construction.

- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect from moisture damage.
- B. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Unless otherwise indicated provide products of quality specified by AWI Architectural Woodwork Quality Standards Illustrated for Custom grade.
- B. Unless otherwise indicated provide products of quality specified by Woodwork Institute Manual of Millwork for Custom grade.
- C. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- D. Interior Woodwork Items:
 - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Clear white pine; prepare for paint finish.
 - 2. Door, Glazed Light, and Pocket Door Frames: White birch; prepare for paint finish.

2.02 LUMBER MATERIALS

- A. Wood Species: Any closed-grain hardwood listed in referenced woodworking standard.

2.03 SHEET MATERIALS

- A. Softwood Plywood, Not Exposed to View: Any face species, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
- B. Softwood Plywood, Exposed to View: Face species as indicated, plain sawn, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
 - 1. Grading: Certified by the American Plywood Association.

2.04 FASTENINGS

- A. Fasteners: Of size and type to suit application.

2.05 ACCESSORIES

- A. Lumber for Shimming and Blocking: Softwood lumber of pine species.
- B. Primer: Alkyd primer sealer.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.06 SITE FINISHING MATERIALS

- A. Stain, Shellac, Varnish, and Finishing Materials: In compliance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

2.07 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Backout or groove backs of flat trim members and kerf backs or other wide, flat members, except members with ends exposed in finished work.
- C. Where required and noted, match size and profile of existing trim.
- D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.08 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.

- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
- E. Back prime woodwork items to be field finished, prior to installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

SECTION 08 1433
STILE AND RAIL WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood doors, stile and rail design; non-fire rated.
- B. Panels of wood and glass.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry: Wood door frames.
- B. Section 08 7100 - Door Hardware.
- C. Section 08 8000 - Glazing.
- D. Section 09 9123 - Interior Painting: Field finishing.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014, with Errata (2016).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).
- E. ICC (IBC) - International Building Code; 2018.
- F. WDMA I.S. 6A - Interior Architectural Wood Stile and Rail Doors; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate stile and rail core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, and cutouts for glazing.
- D. Manufacturer's Qualification Statement.
- E. Warranty, executed in Highland Baptist Church 's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.
 - 1. Company with at least one project within past five years with value of woodwork within at least 20 percent of cost of woodwork for this project.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver, and store doors in accordance with quality standard specified.
- 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.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, telegraphing core construction, and _____.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Stile and Rail Wood Doors:
 - 1. Karona, Inc; ____: www.karonadoor.com/#sle.
 - 2. Masonite Architectural; Aspiro Authentic Stile & Rail Doors: www.architectural.masonite.com/#sle.
 - 3. VT Industries, Inc; ____: www.vtindustries.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS

- A. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless otherwise indicated.
- B. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with WDMA I.S. 6A.
- C. Exterior Doors: 1-3/4 inches (44.45 mm) thick unless otherwise indicated; solid lumber construction; mortise and tenon joints; water repellent treated. Transparent finish as indicated on drawings.
- D. Interior Doors: 1-3/8 inches (34.93 mm) thick unless otherwise indicated; solid lumber construction; mortise and tenon joints. Opaque finish as indicated on drawings.
- E. Wood veneer facing with factory opaque finish as indicated on drawings.

2.03 DOOR AND PANEL FACINGS

- A. Veneer Facing for Transparent Finish: Natural Birch, 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.
- B. Adhesive: Type I - Waterproof.

2.04 DOOR CONSTRUCTION

- A. Vertical Exposed Edge of Stiles: Of same species as veneer facing.
- B. Fit door edge trim to edge of stiles after applying veneer facing.
- C. Panels: Flat.
- D. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- E. Cut and configure exterior door edge to receive recessed weatherstripping devices. Provide edge clearances in accordance with referenced quality standards.

2.05 FINISHES

- A. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 - 1. Opaque:
 - a. Color: As selected by Belinda Stewart Architects.
 - b. Sheen: matching other existing doors.

2.06 ACCESSORIES

- A. Wood Door Frames: See Section 06 2000.
- B. Glazed Openings:
 - 1. Glazing: Sealed insulated glazing units with 1 inch (25.4 mm) overall thickness, and consisting of two 1/4 inch (6.4 mm) thick panes of glass.
 - 2. Glazing: Single vision units, 1/4 inch (6.4 mm) thick panes of glass.
- C. Glazing: See Section 08 8000.

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 standards.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Machine cut for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

- A. Comply with specified quality standard for fit, clearance, and joinery tolerances.
- B. Maximum Width Distortion (Cup): 1/8 inch (3.2 mm) measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inch (915 by 2130 mm) surface area.

3.04 ADJUSTING

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

END OF SECTION

SECTION 14 42 16: INCLINED PLATFORM WHEELCHAIR LIFT

Display hidden notes to specifier by using "File"/"Options"/"Display"/"Hidden Text"

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Indoor inclined platform wheelchair lifts.

1.2 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete: Anchor placement in concrete.
- B. Section 04800 - Masonry Assemblies: Anchor placement in masonry.
- C. Section 06100 - Rough Carpentry: Blocking in framed construction for lift attachment.
- D. Division 16 - Electrical: Electrical power service and wiring connections.
- E. Division 16 - Electrical: Concealed low voltage control wiring.

1.3 REFERENCES

- A. ASME A17.5 - Elevator and Escalator Electrical Equipment.
- B. ASME A18.1a 2001 - Safety Standard for Platform Lifts and Stairway Chairlifts.
- C. ASME A18.1, Section 6, Private Residence Inclined Platforms.
- D. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities.
- E. NFPA 70 - National Electric Code.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Submit manufacturer's installation instructions, including preparation, storage and handling requirements.
 - 2. Include complete description of performance and operating characteristics.
- C. Shop Drawings:
 - 1. Show typical details of assembly, erection and anchorage.
 - 2. Show complete layout and location of equipment, including required clearances.

- D. Verification Samples: For each finished product specified, two samples, representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm with minimum 40 years documented experience in manufacturing of inclined wheelchair platform lifts of installations of type specified.
- B. Installer Qualifications: Firm licensed to install equipment of this scope, with evidence of experience with specified equipment. Installer shall maintain an adequate stock of replacement parts and have qualified people available to ensure timely maintenance and callback service at the project site.

1.6 REGULATORY REQUIREMENTS

- A. Provide platform lifts in compliance with:
 - 1. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.
 - 2. ASME A17.5 - Elevator and Escalator Electrical Equipment.
 - 3. NFPA 70 - National Electric Code.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store components off the ground in a dry covered area, protected from adverse weather conditions.

1.8 PROJECT CONDITIONS

- A. Do not use wheelchair lift for hoisting materials or personnel during construction period.

1.9 WARRANTY

- A. Warranty: Manufacturer shall warrant the wheelchair lift materials and factory workmanship for two years following completion of installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garaventa Lift;
United States - P.O. Box 1769, Blaine, WA 98231-1769.
Canada - 18920 - 36th Ave., Surrey, BC V3Z 0P6. ASD.
Toll Free: 800-663-6556. Tel: (604) 594-0422. Fax: (604) 594-9915.
Email: productinfo@garaventallift.com Web: www.garaventallift.com.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 BATTERY-POWERED STAIR LIFT FOR STRAIGHT STAIRWAYS

- A. Inclined Platform Lift: Garaventa Lift Stair-Lift Model X3 to serve one flight of straight stairs, with two landings and two stops. Lift consists of an extruded aluminum guide rail, a folding platform that is moved along the guide rail by an integrated rack and pinion drive system, overspeed safety system and call stations at each landing. Conform to the following design requirements:
1. Application:
 - a. Commercial – installed in an area open to the public
 2. Location:
 - a. Indoor.
 3. Platform Load Rating: 550 lbs. (250 kg).
 4. Travel Speed: 13 fpm (4 m/min) traveling up; 16 fpm (5 m/min) traveling down.
 5. Platform Deck: Surface shall be slip resistant with the following features:
 - a. Platform Size A: 31-1/2 inches (800 mm) wide by 48 inches (1220 mm) long (only available on commercial units, ADA-compliant)
 6. Platform Operation:
 - a. Automatic Fold: Folded and unfolded electrically from the call station.
 - b. Emergency Manual Fold: When left in the open position, platform may be manually folded and retained in the closed position.
 7. Under Platform Obstruction Sensing:
 - a. Provide under-platform sensing device to stop platform from traveling in the downward direction when encountering 4 lb/f (20 N) of pressure.
 - b. Platform is permitted to travel in the opposite direction of the obstruction to allow clearing.
 8. Passenger Curved Safety Arms:
 - a. Platform equipped with retractable passenger restraining arms.
 - b. Arms stop moving when an obstruction causing 4 lb/f (20 N) of pressure is encountered and immediately retract when signal is removed.
 - c. Arms folded and unfolded electrically from the call stations or platform controls.
 - d. Provide with means to manually unlock and open the restraining arms for passenger emergency evacuation.
 - e. Top of arms mounted 37-3/8 inches (948 mm) above platform deck. When in guarding position arms are located above the perimeter of the platform.
 - f. Gaps between ends of the arms shall not exceed 4 inches (100 mm).
 9. Boarding Ramps:
 - a. Provide boarding sides of platform with retractable ramps positioned for travel at a height of 6 inches (150 mm) measured vertically above platform deck.
 - b. Ramps lock in guarding positions during travel. When platform is at the landing, only the retractable ramp servicing the landing shall be operable.
 - c. Ramps folded and unfolded electrically.
 - d. Retractable ramps, in the guarded position, shall withstand a force of 125 lb/f (550 N) applied on any 4 inches (100 mm) by 4 inches (100 mm) area. This force shall not cause the height of the ramp, at any

point in its length, to be less than 6 inches (150 mm) measured vertically above the platform deck.

- e. Provide a means to manually unlock the ramps for emergency evacuation when platform is located at landing.
- f. Provide with a bi-directional obstruction sensitive device on the travel direction end of the platform to stop the lift when 4 lb/f (20 N) of pressure is encountered from either inside or outside of the platform. Platform is permitted to travel in the opposite direction of obstruction to allow clearing.

10. Platform Kick Plate:

- a. Provide on the non-boarding and non-guide rail side of the platform a kick plate of not less 6 inches (150 mm) in height, measured vertically from the platform deck.

11. Controls:

- a. Controls: 24 VDC Low Voltage type.
- b. Platform equipped with emergency stop switch located within reach of passenger. Emergency stop button shall cause electric power to be removed from the drive system stopping lift immediately.
- c. Platform operating controls shall be two separate 1-1/2-inch (36 mm) diameter round illuminated continuous pressure buttons with directional arrows, and an emergency stop switch mounted on the front surface of the platform control panel.
- d. When the platform arrives at landing and the user releases the directional control button, the user manually raises the arm on the entry side of the platform thus lowering the platform ramp.
- e. When the platform arrives at landing and the user releases the directional control button, the arm on the entry side of the platform is automatically raised and the corresponding platform ramp is simultaneously lowered (automatic platforms only).
- f. Platform control panel includes a receptacle for an optional plug-in attendant hand-held pendant control.
- g. Allow the platform to be called to the opposite landing in the folded position.

12. Attendant Hand-Held Pendant Control: Provide plug-in remote pendant control for attendant operation.

13. Platform on-Board Emergency Alarm: Provide platform with an on-board alarm that sounds when emergency stop button is pushed. The alarm shall have a battery back-up so that it will continue to function if lift power is lost.

B. Drive and Guide Rail System:

1. Operation:

- a. Motor: 24 Volt PMDC motor with IP54 protection.
- b. Power requirements: 2 x12 VDC batteries located behind conveyance. Equipped with "out of charging station" alarm
- c. Charger: 120 VAC single phase, 50 Hz. On a dedicated circuit, providing 2 amp charging current to unit.
- d. Power Transmission: Worm gear reduction to a pinion moving on a fixed gear rack.
- e. Provide a frequency inverter to smoothly start and stop the platform motion.

- f. Locate drive carriage and associated control devices within the platform conveyance.
 - g. Provide an upper final limit switch to stop the lift in the event of a failure of the primary limit switch.
 - h. Equip drive system with an hour counter.
- 2. Guide Rail System:
 - a. Two-part guide rail system consisting of:
 - 1) Main Upper Rail: Aluminum extrusion weighing 8 lb/ft (11.9 kg/m) with integrally mounted zinc plated gear rack.
 - 2) Lower Rail: 1-1/2 inches (38 mm) by 2-1/2 inches (64 mm) aluminum extrusion.
 - b. Rail Mounting:
 - 1) Direct Mount Solid Walls: Rails directly mounted to the stairway wall.
 - c. Provide a mechanical stop at the upper landing to prevent over-travel of the drive carriage in the event of a switch failure.
- 3. Provide overspeed governor and brake on upper carriage drive, containing mechanical overspeed sensor and lock, with electrical drive cut-out protection.
- 4. Provide with manual handwheel for emergency operation.
- 5. Provide platform with folding seat.
- C. Call Stations:
 - 1. Provide wireless call stations at both landings.
 - 2. Call stations shall be provided with directional control buttons for call and send.
 - 3. A one-touch control system shall be used to automatically fold/unfold the platform, boarding ramps and passenger safety arms.
- D. Finish:
 - 1. Design and fabricate lift to manufacturer's standard design for indoor and outdoor locations.
 - a. Extruded aluminum rails and ramps to be powder coated semi matte Silver Moon. Components shall be powder coated as follows:
 - 1) Semi matte Silver Moon powder finish.
 - b. Electrical printed circuit boards and control transformers to be treated with a conformal coating for resistance to ambient moisture.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify required supports are correct.
- C. Verify electrical rough-in is at correct locations.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install platform lifts in accordance with in compliance with regulatory requirements specified and the manufacturer's instructions.
- B. Install system components and connect to building utilities.
- C. Accommodate equipment in space indicated.
- D. Startup equipment in accordance with manufacturer's instructions.
- E. Adjust for smooth operation.

3.4 FIELD QUALITY CONTROL

- A. Perform tests in compliance with regulatory requirements specified and as required by authorities having jurisdiction.
- B. Schedule tests with agencies and Architect, Owner, and Contractor present.

3.5 PROTECTION

- A. Protection of Installed lift is the responsibility of the General Contractor.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 260511 - ELECTRICAL GENERAL AND WORK IN EXISTING FACILITIES

PART 1 – GENERAL

1.1 GENERAL

- A. All work shall conform to the latest editions of the National Electrical Code (NEC) [National Fire Protection Association (NFPA) 70], the Standard for Electrical Safety in the Workplace (NFPA 70E), the Life-Safety Code (NFPA 101), the International Building Code, the Americans with Disabilities Act, and all other applicable federal, state, and local codes and regulations.
- B. All work shall be performed in strict compliance with NFPA 70E. Submission of bid shall stand as an agreement by the Contractor to indemnify and hold harmless the Engineer and Owner from all liability related to damage and/or injury to personnel and equipment during the installation of the project.
- C. The contract documents are schematic in nature and are intended to convey the intent of the electrical work to be performed on this project. Provide all material, labor, equipment, etc., necessary to provide complete and operable electrical systems.
- D. The General Conditions, Supplementary Conditions, General Requirements, Information to Bidders, and all other parts of this set of Contract Documents are hereby adopted and are applicable to the Electrical Contractor.

1.2 SCOPE OF WORK

- A. Visit site prior to bid. Devise a plan for installation of complete and operable electrical systems meeting the requirements and intent of the Contract Documents. Submission of Bid stands as evidence that the Contractor accepts the Contract Documents as sufficient and complete for the work to be performed. Notify the engineer at least two weeks prior to bid of any discrepancies between the Contract Documents and actual field conditions. No change orders will be granted due to existing conditions that could have been observed during a site visit.
- B. Provide temporary power and lighting during construction. Coordinate with the General Contractor for the exact requirements.
- C. Electrical switchgear and panelboard layouts are based on sizes of Square D equipment. Equipment manufactured by General Electric, Siemens, and Cutler Hammer are equally acceptable. However, the Electrical Contractor is responsible for selecting and furnishing gear that will fit in the spaces provided and shall be responsible for arranging the gear to meet the required code clearances. Regardless of the manufacturer, the Electrical Contractor shall provide a drawn-to-scale electrical layout with the equipment brochures for all rooms in which panelboards, motor control centers, switchboards, or switchgear are placed. The drawings shall include the work of all other trades including mechanical system piping, ductwork, sprinkler piping, etc. No conduits shall be installed until layouts have been approved.
- D. Locate junction boxes, pull boxes, disconnects, and other equipment requiring access in such a manner that they are accessible at the end of construction. Notify the Architect where it is impossible to plan conduit routing or equipment placement in such a manner, and provide the necessary access panels in the ceiling or wall as required. The access panel type and style shall be subject to the Architect's approval. Employ a painter to provide the appropriate coatings as directed by the Architect.

- E. Relocate, or recircuit, all electrical equipment, conduit, and circuitry conflicting with or obstructing work on this project. Where the electrical systems are owned by other entities, pay them to relocate, or recircuit, their facilities.
- F. Arrange for connection of service to all electrical systems by the appropriate utility company. Coordinate completely with all utility company requirements even if they are different than the contract documents. If utility company requirements are different from the contract documents, notify the engineer at least ten days prior to bid. Pay all utility company charges necessary for installation and connection of service. **No change orders will be granted for utility company connection fees.**
- G. Provide all necessary equipment, raceway, circuitry, fittings, lugs, terminations, labor, etc. and connect to all equipment and appliances requiring electrical connections furnished herein, by the Owner, or by other Contractors. Prior to ordering electrical equipment and roughing in for equipment furnished by the Owner or other Contractors, verify all connection types, connection locations, connection heights, voltages, number of phases, conductor sizes, disconnecting means, breaker sizes, etc. Furnish the proper electrical equipment for the equipment actually being supplied.

1.3 WORK IN EXISTING FACILITIES

- A. All work shall be scheduled and coordinated through the General Contractor with the Owner. Provide necessary costs for all work during both normal and premium work hours in bid.
- B. Provide continuous uninterrupted power to all existing facilities to remain during the entire construction process. Any required power outages must be scheduled and approved by the Owner in writing at least three days prior to the outage.

1.4 SCOPE OF WORK IN EXISTING FACILITIES

- A. Prior to beginning work, survey existing electrical systems. Document, in writing, signed by the Owner any portions of existing systems that are not operating properly before construction begins. Any electrical systems found inoperable at the end of the construction process that has not been so documented shall be repaired at the end of construction.
- B. Remove electrical equipment in areas being demolished and electrical equipment feeding other equipment being demolished. Remove raceways and circuitry back to the panel of origination. Where raceways are installed in inaccessible areas, remove conductors back to the panel of origination. Where circuits are not being completely demolished, remove conductors back to a junction box or other connection point outside of the renovated area and recircuit existing electrical equipment that is to remain as required. Where necessary, completely refeed existing electrical equipment that is to remain. It is the intent of this specification that all existing equipment to remain be left completely operable at the end of the construction process.
- C. Survey existing panel board circuitry and provide new typewritten directories giving complete as-built circuitry information for all panelboards affected by the construction on this project.
- D. Where new circuit breakers are installed in existing equipment, the new circuit breakers shall be manufactured for installation in that equipment. The Amperes Interrupting Current (AIC) Rating shall equal the AIC rating of the existing equipment. A breaker with a lower AIC rating may be used if the contractor provides calculations showing that the breaker rating is sufficient to handle the available fault current. Submit these calculations for approval prior to ordering the breaker. An AIC rating on an existing breaker in the panelboard or switchboard does not demonstrate sufficient proof that the available fault current is less than that breaker's AIC rating.

1.5 SUBMITTALS AND SHOP DRAWINGS

- A. Within 30 days after award of Contract and prior to beginning work, provide six bound copies of manufacturers' cut sheets containing information concerning each article of electrical equipment to be furnished on this project. These cut sheets shall contain sufficient information to prove compliance with the contract documents. Information addressing the requirements of the contract documents shall be highlighted. Each bound set shall bear the stamp of the Electrical Contractor as well as the General Contractor.
- B. Within 30 days after award of Contract and prior to beginning work, provide six sets of full size shop drawings showing exact equipment locations with all equipment drawn to scale. Show all raceways with their junction boxes and pull boxes. Show all connection types, locations, and heights to equipment. Provide mounting and support details for all raceways and equipment. Coordinate with all other trades to ensure that there are no conflicts between systems. Each set of shop drawings shall bear the stamp of the Electrical Contractor, the General Contractor, and all Project Sub-Contractors. Failure to submit these Shop Drawings will render the Electrical Contractor responsible for resolving all conflicts between trades at his own expense.
- C. Submittals and Shop Drawings are reviewed to determine quality of materials. Approval of submittals and shop drawings does not relieve the Contractor of meeting the requirements and intent of the Contract Documents.
- D. Outlet, light fixture, and device locations are shown in their approximate locations on the drawings. Coordinate with Architectural drawings to get final locations. Mount all electrical outlets shown at counters such that the bottom of the box is two inches above the backsplash or six inches above a counter with no backsplash. The Owner reserves the right to relocate outlets, light fixtures, and devices a distance not to exceed twenty feet prior to the installation of outlet boxes.

PART 2 - PRODUCTS

- 2.1 All electrical equipment and materials shall be new. All equipment and materials shall be stored on the job site in weatherproof enclosures. Electronic equipment shall be stored in facilities where the temperature and humidity are controlled. In addition, comply completely with all manufacturers' requirements for storage and handling.
- 2.2 All equipment shall be UL listed for the application in which it is used and shall be labeled as evidence of its UL listing.
- 2.3 Each circuit breaker supplying a multiwire branch circuit shall be installed with a manufacturer supplied handle tie to simultaneously disconnect all ungrounded conductors. Each multi-wire branch circuit shall comply with NEC article 210.4.
- 2.4 Products shall be selected to maintain or improve the aesthetics of the facility. Gain approval of the Architect or Engineer prior to ordering or installing any electrical equipment or raceway.

PART 3 – EXECUTION

3.1 WORKMANSHIP

All work shall be performed with an emphasis on neatness. The Engineer, Architect, and Owner retain the right to reject work that is, in their judgment, unsatisfactory.

3.2 EXPERIENCE

The Contractor shall have completed at least two jobs of similar size and scope within the past five years. The Engineer reserves the right to reject Contractors based on their inability to submit evidence of their experience, or based on experience with the Contractor on previous projects.

3.3 PERMITS

Obtain and pay for all permits required for work.

3.4 FIREPROOFING

- A. Fireproof all penetrations through firewalls with a fireproofing compound listed to maintain the rating of the wall through which the raceway passes.
- B. The fire-stopping caulk shall be a one-part, intumescent, latex elastomer. The caulk shall be capable of expanding a minimum of 3 times at 1000°F. The material shall be thixotropic and be applicable to overhead, vertical and horizontal fire-stops. The caulk shall be listed by independent test agencies such as UL or FM and be tested to, and pass the criteria of, ASTM E 814 Fire Test, tested under positive pressure. It shall comply with the requirements of the NEC (NFPA-70), BOCA, ICBO, SBCCI and NFPA Code 101. Fire-stopping caulk shall be paintable, but shall be non-hardening. Fire-stopping caulk shall be 3M Fire barrier CP or approved equal.
- C. The fireproofing materials shall be installed by individuals certified to perform such work. Submit evidence of personnel certifications with electrical equipment brochures.
- D. Where cable trays are shown crossing firewalls, terminate the cable tray on each side of the wall and run the conductors through conduits installed in the wall. Fireproof around the conductors after installation.
- E. Provide mineral wool packing and all other materials recommended by the manufacturer for a complete installation.

3.5 FLASHING

Provide all necessary equipment and flash all roof penetrations in such a manner to ensure that all penetrations are completely sealed and all roof warranties remain in effect. Where there are no roof warranties, the Electrical Contractor shall guarantee the electrical penetrations against leaking for a period of one year from project completion. Employ a professional roofing contractor to perform all flashing.

3.6 PROTECTION

- A. Keep energized equipment covered during all phases of construction. Use enclosures, doors, covers, etc., to ensure that neither personnel nor machinery contact live electrical equipment.
- B. Replace electrical equipment that is damaged during construction.

3.7 DAMAGED FACILITIES

- A. Locate all existing site equipment and utilities prior to beginning construction. Repair all equipment and utilities damaged during construction, or pay for the repair of the equipment and utilities where required by the Owner of the damaged facilities.

- B. Coordinate the routing of all circuits and the locations of all devices with the Architect or Engineer and the Owner. Shop drawings shall describe completely the locations and elevations of all raceways, boxes, fittings, and equipment.

3.8 EXCAVATION AND BACKFILL

- A. Excavate in such a manner as to minimize erosion of the soil. Backfill trenches around conduits with fine sand that is free of rocks, clods, and debris. Fill sand a minimum of 4" over conduits. Backfill the rest of the trench in six inch increments, wetted, and tamped. Final compaction shall be a minimum of 95% of that of the adjacent earth. Resurface the grade with the same material as that excavated from the grade whether it be paving, concrete, sod, etc. Repair work shall be comparable to the quality of the original site prior to excavation.
- B. Provide a 3" wide plastic labeled marker tape 12" below grade over all electrical conduits buried underground. Tapes for power circuits shall have a warning such as "Caution: Buried Electrical Line Below." Labels on tapes for telephone, data, cable television, and other facilities shall adequately describe the line over which they are buried.
- C. Provide a #12 AWG wire in each buried conduit run labeled accordingly on each end.

3.9 IDENTIFICATION

- A. Label all switchboards, panel boards, motor starters, disconnects, and motor control centers furnished under Division 26, 27, and 28 and other divisions of this contract with engraved rigid plastic nameplates having letters at least ¼ inch high. Nameplates shall be bolted to the enclosure. All labels shall indicate the voltage, number of phases, the AIC rating, and the panelboard and circuit number from which the device is fed.
- B. All circuit breakers in Switchboards, Motor Control Centers, Square D I-Line, and similar panel boards shall be labeled with plastic nameplates (as described in Part A) providing the name of the load served and the ampacity and number of poles of the breaker.
- C. All Square D NQOD, NF and similar panel boards shall have typewritten circuit directories.
- D. Label all conductors at all junction boxes, pull boxes, and terminations with typewritten adhesive markers indicating the panel board or switchboard name and circuit number of the conductor. Labels shall be Brady Datab or approved equal.
- E. Label all junction boxes and pull boxes with stenciled painted letters containing the name of the panel board and circuit numbers of the circuits contained within. Use black paint for normal circuits, red paint for emergency circuits, and orange paint for fire alarm circuits. The Contractor may select other colors for junction boxes and pull boxes for auxiliary systems.
- F. Label all conduits in the most likely direction of access and view every 50' and on both ends of each bend with stenciled painted letters containing the name of the panel board and circuit numbers of the circuits contained within. Use black paint for normal circuits, red paint for emergency circuits, and orange paint for fire alarm circuits. The Contractor may select other colors for conduits for auxiliary systems.

3.10 AS-BUILT DRAWINGS

Maintain one set of drawings during construction for as-built markings. Mark these drawings in red to indicate field changes. Provide these drawings to the Engineer at the end of the

construction process. Where required under the General Conditions, Special Conditions, or other portions of this contract, provide revised computer drawn as-built drawings to the Engineer at the end of construction.

3.11 TESTING

- A. Test all systems, or pay testing agencies as required, for compliance with the requirements of all regulatory agencies.
- B. Test the electrical power service ground using a Biddle Three-Terminal Ground Resistance Tester, or approved equal. Grounds shall meet the requirements of the NEC, or of Specification 26 05 26, whichever is more stringent. Test grounds only when the earth is dry. Provide additional ground rods as necessary to achieve the required results.
- C. Prior to making final equipment connections, test all service, feeder, and branch circuit conductors for continuity, phase-to-phase faults, and phase-to-ground faults using a Megger BM100 or approved equal test instrument generating 500 Vdc. Insulation resistance shall be a minimum of 500,000 Ohms between any conductor and ground and 1,000,000 Ohms between any two conductors.
- D. Test other systems as required in their respective specifications.
- E. Provide three bound copies of all test results to the Engineer at the end of the construction process. No Recommendation of Substantial Completion will be granted until all testing reports have been submitted.

3.12 WARRANTY

Provide the Owner a written guarantee to repair, or replace, all faulty equipment and systems for a period of one year from date of Substantial Completion. During this one-year period, a representative of the Contractor shall be on the site actively working on the repairs within 24 hours of the Owner's telephone call. During this period of time, the Owner shall not be charged for any repair work or expenses related with the repair work unless the Contractor can prove that the Owner has damaged the equipment or system.

END OF SECTION

SECTION 260520 – LOW-VOLTAGE POWER CONDUCTORS AND CABLES

PART 1 – GENERAL

- 1.1 Provide all circuitry, terminations, splices, connectors, lugs, and other equipment necessary for connection of all equipment requiring electrical connections.
- 1.2 METAL CLAD CABLE.
 - A. Provide all circuitry, terminations, splices, connectors, lugs, and other equipment necessary for connection of metal clad cable where used on this project.
 - B. Metal Clad (MC) Cable may only be used where new electrical devices are being installed in existing hollow walls. All other circuitry shall be in conduit per Specification 260533.
 - C. Provide a junction box in the accessible ceiling above the location of the new outlet. Provide a hole in the wall above the accessible ceiling. At the proper outlet height, cut out a hole in the wall for the use of an after-construction box. Run MC Cable down the wall to the junction box in the crawlspace, and connect it to the after-construction box before installing the box in the wall.
 - D. Each MC cable shall be furnished with a green insulated copper ground wire that is not shown by tic marks on the drawings.

PART 2 – PRODUCTS

- 2.1 CONDUCTORS
 - A. All electrical conductors shall be soft-drawn annealed copper having 98% conductivity and an insulation rating of 600V.
 - B. Conductors shall be UL listed for installation in the raceway in which they are to be installed.
 - C. Conductors shall be rated 90 degrees C for use in residential, commercial, industrial, and institutional facilities, and shall be listed as 105 degrees C appliance wire. Conductors shall be listed under UL 83, UL 1063, and UL 758. If XLP or EPR insulation is used, conductors shall be listed under UL 44 and NEMA WC7.
 - D. Conductors used for branch circuits, feeders, auxiliary systems, and controls run in dry locations shall have PVC insulation and a Nylon outer jacket. They shall be THHN/THWN or XHHW-2.
 - E. Conductors used for branch circuits, feeders, auxiliary systems, and controls run in wet locations shall have XLP or EPR insulation and be type XHHW-2.
 - F. Conductors used for services shall be type SE for aerial services or type USE-2 for underground services.
 - G. Sizes #10 and #12 shall be solid conductors except where used for controls. All controls conductors shall be stranded.

- H. Use minimum #14 AWG conductors for controls and auxiliary circuits. Use larger conductors as required to compensate for voltage drops exceeding 3% of the system voltage.
- I. Conductors shall be furnished in the colors described below unless local ordinances require different colors. Conductors #8 and smaller shall be furnished with colored insulation; conductors larger than #8 shall be taped with the appropriately colored tape for a length of at least 2" at each panelboard, junction box, pull box, load, or other exposed location. Ground conductors shall be taped green for their entire exposed length.

System Voltage	208Y/120V, 3-Phase, 4-Wire	120/240V, 3-Phase, 4-Wire	480Y/277V, 3-Phase, 4-Wire
Phase A	Black	Black	Brown
Phase B	Red	Orange	Orange
Phase C	Blue	Blue	Yellow
Neutral	White	White	Gray
Ground	Green	Green	Green

2.1 METAL CLAD CABLE

- A. Shall be UL listed as type MC. It shall meet the requirements of UL 1569. It shall also be constructed in accordance with NEC 334 C.
- B. Fittings shall be manufactured and UL listed for the application in which they are used.
- C. MC cable shall have an interlocked armor made of aluminum alloy or galvanized steel.
- D. All electrical conductors shall be soft-drawn annealed copper having 98% conductivity and an insulation rating of 600V.
- E. Conductors shall have PVC insulation and a Nylon outer jacket. They shall be THHN/THWN or XHHW-2.
- F. Sizes #10 and #12 shall be solid conductors. Other conductors shall be stranded.
- G. Conductors shall be furnished in the colors described below unless local ordinances require different colors. Conductors #8 and smaller shall be furnished with colored insulation; conductors larger than #8 shall be taped with the appropriately colored tape for a length of at least 2" at each panelboard, junction box, pull box, load, or other exposed location. Ground conductors shall be taped green for their entire exposed length.

System Voltage	208Y/120V, 3-Phase, 4-Wire	120/240V, 3-Phase, 4-Wire	480Y/277V, 3-Phase, 4-Wire
Phase A	Black	Black	Brown
Phase B	Red	Orange	Orange
Phase C	Blue	Blue	Yellow
Neutral	White	White	White
Ground	Green	Green	Green

PART 3 – EXECUTION

3.1 CONDUCTORS

- A. Install conductors carefully using a minimum of two tradesmen – one feeding the conductors into the conduit, and the other pulling the conductors into the conduit.
- B. **Each branch circuit and multiwire branch circuit shall be run with its own neutral conductor complying with NEC article 200.4.**
- C. Join stranded conductors with appropriate mechanical or compression lugs. Wire nuts may be used for solid conductors only.
- D. Splices shall only be made in approved enclosures. Splices shall not be pulled inside conduits.
- E. Provide cable supports and strain relief connectors as required by the NEC.
- F. Furnish junction boxes, pull boxes, handholes, manholes, etc. as required to ensure that the maximum number of bends allowed by the NEC are not exceeded and to ensure that the cables are not damaged during installation.

3.2 METAL CLAD CABLE EXECUTION

- A. Install MC Cable per the requirements of NEC 334 B.
- B. Join stranded conductors with appropriate mechanical or compression lugs. Wire nuts may be used for solid conductors only.
- C. Provide cable supports as required by the NEC.
- D. Furnish junction boxes, pull boxes, handholes, manholes, etc. as required to ensure that the maximum number of bends allowed by the NEC are not exceeded and to ensure that the cables are not damaged during installation. Do not enclose junction boxes in areas that will be inaccessible at the end of construction.
- E. MC Cable shall be run complete between junction boxes or outlet boxes. Splices are not allowed.

END OF SECTION

SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.1 GENERAL

Ground all equipment, systems, structures, etc., per the latest edition of the National Electrical Code (NEC).

PART 2 – PRODUCTS

- 2.1 Use mechanical bolted connections in dry locations that are accessible.
- 2.2 Use exothermic welds in wet locations and locations that will be inaccessible at the end of construction.
- 2.3 Ground rods shall be UL listed 3/4" x 10' copper-clad steel ground rods with a minimum copper cladding thickness of 10 mils.

PART 3 – EXECUTION

- 3.1 Ground rods shall be installed with their tops no less than 6" below grade.
- 3.2 Bond ground connections to metal raceways at each end of the conduit run. Provide grounding bushings where required by the NEC. Where cable trays are used, bond the ground conductor to each section and fitting of the tray.
- 3.3 Provide all circuits with an equipment grounding conductor sized per the NEC, or as shown on the drawings. Circuitry shown on drawings does not include the required equipment grounding conductor. Where multiple circuits are run with a common neutral, only one equipment grounding conductor is needed. The equipment grounding conductor shall be furnished with green insulation for conductors #8 AWG and smaller; where larger than #8, the equipment grounding conductor shall be taped green for its entire exposed length.
- 3.4 The grounding electrode conductor(s) shall be bare or shall be colored green for its entire exposed length.
- 3.5 Individual ground conductors shall be installed in PVC conduit sized per the NEC.
- 3.6 Provide receptacles, luminaires, and other devices with a green conductor that bonds the receptacle grounding screw or pigtail, the outlet box grounding screw, and the equipment grounding conductor together.
- 3.7 In health care facilities, where two or more different panel boards serve the same patient-care area, an 8 AWG insulated continuous copper conductor shall bond these different panel boards together.
- 3.8 Telephone, cable television, and other auxiliary systems shall be bonded to the electrical building service ground using a conductor no smaller than #6 AWG.

END OF SECTION

SECTION 260533 – RACEWAYS, OUTLET BOXES AND JUNCTION BOXES FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.1 GENERAL

- A. All electrical systems circuitry shall be contained in raceways unless expressly listed in the specification for that system.
- B. Outlet Boxes and Junction Boxes
 - 1. Furnish and install all outlet boxes and junction boxes in accordance with this specification and the requirements of the NEC.
 - 2. Provide outlet boxes for all switches, receptacles, luminaires, telephone jacks, cable jacks, and other devices furnished in this Contract. Provide all necessary hardware including, but not limited to, additional structural support, support brackets, screws, bolts, fixture studs, etc.
 - 3. Outlet boxes and junction boxes in dry locations shall be galvanized stamped steel boxes sized per the latest edition of the National Electrical Code (NEC), but no less than 4" x 4" x 2 1/8" deep. The thickness of the steel shall be in compliance with the requirements of the NEC. Provide stamped steel covers for all junction boxes manufactured to fit the particular box on which it is used.
 - 4. Outlet boxes used in concrete and masonry walls and ceilings shall be of the concrete type manufactured for such applications.
 - 5. Outlet boxes and junction boxes in wet locations shall be of cast metal construction with gasketed waterproof covers. All conduit connections to the boxes shall be made watertight.
 - 6. Wall outlet boxes shall be 4" x 4" x 2 1/8", or larger as required, with plaster rings provided for final flush installation. Plaster rings shall have single-gang openings unless the equipment mounted inside requires two-gang installation.
 - 7. Floor boxes in slabs on grade shall be deep rectangular, cast iron, fully adjustable boxes with brass rings. Covers shall be made of brass and shall provide flip top access to the power or data jacks inside. Screw-on covers are not acceptable unless a flip-top cover is unavailable for the device installed in the floor box. Provide the box sized as required for the number of devices shown installed. Boxes shall be as follows, or approved equal:
 - a. Single-Gang Boxes: Hubbell B2436
 - b. Single-Gang Cover Plates: Hubbell S3825
 - c. Double-Gang Boxes: Hubbell B4233
 - d. Double-Gang Cover Plates: Two Hubbell S3825 Cover Plates
 - e. Triple-Gang Boxes: Hubbell B4333
 - f. Triple-Gang Cover Plates: Three Hubbell S3825 Cover Plates
 - 8. In slabs above grade, use cast iron, semi-adjustable shallow boxes as follows, or approved equal:
 - a. Single-Gang Boxes: Hubbell B2414
 - b. Two-Gang Boxes: Hubbell B4214
 - c. Three-Gang Boxes: Hubbell B4314

9. Receptacles installed in floor boxes shall be as described in Specification 26 09 23, Switches and Receptacles. Data, Telephone, or Combination Data and Telephone Outlets shall consist of Category 5 rated RJ45 jacks mounted in a Hubbell DJOI strap for use under a S3825 flip top cover plate.
 10. In existing slabs above grade, use poke thru boxes as follows, or equal:
 - a. Hubbell System One
 11. Size all boxes per the requirements of the latest NEC.
- 1.2 SCOPE OF WORK
- A. Raceways
1. Provide all raceways, fittings, couplings, anchors, supports, hangers, etc. for complete raceway systems.
 2. Size all conduits per the requirements of the NEC; however, minimum conduit size shall be $\frac{3}{4}$ " nominal trade size.
 2. Use Schedule 40 polyvinyl chloride (PVC) conduit for circuits run underground and in slabs on grade level. Provide PVC-coated galvanized rigid steel elbows and PVC-coated galvanized rigid steel conduit for all vertical runs extending to a point at least 6" above grade. Galvanized Rigid steel conduit coated with two complete coats of asphaltum or bituminous paint may be used in lieu of PVC-coated galvanized rigid steel conduit.
 3. Use Galvanized Rigid Steel (GRS) conduit for all applications where circuits are run above ground exposed to the weather.
 4. Use Intermediate Metal Conduit (IMC) for all branch circuits, feeders, and auxiliary circuits requiring conduit 1 $\frac{1}{4}$ " nominal trade size or larger in dry locations.
 5. Use Electrical Metallic Tubing (EMT) for all branch circuits and feeders less than 1 $\frac{1}{4}$ " nominal trade size in dry locations and in slabs above grade level.

PART 2 – PRODUCTS

2.1 Products for Raceways

- A. PVC conduits, fittings, couplings, adapters, and accessories shall be UL listed and approved for use with 90 degree Celsius conductors. The UL label shall be affixed to each ten foot length of conduit and each fitting. Conduits shall comply with NEMA Specification TC-2 and UL 651. Fittings shall comply with NEMA TC-3 and UL 514b.
- B. PVC-coated conduits, fittings, couplings, adapters, and accessories shall be UL listed with PVC as the primary corrosion protection. They shall be hot dipped galvanized rigid steel conduit with threads electro-galvanized after cutting. The conduit shall meet UL 6. The fittings shall meet UL 514B. The PVC coating shall be uniformly applied to the interior and exterior of all conduit and fittings. The coating shall be nominally 2 mils thick. The PVC coating shall extend one pipe diameter or two inches, whichever is less, at every male fitting except unions to fit over the joining female connection. Couplings shall contain a series of longitudinal ribs, 40 mils in thickness, to

protect the coating from damage by tools during installation. PVC-coated conduits shall be ETL Verified PVC-001. Fittings shall be manufactured to the same standard. PVC-coated conduit shall be Robroy Plastibond or approved equal.

- C. GRS conduits, fittings, couplings, adapters, and accessories shall be UL listed. They shall be hot-dipped galvanized steel. They shall meet the safety standards of UL 6, and shall be manufactured to ANSI C80.1. Threads shall be hot galvanized after cutting.
 - D. IMC conduits, fittings, couplings, adapters, and accessories shall be UL listed. They shall be hot-galvanized steel. Fittings, couplings, adapters, and accessories shall be the same as those for GRS conduit described above. IMC shall meet UL 1242 and ANSI C80.6. Threads shall be hot galvanized after cutting. The inside of the conduit shall be finished with a corrosion-resistant coating.
 - E. EMT conduits, fittings, couplings, adapters, and accessories shall be UL listed. They shall be hot galvanized steel and shall be produced in accordance with UL 797 and ANSI C80.3. The inside shall be finished with a corrosion-resistant lubricating coating.
 - F. Conduit fittings used with EMT conduits may be set screw indenter type or compression type. All metallic fittings for IMC and Rigid conduit shall be compression type fittings.
 - G. Flexible metallic conduit shall be constructed of galvanized steel and shall be UL listed as compliant with UL 1 and UL 1479.
 - H. Liquidtight flexible conduit shall be constructed of galvanized steel and shall be coated with a PVC jacket to resist liquids, dirt, grease, and oils. All fittings shall be designed, constructed, and installed to maintain the integrity of the liquidtight connections. Liquidtight flexible conduit shall comply with UL 360.
- 2.2 ACCEPTABLE MANUFACTURERS FOR OUTLET BOXES AND JUNCTION BOXES.
- A. Outlet boxes and junction boxes shall be manufactured by Racor, Steel City, Crouse Hinds, or Appleton.

PART 3 – EXECUTION

3.1 CONDUIT EXECUTION

- A. Conduits run underground shall be buried no less than 24" deep. Services and primary conduits feeding transformers shall be buried no less than 48" deep.
- B. **Do not install conduits in or below ground floor slabs, except for service conduits, site lighting, and where specifically indicated on the drawings.**
- C. Do not install conduits within 6" of the deck where a screw down type roof system is utilized.
- D. PVC-coated conduits may be field-bent provided that manufacturer-approved tools are used. Individuals installing PVC-coated conduits shall be trained for installation by factory-certified trainers. Provide evidence of training with equipment brochures.
- E. Support and install all conduits per the latest edition of the National Electrical Code. Support groups of conduits with electrical strut supported by threaded rods anchored to the building

structure. Supports shall be designed to hold no less than twice the weight of the conduit and conductors to be supported plus an additional 250 pounds at midspan.

- F. All conduits shall be grouped and run parallel to each other and to building walls.
 - G. All conduits shall be assembled according to the manufacturer's instructions.
 - H. Conduits run underground shall be assembled to be watertight.
 - I. Cap all conduits during installation. Pull a mandrel sized for that conduit and a cleaning brush through each conduit before installation of any conductors.
 - J. Conduits that are obviously damaged and field bends that are obviously out of round shall be replaced.
 - K. Provide final connections to equipment with flexible metallic conduit. In wet or damp locations, use liquidtight flexible conduit. Flexible conduit shall not exceed 72".
 - L. Terminate conduits entering boxes with a locknut inside the box and a locknut outside the box. Provide protective bushings on all conduit threads. Use watertight hubs where conduit terminations are exposed to moisture.
 - M. Use grounding bushings on all feeder conduits, all underground conduits, and where required by the National Electrical Code.
 - N. Conduits shall be run no closer than 12" to hot water pipes.
 - O. Where conduits are run through the ceiling and are required to make connections to equipment within the room that is not located near a wall, support the conduit from the structural ceiling and provide a flange bolted to the floor. Install a tee conduit fitting in the vertical run of conduit, and make the connection to the equipment with a piece of flexible conduit extending from the tee conduit fitting to the equipment.
 - P. Provide expansion fittings where conduits cross building expansion joints. Provide grounding jumpers between the conduits.
 - Q. Provide EMT conduit sleeves where conduits pass through walls, floors, or footings sized a minimum of two nominal trade sizes larger than the conduit that must pass through the sleeve.
 - R. Equip all empty conduits with a pullwire or string capable of withstanding 200 pounds of pulling tension.
- 3.2 Execution for Outlet Boxes and Junction Boxes.
- A. All devices shall be flush mounted unless specific written permission is obtained from the Engineer for a particular device in a particular location.
 - B. Install outlet boxes in walls, and provide plaster rings such that wall finish contractor's finish is flush against the edge of the plaster ring. Workmanship will not be accepted where the hole in the wall shows behind the cover plate, or the wall finish is uneven or unpainted at the edge of the cover plate.

- C. Use round or square ceiling outlet boxes as required for the device being installed. The ceiling shall be finished flush against the box; the fixture shall completely cover the box and mount tight against the ceiling. Coordinate the requirements of the fixture prior to installing the box.
- D. Provide junction boxes, pull boxes, and conduit fittings where required by the NEC to limit the number of bends in the raceway, and where required to prevent damage to conductors due to long runs.
- E. Junction boxes and pull boxes installed in the ground outside shall be Quazite Composolite or approved equal. Mount the boxes over 24" of washed gravel fill. If splices are to be made inside the boxes, the boxes shall be of the type furnished with a bottom, and all conduit connections shall be watertight. In addition, all conductor splices shall be made watertight using an appropriate splice kit as manufactured by 3M, or an approved equal.

END OF SECTION

SECTION 260923 - SWITCHES AND RECEPTACLES

PART 1 – GENERAL

Furnish and install all switches and receptacles in accordance with this specification and the requirements of the NEC.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

Switches and receptacles shall be manufactured by Hubbell, Cooper Wiring Devices, Leviton, or Pass & Seymour.

2.2 GENERAL

- A. Switches and receptacles shall be specification grade. They shall have ampacity and voltage ratings suitable for the application in which they are used.
- B. Consult architect or engineer for device colors prior to ordering devices.
- C. Provide brushed stainless steel cover plates for all devices. A single cover plate shall cover all devices in one box.
- D. Light switches shall be 20 Ampere, 120-277V back-wired and side-wired toggle switches. They shall be rated up to 2 HP at 240V. Each switch shall be equipped with a grounding screw. Switches shall be Hubbell CSB series or approved equal.
- E. Duplex NEMA 5-20R receptacles shall be Hubbell HBL 5362A or approved equal.
- F. Duplex GFI NEMA 5-20R receptacles shall be Hubbell HBL GF5362A or approved equal.
- G. Weatherproof while-in-use cover plates shall be Teddico #34017-7 or approved equal. Cover plates shall be single gang, lockable, and constructed of heavy duty die cast metal.
- H. All 125V, 15 and 20 ampere receptacles installed in dwelling units shall be of the tamper-resistant type.
- I. All 15 and 20 ampere, 125 and 250V non-locking receptacles installed in wet or damp locations shall be listed as the weather-resistant type.
- J. Devices furnished in this Contract, but not listed above, shall be of the same standard of quality as those items listed.

PART 3 – EXECUTION

- 3.1 Flush mount all devices unless specific written permission is obtained from the Engineer for a particular device in a particular location.
- 3.2 Install all devices vertically unless the drawings specifically state that the particular device should be mounted horizontally.

3.3 Install receptacles with the ground slot up.

END OF SECTION

SECTION 262400 - PANELBOARDS

PART 1 – GENERAL

- 1.1 Furnish and install all panelboards, complete with their circuit breakers, phase buses, neutral buses, ground buses, structural supports, and other equipment necessary for complete systems.
- 1.2 The equipment vendor shall perform all calculations necessary and provide complete Arc Flash Labels as required by the National Electrical Cod (NEC) and the drawings. Note: The drawings typically require more detail than required by the NEC.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Panelboards shall be designed, manufactured, and tested to be in compliance with NEMA PB 1, UL 50, UL 67, UL 489, NFPA 70, and the ASTM.
- B. Circuit breakers shall be designed, manufactured, and tested to be in compliance with NEMA AB 1, UL 489, and Federal Specification W-C-375B/GEN.
- C. Panelboards shall be UL listed for service entrance where used for that purpose.
- D. Panelboard ampere interrupting current (AIC) ratings shall equal the lowest rated device in the panelboard. Provide panelboards with the AIC ratings shown on the Contract Drawings. Buses shall be braced to withstand the AIC rating shown on the drawings. Series ratings shall only be used where shown on the panelboard schedules.
- E. All panelboards shall be furnished with dead-front, door-in-door construction.
- F. Lug locations shall be determined during the creation of shop drawings for proper arrangement with the raceway system.
- G. Buses shall be constructed of 98% conductivity copper or equivalently rated aluminum.
- H. Panelboard enclosures shall be NEMA 1 when they are to be mounted indoors, and NEMA 3R when they are to be mounted outdoors. Provide special enclosures where shown on the Contract Drawings.

2.2 ACCEPTABLE MANUFACTURERS

Panelboards shall be manufactured by Siemens, Square D, General Electric, or Cutler Hammer.

2.3 PANELBOARD CLASSES

- A. Power distribution panelboards shall be available with mains and branch devices up to 1200 amperes. AIC ratings shall be available up to 200,000 Amperes. Power distribution panelboards shall be equipped with a nameplate containing the appropriate system voltage, number of wires, and number of phases for the system on which they are installed.
- B. In 480Vac and less applications where a main breaker not exceeding 600 Amperes is required, the AIC rating does not exceed 65,000 Amperes, and no branch breakers exceed 125Amperes, Square D NF and equivalent panelboards may be used.

- C. In 480Vac and less applications where a main breaker not exceeding 225 Amperes is required, the AIC rating does not exceed 14,000 Amperes, and no branch breakers exceed 100Amperes, Square D NEHB and equivalent panelboards may be used.
- D. In 240Vac and less applications where a main breaker not exceeding 400 Amperes or main lugs not exceeding 600 Amperes is required, the AIC rating does not exceed 22,000 Amperes, and no branch breakers exceed 125 Amperes, Square D NQOD and equivalent panelboards may be used.

2.4 CIRCUIT BREAKERS

- A. Circuit breakers shall be thermal magnetic, molded-case with quick-make, quick-break contact action. They shall have thermal and magnetic tripping elements on each pole. Breakers with multiple poles shall have common tripping of all poles. Circuit breaker ampere ratings shall be stamped on the handle. Interrupting ratings of the circuit breakers shall be equivalent to the specified AIC rating of the panelboard. Breakers handles shall reside in a position between "ON" and "OFF" after a trip condition. Breakers shall be rated HACR when used for heating, air-conditioning, and refrigeration; HID when used with High Intensity Discharge fixtures; and shall be rated SWD when used for switching duty.
- B. Circuit breaker sizes for motor loads are based on Square D recommendations for use of their breakers at the motor horsepowers listed on the mechanical drawings. If equipment is used other than Square D, adjust breaker sizes per the manufacturer's recommendations.
- C. Each circuit breaker supplying a multiwire branch circuit shall be installed with a manufacturer supplied handle tie to simultaneously disconnect all ungrounded conductors. Each multiwire branch circuit shall comply with NEC article 210.4.
- D. Circuit breakers with slash ratings, such as 120/240V or 480Y/277V, shall be used in solidly grounded systems where the nominal voltage of any conductor to ground does not exceed the lower of the two values of the breaker's voltage rating and the nominal voltage between any two conductors does not exceed the higher value of the circuit breaker's voltage rating.
- E. Circuit breakers with straight voltage ratings, such as 240V or 480V, shall be used in systems other than solidly grounded systems (Corner-Grounded Delta, Ungrounded, Impedance Grounded, etc.) where the nominal voltage between any two conductors does not exceed the circuit breaker's voltage rating. A two-pole circuit breaker shall not be used to protect a three-phase, Corner-Grounded Delta system unless the circuit breaker is marked 1 -3 .

PART 3 – EXECUTION

- 3.1 Install panelboards in complete compliance with all manufacturers' installation instructions.
- 3.2 Install conductors neatly in panelboards. Group and tie-wrap circuits that share a common neutral.
- 3.3 Number circuits exactly as shown on the contract drawings.

END OF SECTION

SECTION 265100 - LIGHTING

PART 1 – GENERAL

Provide all lighting fixtures (luminaires), lamps, end caps, connectors, fittings, structural support members, supports, brackets, etc., for a complete and operable lighting system.

PART 2 – PRODUCTS

2.1 LUMINAIRES

- A. Luminaires are shown in the Luminaire Schedule on the drawings to establish a standard of quality. Manufacturer's names and model numbers shall not be interpreted as a proprietary specification. Notify the engineer at least two weeks prior to bid if an equivalent for a fixture listed in the schedule is not readily available,
- B. Prior to submitting electrical equipment brochures for review and approval, coordinate with the General Contractor and verify that the fixtures are appropriate for the ceiling types in which they are shown to be installed. Also verify that ballast voltage on the submittals is appropriate for the electrical system on which the fixtures are to be installed (regardless of voltage listed in the part number in the Fixture Schedule). Submit with equipment brochures a certificate stating that these items of coordination have been completed.

2.2 LED

- A. LED fixtures shall be LM79 and LM80 tested. Color temperature shall be as specified on the drawings.
- B. Lumen outputs listed on the drawings are minimum requirements.
- C. Fixtures shall have a minimum 80CRI.

2.3 BATTERIES

- A. Emergency Batteries: Emergency batteries in fixtures shall consist of an automatic power failure device, a test switch, and a pilot light that is visible from outside of the fixture. They shall contain a fully automatic solid state charger in a self-contained power pack. The fixture shall be factory wired in a manner that will allow the emergency lamps to be switched while still maintaining charging power to the battery. Wiring Diagrams shall be furnished with the fixture showing switching connections. The battery shall be of the sealed electrolyte type with the capacity to provide power to the lamps provided for a minimum of 90 minutes.

The battery shall be able to operate unattended with no maintenance for a period of no less than five years. Emergency batteries shall be fully compatible with solid state ballasts. Battery packs shall be mounted inside the fixture unless remotely mounted ballasts are shown on the drawings.

2.4 SUPPORTS

- A. Provide all structural members necessary to support fixtures in locations shown on the contract drawings. Submit mounting and support details to the Architect or Engineer for approval with

the project shop drawings. Notify the General Contractor prior to bid of any structural work that will be required to support the fixtures.

- B. Provide hangers, cords, stems, etc., where required. Coordinate with the Architect or Engineer for proper stem lengths prior to ordering fixtures.
- C. Support the ceiling grid at all four corners of recessed light fixtures.
- D. Provide clips for fixtures installed in lay-in ceilings. Clips shall be equal to Erico Caddy clips # 515 or #515A.

PART 3 – EXECUTION

- 3.1 Raceways for lighting systems in accessible ceilings shall be run to junction boxes mounted in locations that do not interfere with the ceiling installation, the luminaire installation, or other building systems. Provide final connections to fixtures using conductors in flexible conduit. Flexible conduit whips shall not exceed six feet in length.
- 3.2 All recessed fixtures shall be mounted with their trims flush against the ceiling.
- 3.3 Comply completely with all manufacturers' installation instructions.
- 3.4 LED fixtures shall be warranted for 5 years after beneficial occupancy.

END OF SECTION