AIA® Document A101® – 2017

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

AGREEMENT made as of the 31st day of July in the year 2024
(In words, indicate day, month and year.)

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

The Barrington Condominium Association, Inc.
1200 Meadobrook Rd.
Jackson, MS 39206
601.981.7352

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

Century Construction Group, Inc.
705 Robert E. Lee Drive
Tupelo, MS 388011
662.844.3331

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

The Barrington Exterior Refinishing
1200 Meadowbrook Rd.
Jackson, MS 39206

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

Purser & Company, PA
160 McTytere Ave STE B
Jackson, MS 39202
601.506.9093

The Owner and Contractor agree as follows.

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

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

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

Init.
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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than two hundred and seventy (270) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million One Hundred Seventy-Two Thousand Eight Hundred Fifty-eight Dollars and Forty-nine Cents ($ 2,172,858.49), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Alternate #1 Corner Terrace Windows	$113,000.00
Alternate #3 First Floor Parking Repair	$39,000.00
Alternate #4 First Floor Extended Repair	$55,000.00

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

Item	Price
Allowance #1 EIFS Repair	$75,000.00
Allowance #2 Wood Window Repair	$90,000.00
Allowance #3 General Construction	$75,000.00

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

Item	Units and Limitations	Price per Unit ($0.00)
UP #1 Repair to EIFS	SQFT	$30.00
UP #2 Wood Window Repair	Per Window	$1,500.00
UP #3 Exterior Door Replacement	Per Door/Window	$2,325.00
UP #4 Fully Replace Owner Provided WD Window	Unit Per Window	$2,325.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$500 per day

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% of all costs

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Taxes, Bonds, & Insurances

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

At Owner's sole discretion, Retainage may be reduced to 2.5% after 70% of the work has been complete

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.
(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

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

§ 5.3 Interest

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

12 % Annually

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lee Greer
662.509.0376

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Dason Maloney
662.401.6452

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

§ 8.5 Insurance and Bonds

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

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

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

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

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
G-000 Cover Sheet G-001 Reference AC101 Architectural Site Layout AD101 Demolition Sheet A-001 Composite Lower Floor Plans A-101 Floor Plans A-102 Floor Plans A-201 Building Elevations A-211 Enlarged Elevations A-321 Wall Sections A-549 Unit Pricing Terrace Replacements RA201 New Elevation RA901 Existing Photos	The Barrington Exterior Refinishing Construction Documents	5/15/24

.6 Specifications

Section	Title	Date	Pages
Divisions 1-49	The Barrington Exterior Refinishing Specifications	5/15/24	155 Pages

.7 Addenda, if any:

Number	Date	Pages
Addenda #1	6/5/24	79
Addenda #2	6/18/24	336

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

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

(Table deleted)(Paragraphs deleted)

[ ] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

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

Exhibit B – Century Qualifications dated 7/29/24 and
Proposal for Building Envelope Consulting Services dated 7/27/24

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

OWNER *(Signature)*

James Todd Smith, President
(Printed name and title)

CONTRACTOR *(Signature)*

Dason Maloney President
(Printed name and title)

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Additions and Deletions Report for
AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:54:58 ET on 08/01/2024.

PAGE 1

AGREEMENT made as of the 31st day of July in the year 2024

...

The Barrington Condominium Association, Inc.
1200 Meadobrook Rd.
Jackson, MS 39206
601.981.7352

...

Century Construction Group, Inc.
705 Robert E. Lee Drive
Tupelo, MS 388011
662.844.3331

...

The Barrington Exterior Refinishing
1200 Meadowbrook Rd.
Jackson, MS 39206

...

Purser & Company, PA
160 McTytere Ave STE B
Jackson, MS 39202
601.506.9093

PAGE 2

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

PAGE 3

[X] Not later than two hundred and seventy (270) calendar days from the date of commencement of the Work.

...

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

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~~Portion of Work~~	~~Substantial Completion Date~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million One Hundred Seventy-Two Thousand Eight Hundred Fifty-eight Dollars and Forty-nine Cents ($ 2,172,858.49), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 Corner Terrace Windows	$113,000.00
Alternate #3 First Floor Parking Repair	$39,000.00
Alternate #4 First Floor Extended Repair	$55,000.00

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

~~Item~~	~~Price~~	~~Conditions for Acceptance~~

...

Allowance #1 EIFS Repair	$75,000.00
Allowance #2 Wood Window Repair	$90,000.00
Allowance #3 General Construction	$75,000.00

...

UP #1 Repair to EIFS	SQFT	$30.00
UP #2 Wood Window Repair	Per Window	$1,500.00
UP #3 Exterior Door Replacement	Per Door/Window Unit	$2,325.00
UP #4 Fully Replace Owner Provided WD Window	Per Window	$2,325.00

...

$500 per day

~~§ 4.6 Other:~~
~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~

PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the following

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month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

5% of all costs
PAGE 5

Taxes, Bonds, & Insurances

...

At Owner's sole discretion, Retainage may be reduced to 2.5% after 70% of the work has been complete

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

...

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

...

12 % Annually
PAGE 6

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

...

Lee Greer
662.509.0376

...

Dason Maloney
662.401.6452

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

~~**§ 8.7** Other provisions:~~

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.4 ~~Building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the ~~building information modeling exhibit~~ E203-2013 incorporated into this Agreement.)

...

G-000 Cover Sheet G-001 Reference AC101 Architectural Site Layout AD101 Demolition Sheet A-001 Composite Lower Floor Plans A-101 Floor Plans A-102 Floor Plans A-201 Building Elevations A-211 Enlarged Elevations A-321 Wall Sections A-549 Unit Pricing Terrace Replacements RA201 New Elevation RA901 Existing Photos	The Barrington Exterior Refinishing Construction Documents	5/15/24

...

Divisions 1-49	The Barrington Exterior Refinishing Specifications	5/15/24	155 Pages

...

Addenda #1	6/5/24	79
Addenda #2	6/18/24	336

...

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

~~[–] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

PAGE 8

Exhibit B – Century Qualifications dated 7/29/24 and
Proposal for Building Envelope Consulting Services dated 7/27/24

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James Hall Gilbert, President

Dason Maloney President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paul Purser, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:54:58 ET on 08/01/2024 under Order No. 2114533198 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

ARCHITECT

(Title)

AUGUST 1, 2024

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

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

The Barrington Exterior Refinishing
1200 Meadowbrook Rd, Jackson, MS 39206

THE OWNER:
(Name, legal status and address)

The Barrington Condominium Association, Inc.
1200 Meadowbrook Rd, Jackson, MS 39206

THE CONTRACTOR:
(Name, legal status and address)

Century Construction Group, Inc.
705 Robert E. Lee Drive, Tupelo, MS 38801

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General
(Paragraphs deleted)
Conditions

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars ($ 2,000,000.00) each occurrence, One Million Dollars ($ 1,000,000.00) general aggregate, and One Million Dollars ($ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

(Paragraphs deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions,

(Paragraphs deleted)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

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(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions

(Paragraphs deleted)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$2,172,858.49
Performance Bond	$2,172,858.49

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

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The Barrington Exterior Refinishing
1200 Meadowbrook Rd, Jackson, MS 39206

...

The Barrington Condominium Association, Inc.
1200 Meadowbrook Rd, Jackson, MS 39206

...

Century Construction Group, Inc.
705 Robert E. Lee Drive, Tupelo, MS 38801

PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General ~~Conditions, unless a different duration is stated below:~~
~~*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

Conditions

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars ($ 2,000,000.00) each occurrence, One Million Dollars ($ 1,000,000.00) general aggregate, and One Million Dollars ($ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

...

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§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~
~~*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

[X] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions ~~unless otherwise set forth below:~~
~~*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

...

[X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

...

Payment Bond	$2,172,858.49

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Performance Bond	$2,172,858.49

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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The Barrington Condominium Association, Inc.
1200 Meadobrook Rd.
Jackson, MS 39206
601.981.7352

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

Purser & Company, PA
160 McTytere Ave STE B
Jackson, MS 39202
601.506.9093

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

The Barrington Exterior Refinishing
1200 Meadowbrook Rd.
Jackson, MS 39206

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraphs deleted)
§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Nine Story Condominium Exterior Work

(Paragraphs deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Lee Greer
1200 Meadowbrook Rd, Jackson, MS 39206
662.509.0376

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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(List name, address, and other contact information.)

The Architectural Review Board for the Barrington

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

(Paragraphs deleted)

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

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.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;

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.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such 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 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Ten (10) visits to the site by the Architect during construction
.3 Five (5) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[x] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

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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).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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15,000.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

Three and a half percent (3.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At a rate of $150 per hour

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At a rate of $150 per hour

(Paragraphs deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Construction Documents Phase	Fifty-seven	percent (	57	%)
Construction Phase	Forty-three	percent (	43	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

$150 hourly

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Fourteen (14) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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(Paragraphs deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
James Todd Snodgrass, President	Paul Purser Architect
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B101® – 2017

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

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PAGE 1

The Barrington Condominium Association, Inc.
1200 Meadobrook Rd.
Jackson, MS 39206
601.981.7352

...

Purser & Company, PA
160 McTytere Ave STE B
Jackson, MS 39202
601.506.9093

...

The Barrington Exterior Refinishing
1200 Meadowbrook Rd.
Jackson, MS 39206

PAGE 2

~~§ 1.1.1 The Owner's program for the Project:~~
~~*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*~~

...

Nine Story Condominium Exterior Work

~~§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:~~
~~*(Provide total and, if known, a line item breakdown.)*~~

~~§ 1.1.4 The Owner's anticipated design and construction milestone dates:~~

~~.1 Design phase milestone dates, if any:~~

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Dr. Lee Greer
1200 Meadowbrook Rd, Jackson, MS 39206
662.509.0376
PAGE 3

The Architectural Review Board for the Barrington

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

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.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

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§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

...

~~§ 2.5.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

PAGE 4

~~§ 2.5.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

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§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided

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§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

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~~§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~
~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

~~§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~
~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

PAGE 11

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Ten (10) visits to the site by the Architect during construction
.3 Five (5) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

...

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§ 4.2.5 If the services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

[x] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 16

$10,000.00

PAGE 17

15,000.00

PAGE 18

~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

...

Three and a half percent (3.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3 Other~~
~~*(Describe the method of compensation)*~~

...

At a rate of $150 per hour

...

At a rate of $150 per hour

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:~~
~~*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
Construction Documents Phase	Fifty-seven	percent (	57	%)
~~Procurement Phase~~		~~percent (~~		~~%)~~
Construction Phase	Forty-three	percent (	43	%)

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$150 hourly

~~Employee or Category~~	~~Rate ($0.00)~~

...

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

~~§ 11.10.1 Initial Payments~~
~~§ 11.10.1.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Fourteen (14) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Five % 5
PAGE 20

~~ARTICLE 12 SPECIAL TERMS AND CONDITIONS~~
~~Special terms and conditions that modify this Agreement are as follows:~~
~~*(Include other terms and conditions applicable to this Agreement.)*~~

...

~~.2 Building Information Modeling Exhibit, if completed:~~

~~.3 Exhibits:~~
~~*(Check the appropriate box for any exhibits incorporated into this Agreement.)*~~

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

~~[ ] Other Exhibits incorporated into this Agreement:~~

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~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~.4 Other documents:~~

~~*(List other documents, if any, forming part of the Agreement.)*~~

...

Paul Purser Architect

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paul Purser, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:54:36 ET on 08/01/2024 under Order No. 2114534301 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

ARCHITECT

(Title)

AUGUST 1, 2024

(Dated)

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User Notes: (1484289904)

CENTURY construction

July 29, 2024

Exhibit B: Century Qualifications

Inclusions:

- Allowance 1 – EIFS Surface Finish Repair - $75,000
- Allowance 2 – Wood Window Repairs - $90,000
- Allowance 3 – Contingency - $75,000

Unit Prices / Not included in Base Bid Price

- #1 – Repair to EIFS surface finish. **$30.00 per square foot**.
- #2 – Repair to wood window structural members. Includes removal of up to 25% of existing wood windows if necessary for repair. If it is determined the window cannot be repaired for this amount it will be replaced per unit price #4 – **($1,500.00 each.)** Associated EIFS repair included.
- #3 - Replacement of exterior patio doors and upper floor windows with owner provided units. **($2,325.00 each.)** Associated EIFS repair included.
- #4 - Remove existing wood window and install a brand new, owner provided, aluminum clad wood window. **($2,325.00 each)** Associated EIFS repair included.

Qualifications

1. Weight load capacity for the parking garage is unknown. At this point it's undetermined if we can safely put a lift on the deck. – scaffolding will be the approach for access to the facade.
2. All windows and doors will be paid for by owner.
3. All windows and doors provided by owners must be submitted and reviewed by GC prior to order
4. All windows and doors provided by owners must be ordered all at one time to meet GC schedule
5. We have included an allowance of $15,000 for the modifications to the roof ladder and fabrication and installation of a custom round roof hatch.
6. Sheet AD101- General demo notes #3 & #4 do not apply as it refers to floor transitions, knock down
   frames and a finish schedule that is not included in the plans. It is excluded.
7. Handrails will be refinished in place. They will be sanded/scraped free of loose material, primed, and given 1 coat of paint.
8. A001 - General Parking Repair Notes 7 & 8 are included in alternate #2.
9. Proposal is based on the assumption that all EIFS repair, including repair required around door/window change outs/repairs, is to be covered by allowance #1 of $75,000. No other EIFS repair is included in the base bid or alternates.
10. All window repairs are by allowance #2 of $90,000. No other window repair is included in the

base bid or alternates.

11. No door or window replacement is included in the base bid. This scope is covered by unit price and allowance.
12. Interior finish repair will be limited to damage done removing/reinstalling new windows. Drywall touch up and paint is limited to within 12 inches of window frame. No interior repair from previous water damage has been included.
13. Sheet A321 – Reference General Detail Notes 1-9 and General Wall Section Notes 1-9. These notes do not apply to the scope of work and are excluded.
14. All windows are provided by the owner.
15. It is assumed that General Floor Plan Note #3 on A101 is covered under allowance #2.
16. Reference General Floor Plan Note #1 on A102. Coordination with tenants will be based on a mutually agreeable schedule of work.
17. All furnishings will be moved and protected by the homeowners. Including window treatments. Century will not be responsible for removing/reinstalling window blinds/treatments.
18. Reference Notes #1 & #2 under Energy Code Requirements on Sheet G001. We exclude these notes. An air barrier is not being installed.
19. Price is contingent on scaffolding 2 entire elevations at one time and having access to all units on those elevations during the period in which it is scaffolded. Any units not available during this period will require additional mobilization charges.
20. Work hours are assumed to be 6am – 6pm, Monday – Saturday. Century will take every reasonable effort to limit construction related impact to owner's activities, however owner agrees not to stop work, request work is moved to a different area, or request reduction in noise.
21. Specific note 09 24 23 007 on sheet A201 is assumed to be covered under the EIFS repair allowance.
22. Reference General Stucco Repair Note #4 on sheet A201. We have only included caulking openings where windows/doors are repaired or replaced.
23. Window and door testing will be performed according to AAMA 1105 standards. Water tests limited to new windows/doors only.
24. Mock-up is excluded.
25. All roof associated work is excluded.
26. Any plumbing, mechanical, or electrical work that may be required to execute our work is excluded and will be paid by the owner.

27. Thorough photographs and labeling at any wall that is opened and at all windows/doors replaced.
28. Construction office trailer not included
29. Century requires use of owner's power and water at no cost to Century
30. Century will provide a 1 year limited warranty; Limited to Workmanship; manufacturer material warranties are still valid
31. No wet glazing of windows is included
32. Century will maintain operability of windows that are currently operable; however cannot insure or warrant their water-tightness
33. Proof of financing required
34. Century will invoice for 10% of contract value for mobilization at execution of this agreement, however, Century shall not mobilize for the performance of Work before Sinergi's review of the plans and specs are completed, per Item 36 below, and subsequent changes, if any, are finally agreed by Century and Owner. In the event Century terminates this contract for convenience in accordance with Item 36 below, then Century's invoice for mobilization shall be deemed withdrawn and rescinded, and no monies shall be due from Owner.
35. The following order of precedence is to be followed regarding Project documentation with #1 taking precedence over #2 and so forth:
    1. Project Change Orders
    2. Exhibit B – Century Qualifications
    3. The Owner – Contractor A101 Agreement with Exhibit A – Insurance and Bonds and A201 General Conditions
    4. Plans
    5. Specifications
36. Century will retain Sinergi Consultants for this project. Sinergi's first task will be reviewing plans and specs and providing comments. Century requests the owner consider these comments and reserves the right to incorporate any changes into the contract documents if deemed critical to the integrity of the building envelope system. If the subsequent changes require an amendment to contract amount or time, Century will work with the owner to reach a mutually agreeable solution. In the event an agreement cannot be reached, Century reserves the right to terminate for convenience at no cost to either Century or Owner, except to the extent compensation may be due for Sinergi's services.

08/02/2024 | 8/5/24

Owner **Date** **Contractor** **Date**

sinergi
INTEGRATED BUILDING SCIENCES LLC

July 27, 2024

Proposal number: SP2407-08

Mr. Dason Maloney
Century Construction Group, Inc.
400 West Parkway Place, Suite 200
Ridgeland, MS 39157

SUBJECT: Proposal for Building Envelope Consulting Services, Barrington Condos - Jackson, MS

Dear Mr. Maloney,

Sinergi Integrated Building Sciences, LLC (SINERGI) is pleased to present this proposal to provide building envelope consulting services for the referenced project. SINERGI is a consulting firm specializing in building envelope consulting, including Total Building Commissioning and diagnostic services. SINERGI has developed a custom, clear, and concise process and set of tools to assist project owners, contractors and design teams with their building enclosure needs. We understand your need for a coordinated, timely effort to provide you with reliable consulting services for this project.

Presented below is our understanding of the project information, a proposed scope of services, schedule and fee.

Project Information

It is our understanding that the Project is an existing condominium building located in Jackson, Mississippi. The Project includes repairs to sections of the exterior building enclosure due to reported water intrusion issues in the past. The project Architect has generated drawings and details outlining a scope of work for these repairs. It is unknown whether a full investigation and assessment of the deficiencies in the exterior envelope has been conducted.

Scope of Services

SINERGI will provide Building Envelope Consulting services throughout the design and construction phases of the referenced project. The scope is to provide assistance, as outlined below, to the Client in the design and construction of the exterior wall and roof enclosing systems included in the project to maintain a water and air tight building envelope. The overall focus of the services will be on the four primary control layers of the exterior envelope: air, vapor, water, and thermal.

The detailed scope of work is listed below.

SINERGI Integrated Building Sciences, LLC P.O. Box 4297 Jackson, MS 39296 **T** 601.832.6369 plazzari@sinergiconsulting.com www.sinergiconsulting.com

A. Assessment of Current Issues

SINERGI will conduct a review on site of the reported water intrusion problems, as reported. This includes inspections of building enclosure elements and systems related to the issues. Diagnostic water penetration testing may be required

B. Design Documents Reviews

The intent of the Design Documents Review is to identify potential issues related to the exterior enclosure systems, and to make sure they are coordinated with one other and with other related systems to provide a water and air tight building enclosure:

- Complete a drawing review of the 100% construction documents (CD). The review will be focused on overall systems functionality, material performance, compatibility, system selection and their ability to meet water tightness criteria, and reviewing specific interface details between envelope system components. Document the reviews with a written report, redline drawings and sketches as necessary to illustrate recommendations
- Conduct a meeting/conference call to resolve the issues in the 100% CD review report.

C. Building Envelope Construction Coordination

Conduct a Building Envelope Review Meeting (BERM) with the General Contractor, Architect, product manufacturers, and Subcontractors related to the exterior wall scopes prior to commencing envelope work. The goal is to, with all key stakeholders in the same room, review and coordinate the installation process of the various elements that make up the exterior envelope. The following items will be discussed, reviewed and coordinated:

i) Sequencing of installation
ii) Material compatibility
iii) Scoping issues
iv) Shop drawings
v) Best installation practices
vi) Mock-up installation review
vii) Quality Control procedures

C. Submittal and Shop Drawing Review

- Review shop drawings for building exterior enclosure issues that impact the constructability, operability, maintainability, and sustainability of the individual material installation
- Review product submittals for compliance with project specifications and compatibility with adjacent building exterior enclosure components concurrent with the Design Team's review.
- A single review of each submittal is included. Additional reviews caused by incompleteness or omission of requested information are not included in this scope.

D. Construction Observations & General Support

- Observe the status of construction progress at defined milestones for specific and critical building envelope elements to verify compliance with the Construction Documents. SINERGI will perform five (5) site visits for observation during construction.

- Coordination of the timing of these building exterior enclosure system visits will involve the contractors, manufacturers, and consultants in relation to the project schedule and will depend on the critical nature of the exterior enclosure systems and scheduled testing
- Prepare written reports from the site visits, including Issues Logs
- Provide general support to the Client/Design/Construction teams with questions that may arise during construction

Fee

SINERGI will provide the services outlined above for a lump sum fee of $23,500

The fee includes all labor and travel time necessary to complete the proposed services, including travel related expenses. Any additional services beyond those listed in the Scope of Work that are requested by the Client must be authorized for a fixed fee agreed upon by both parties in writing before any such work shall be executed

Assumptions / Clarifications

- SINERGI would rely on the General Contractor for providing access to the building exterior and interior as necessary.
- Performance testing of final installation of building enclosure systems is excluded from this proposal
- The fee does not include the rental fee of any eventual boom lift that may be used during the initial inspection
- SINERGI carries General Liability and Professional Liability Insurance coverage. The coverage limits are $1 million per claim and $2 million aggregate.

We appreciate the opportunity to be of service to you and look forward to working with your team on this important project. Please let us know if you have any questions or comments concerning the above.

Respectfully Submitted,

SINERGI Integrated Building Sciences, LLC

Patrik Lazzari, BECx, LEED AP BD+C
Principal

APPENDIX A

Authorization

To authorize this proposal, please sign in the space provided below and return one signed copy of this proposal to us for our files. This proposal will govern the execution of our services. We can begin work upon receipt of an emailed copy of this signature page.

Authorized by: _____ Date: 8/7/24

Name (typed or printed): Dason Maloney

Address for invoicing (if different than addressee):

_____

_____

_____

_____

END OF PROPOSAL

The Barrington Exterior Refinishing

1 South Elevation
1/8" = 1'-0"

MS CONSTRUCTION LAW: 1. PURSUANT TO SECTION 73-1-39, PRIVATELY OWNED BUILDINGS THAT ARE THREE (3) STORIES IN HEIGHT OR MORE, OR BUILDINGS THAT ARE MORE THAN 5,000 SQUARE FEET, UNLESS THE PROJECT IS SPECIFICALLY EXEMPTED BY SECTION 73-1-39. 2. PURSUANT TO SECTION 73-1-39, PUBLIC BUILDINGS OWNED BY THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF OF TEN THOUSAND (10,000) SQUARE FEET OF GROUND FLOOR AREA, OR IF THE PROJECT IS THREE (3) OR MORE STORIES IN HEIGHT, UNLESS SPECIFICALLY EXEMPTED BY SECTION 73-1-39.

REGISTERED ARCHITECT
Paul Purser
5582
STATE OF MISSISSIPPI

STAMP NOT VALID WITHOUT SIGNATURE

The Barrington Exterior Refinishing
Project No 20230809001 . Date 09/25/2023

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

1200 Meadowbrook Rd, Jackson, MS 39206
Exterior Remodel

Construction Documents

Revision	#	Rev Date

Cover Sheet

G.000

Project Directory

Project Information

Name: The Barrington Exterior Refinishing
Address: 1200 Meadowbrook Rd., Jackson, MS 39206

Client

THE BARRINGTON CONDOMINIUM ASSOCIATION, INC.
1200 Meadowbrook Road
Jackson, MS 39206
(662) 509-0376
Contact: Lee Greer

Architect

Purser & Company, PA
160 McTyere Ave, STE B
Jackson, MS 39202
(601) 376-9647
Contact: Paul Purser (paul@purserandcompany.com)

Drawing Index

Sheet Number	Sheet Name
G-000	Cover Sheet
G-001	Reference
AC101	Architectural Site Layout
AD101	Demolition Sheet
A-001	Composite Lower Floor Plans
A-101	Floor Plans
A-102	Floor Plans
A-201	Building Elevations
A-211	Enlarged Elevations
A-321	Wall Sections
A-549	Unit Pricing Terrace Replacements
RA201	New Elevation
RA901	Existing Photos

Project Code Requirements

1. Applicable Codes and Standards :

A. IBC - International Building Code (2012 edition)
B. IMC - International Mechanical Code (2012 edition)
C. IPC - International Plumbing Code (2012 edition)
D. IEC - International Electrical Code (2012 edition)
E. IFC - International Fire Code (2012 edition)
F. ADA 2010- Americans with Disabilities Act

2. Building Code Requirements

A. Occupancy Classification
Group R: Residential

B. General Building Heights and Area
1. Group R, Type I; Unlimited SF allowed per floor, Unlimited stories allowed
2. Area modifications for Fire Suppression - x2 =29,000 SF per floor, 3 stories allowed
3. Area perimeter increases - x.75 =50,750 SF per floor 3 stories allowed.

C. Types of Construction
Construction Type II requirements:
Primary Structural Frame - 3hr
Bearing Walls
Exterior - 3hr
Interior - 3hr
Non-bearing Walls
Exterior - 0hr
Interior - 0hr
Floor Construction - 2hr
Roof Construction - 1 1/2hr

D. Means of Egress
Common Path of Egress Travel - 75 ft.
Exit Access Travel Distance - 200 ft.

E. Fire Protection Systems
Fire Suppression - Yes

Project Notes

Project Alternates

Base bid to include all work not listed here but included in contract documents.

1. Replacement of all Corner Terrace Windows including interior and exterior repair to finishes.
2. All work at second floor parking deck and street sidewalk.
3. Demolition of concrete at Southwest corner of first floor parking.
4. Extension of concrete work at Southwest corner of first floor parking and including demolition and replacement of walls and doors.

Unit Prices

1. Replacement of Exterior Patio Door Assembly including interior and exterior repair to finishes.

Energy Code Requirements

1. IBC 2012 Energy Code is the mandatory energy code standard for this project.
2. Continuous air barrier to be provided at building envelope per IBC 2012 Energy Code. Air barrier joints and seams to be sealed and all joints and material transitions. Joints to be securely installed as to not dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind or mechanical units.

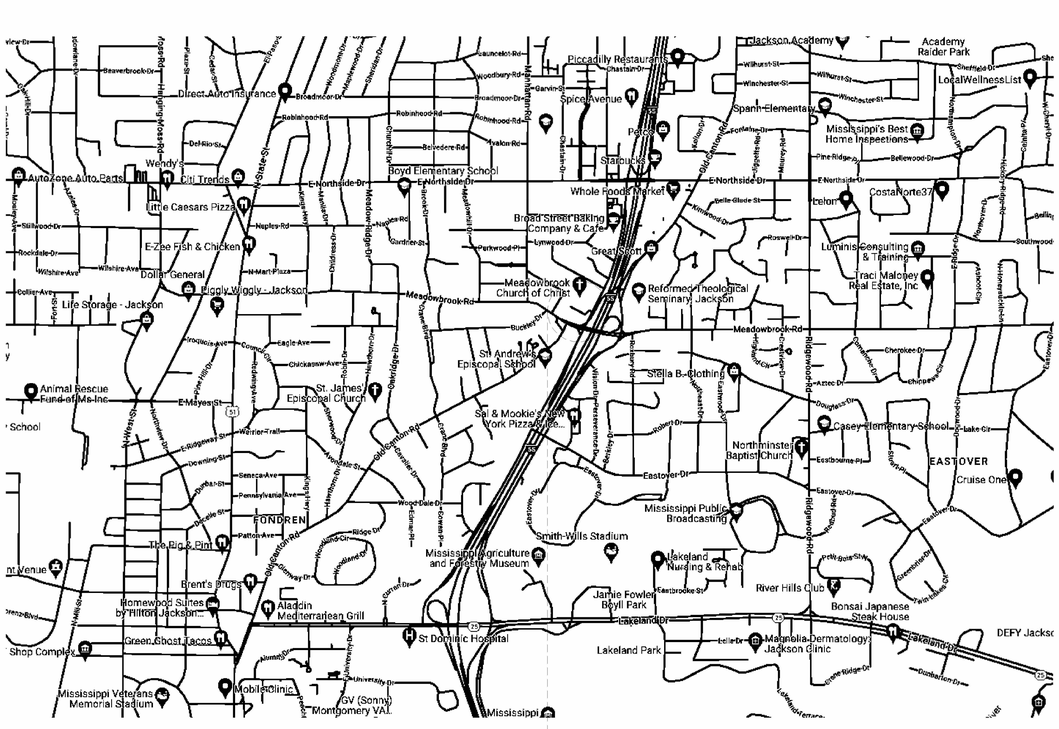
Fenestration Requirements (U-factor)

1. Fixed = U-Factor 0.46
2. Operable = U-Factor 0.60
3. Entrances = U-Factor 0.77
4. SHGC = U-Factor 0.25

General Information

1. Do not scale drawings. If dimensions are in question, the contractor shall be responsible for obtaining clarification from the architect before continuing with the construction
2. Contractors shall verify, on the site, all dimensions and equipment locations, and notify architect promptly in writing of any discrepancies
3. Contractors shall be responsible to determine the on site conditions and perform all necessary work to complete the project
4. Contractors shall maintain safe methods of egress for occupied buildings and in site area during construction
5. All casework dimensions shall be field verified before unit fabrication or installation
6. Dimensions, notes, finishes, and fixtures shown on typical floor plans shall apply to similar, symmetrical, or opposite hand plans, sections, or details
7. Typical, or typ., shall mean that condition is representative for similar conditions throughout, U.N.O. Details are usually keyed and noted "Typ." only one time when they first occur
8. Partitions are dimensioned from finish face U.N.O. Dimensions to masonry are to actual finish face U.N.O.
9. Owner to have right of refusal for all materials, furniture, fixtures and good within the limits of the construction contract.

AC	AIR CONDITIONING
ABV	ABOVE
ACT	ACOUSTICAL CEILING TILE
ADJ	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
ALM	ALUMINUM
ANOD	ANODIZED
APRX	APPROXIMATE
AV	AUDIO VISUAL
AVD	AUDIO VISUAL DISPLAY
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BOC	BOTTOM OF CURB
BOS	BOTTOM OF STEEL
BW	BOTH WAYS
CAB	CABINET
CB	CATCH BASIN
CC	CENTER TO CENTER
CCT	CONCRETE COUNTER TOP
CG	CORNER GUARD
CH	COAT/CLOTHES HOOK
CHM	CHAMFER
CJ	CONTROL JOINT
CLG	CEILING
CLO	CLOSET
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CORR	CORRIDOR
CPT	CARPET
CR	CRASH RAIL
CT	CERAMIC TILE
CTR	CENTERED
CYP	CYPRESS
DBH	DISPOSAL BAG HOLDER
DBL	DOUBLE
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DISP	DISPENSER
DN	DOWN
DRW	DECAY RESISTANT WOOD
E	EAST
EA	EACH
EDF	ELECTRIC DRINKING FOUNTAIN
EHD	ELECTRIC HAND DRYER
EIFS	EXTERIOR INSULATING FINISH SYSTEM
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
ELEV	ELEVEATION
ELVR	ELEVATOR
EQ	EQUAL
EW	EACH WAY
EWF	ENGINEERED WOOD FLOORING
EXH	EXHUAST
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FCF	FINISHED CONCRETE FLOOR
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FFE	FINISH FLOOR ELEVATION
FIN	FINISH
FLG	FLOORING
FLOR	FLOURESCENT
FLR	FLOOR
FND	FEMININE NAPKIN DISPENSER
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FP	FIRE PROOF
FRP	FIBERGLASS REINFORCED PANEL
FRT	FIRE RETARDENT
FT	FOOT/FEET
FTG	FOOTING
FWC	FABRIC WALLCOVERING
G	GAS
GA	GAUGE
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GCT	GRANITE COUNTER TOP
GL	GLASS/GLAZING
GT	GRANITE TILE
GWB	GYPSUM DRYWALL
GYP	GYPSUM
HB	HOSE BIB
HC	HOLLOW CORE
HD	HEAVY DUTY
HDR	HEADER
HDW	HARDWARE
HGT	HEIGHT
HM	HOLLOW METAL
HOW	HORIZONTAL
HR	HAND RAIL
HTG	HEATING
HVAC	HEATING/VENTILATION/AIR CONDITIONING
HYD	HYDRANT
ID	INSIDE DIAMETER
INSUL	INSULATION
INT	INTERIOR
INV	INVERT
JAN	JANITOR
JC	JENITORS CLOSET
JST	JOIST
JT	JOINT
KD	KNOCK DOWN
KIT	KITCHEN
KO	KNOCK OUT
KPL	KICKPLATE
L	LENGTH
LAB	LABORATORY
LAD	LADDER
LAM	LAMINATE
LAV	LAVATORY
LAWP	LIQUID APPLIED WATER PROOFING
LBL	LABEL
LF	LINEAR FEET
LH	LEFT HAND
LIN	LINOLEUM
LL	LIVE LOAD
LPP	LAVATORY PIPING PROTECTION
LT	LIGHT
LTG	LIGHTING
LVT	LUXURY VINYL TILE
LWC	LIGHTWEIGHT CONCRETE
MAS	MSAONRY
MAX	MAXIMUM
MB	MARKER BOARD
MC	MEDICINE CABINET
MCT	MARBLE COUNTER TOP
MECH	MECHANICAL
MFG	MANUFACTURER/MANUFACTURED
MG	MEDICAL GAS
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MLDG	MOULDING
MO	MASONRY OPENING
MR	MOP RACK
MT	METAL THRESHOLD
MTL	METAL
MWK	MILLWORK
N	NORTH
NAT	NATURAL
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NTS	NOT TO SCALE
O	OXYGEN
OA	OUTSIDE AIR
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED / CONTRACTOR INSTALLED
OPNG	OPENING
OPP	OPPOSITE
P	PAINT/PAINTED
PAR	PARALLEL
PBD	PARTICLE BOARD
PCF	PRESSED/PATTERNED CONCRETE FLOOR
PCT	PLASTIC COUNTER TOP
PERF	PERFORATED
PL	PLATE
PLAM	PLASTIC LAMINATE
PLST	PLASTER
PLWD	PLYWOOD
PMR	PREFORMED METAL ROOFING
PMS	PREFORMED METAL SIDING
PR	PAIR
PRT	PORCELAIN CERAMIC TILE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PTR	PAPER TOWEL RECPTACLE
QRF	QUARTZ RESINOUS FLOORING
QT	QUARRY TILE
QTR	QUARTER
R	RISER
RAD	RADIUS
RB	RUBBER BASE
RBR	RUBBER
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REF	REFERENCE
REFR	REFRIDGERATOR
REINF	REINFORCED
REQ	REQUIRED
REV	REVISED
RH	RIGHT HAND
RM	ROOM
RND	ROUND
RO	ROUHG OPENING
ROW	RIGHT OF WAY
RPS	ROOF PAVER SYSTEM
RR	RETURN REGISTER
S	SOUTH
SC	SOLID CORE
SCD	SEAT COVER DISPENSER
SCF	STAINED/SEALED CONCRETE FLOOR
SCH	SCHEDULE
SD	SOAP DISPENSER
SECT	SECTION
SHT	SHEET
SHTH	SHEATHING
SIM	SIMILAR
SJ	SCORE JOINT
SLW	SEAMLESS LIQUID WALL COVERING
SND	SANITARY NAPKIN DISPENSER
SNDU	SANITARY NAPKIN DISPOSAL UNIT
SNTD	SANITARY NAPKIN / TAMPON DISPENSER
SP	SOUNDPROOF
SPCR	SPACER
SPEC	SPECIFICATIONS
SPTC	SPECIMEN PASS THRU CABINET
SQ	SQUARE
SS	SANITARY SEWER
SSD	SHOWER SOAP DISPENSER
SSTL	STAINLESS STEEL
STC	SOUND TRANSMISSION COEFFICIENT
STD	STANDARD
STL	STEEL
STOR	STORAGE
SUPP	SUPPLEMENTAL
SV	SHEET VINYL
SVSK	SERVICE SINK
SWR	SHOWER
SWRC	SHOWER CURTAIN
SYP	SOUTHERN YELLOW PINE
T	TREAD
T&B	TOP & BOTTOM
T&G	TONGUE & GROOVE
TB	TOWEL BAR
TBD	TO BE DETERMINED
TBR	TO BE REMOVED
TEL	TELEPHONE
TEMP	TEMPORARY
TH	THRESHOLD
THK	THICK/THICKNESS
TLT	TOILET
TME	TO MATCH EXISTING
TOC	TOP OF CURB
TOS	TOP OF STEEL
TPD	TOILET PAPER DISPENSER
TPH	TOILET PAPER HOLDER
TR	TRANSOM
TV	TELEVISION
TYP	TYPICAL
UC	UNDERCOUNTER
UNO	UNLESS NOTED OTHERWISE
VB	VAPOR BARRIER
VD	VISUAL DISPLAY
VCB	VISUAL COMMUNICATION BOARD
VCT	VINYL COMPOSITE TILE
VIF	VERIFY IN FIELD
VT	VINYL TILE
VTR	VENT THROUGH ROOF
VWC	VINYL WALL COVERING
W	WEST
W/	WITH
WB	WOOD BASE
WC	WATER CLOSET
WCT	WOOD COUNTER TOP
WD	WOOD BASE
WDT	WIDTH
WDW	WINDOW
WG	WALL GUARD
WH	WATER HEATER
WP	WATERPROOFING
WR	WATER RESISTANT
WSCT	WAINSCOT



Site Locale

MS CONSTRUCTION LAW: 1. PURSUANT TO SECTION 73-1-39, PRIVATELY OWNED BUILDINGS THAT ARE THREE (3) STORIES IN HEIGHT OR MORE, OR BUILDINGS THAT ARE MORE THAN 5,000 SQUARE FEET, UNLESS THE PROJECT IS SPECIFICALLY EXEMPTED BY SECTION 73-1-39. 2. PURSUANT TO SECTION 73-1-39, PUBLIC BUILDINGS OWNED BY THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF, TEN THOUSAND (10,000) SQUARE FEET OF GROUND FLOOR AREA, OR IF THE PROJECT IS THREE (3) OR MORE STORIES IN HEIGHT, UNLESS SPECIFICALLY EXEMPTED BY SECTION 73-1-39.

REGISTERED ARCHITECT Paul Purser 5582 STATE OF MISSISSIPPI

STAMP NOT VALID WITHOUT SIGNATURE

The Barrington Exterior Refinishing

Project No 20230809001 Date 09/25/2023

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

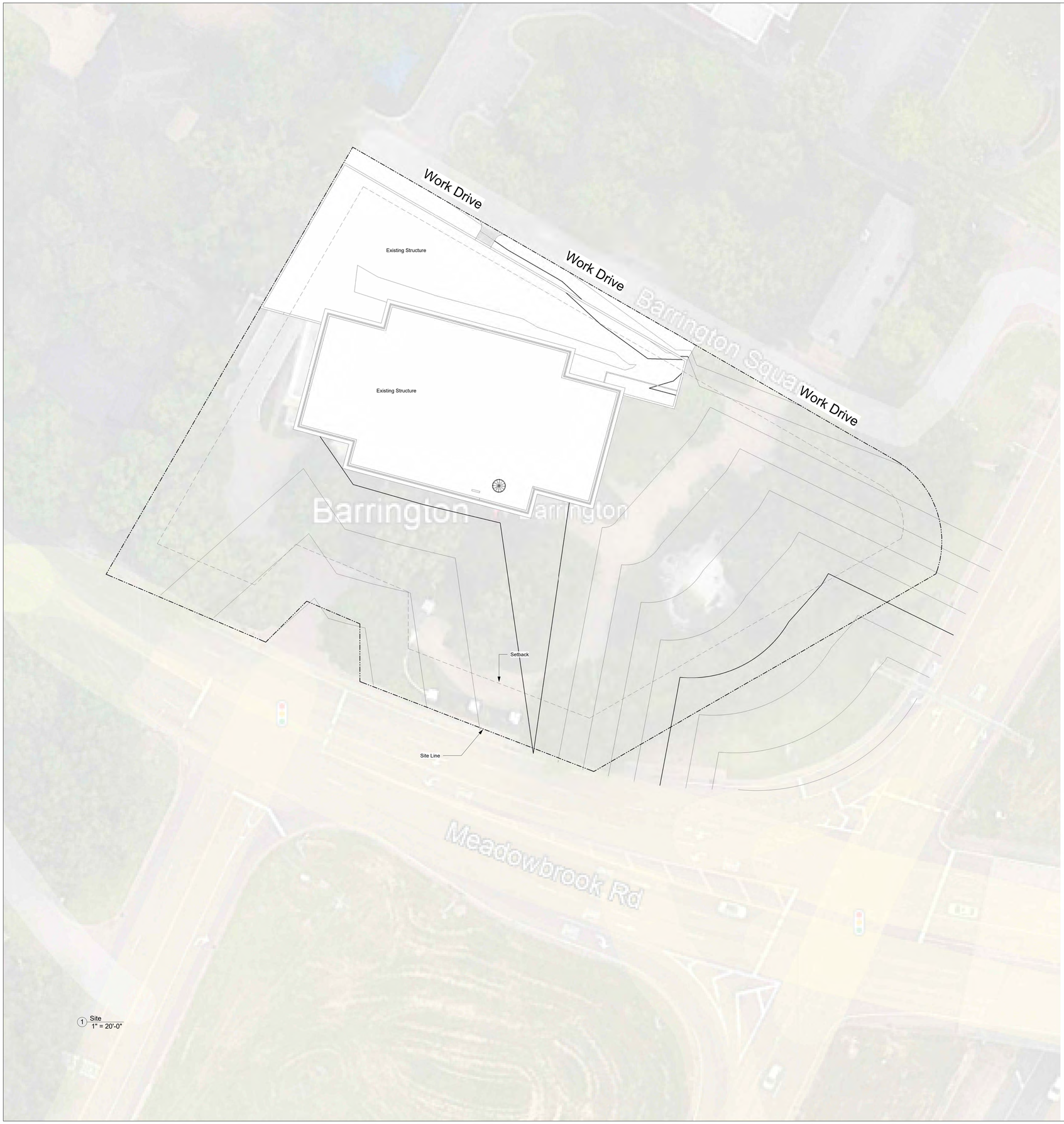
Construction Documents

Revision	#	Rev Date

Reference

001 G

8.5 Architectural
AC101



1 Site
1" = 20'-0"

General Site Notes

1. LEGAL DESCRIPTION:
   A. 177.3 FT E & W X 106 FT N & S BEG 124.3 FT W OLD CANTON RD PT SW 1/4 NW 1/4 SEC 24 T6 R1E.
2. 1.55 Acres & Zoned Limited Multi-Family Residential District / High Density Residential
   A. 602.08.4 Regulations:
      a. Minimum lot area - multi-family dwellings shall have at least 2,000 square feet of land for each family unit thereof.
      b. Minimum lot width - eighty (80) feet measured at front building setback line, except that corner lots shall be a minimum of one hundred (100) feet wide.
      c. Minimum front yard depth - fifteen (15) feet, measured from any vehicular use area, except where the building fronts on a dedicated street, the front yard requirement shall be increased to twenty-five (25) feet.
      d. Minimum side yard depth –fifteen (15) feet, except on a corner lot the minimum side yard depth on the street side shall be twenty-five (25) feet. However, no multi-family dwelling shall be built closer than twenty-five (25) feet to the side lot line of a lot which is zoned R-1 E, R-1A, or R-1, R-2, or R-3 Residential, or which presently has a detached single-family dwelling located on it.
      e. Minimum rear yard depth - twenty (20) feet. However, no multifamily dwelling shall be built closer than twenty-five (25) feet to the rear lot line of a lot which is zoned R-1, R-1A, R-1E, R-2, or R-3 Residential, or which presently has a detached single-family dwelling located on it.
      f. Maximum height - forty-five (45) feet.
      g. Accessory structures - accessory structures of a type compatible with the surroundings shall be permitted, and when detached from the main building shall be set back a minimum of fifty (50) feet from the front lot line, fifteen (15) feet from the side lot line, and fifteen (15) feet from the rear lot line. On corner lots, the accessory structure must be erected on the opposite corner of the lot from the street line. No accessory structure may be used as living quarters.
      h. When more than one principal building is located on a parcel, an open space or court between buildings shall be provided as follows:
      i. Face - Exterior plane of a building having the greatest length.
      j. End - A secondary exterior plane of a building, not a face.
      k. The required front, side and rear yards shall not be used for off-street parking; however, side, front and rear yards not included in the required landscape buffer may be used for portions of internal streets.
      l. All multifamily dwellings must have direct access to a collector or arterial street as defined by the City of Jackson Traffic Engineering Department.
      m. Regulations for conventional single-family and two-family dwellings shall be the same as the R-2 Residential District.
      n. All structures and off-street parking and service areas will be separated by a Class C buffer (as stipulated in the Landscape Ordinance) along the side or rear yard of a lot which is zoned R-1, R-1 A, R-1 E, R-2, or R-3 Residential, or which presently has a detached single-family dwelling located on it.
      o. Regulations for townhouses and zero lot line dwellings shall be the same as set forth in the R-3 Residential District.
   B. 602.08.4(A) Existing Uses and Structures: On January 5, 2005, any land or structures being used as multi-family within an R-4 District will be a legal conforming use for all purposes of this Ordinance. Further, this provision applies to all plans, construction or designated use any of any building or land which, before January 5, 2005, either (1) the Zoning Administrator has issued a zoning verification letter stating that multifamily are a permitted use; (2) the Owner or other entity with a legal interest in the property has filed for Site Plan Review to construct or has filed for a building permit to improve apartments in an R-4 District; or (3) the owner or an entity with a legal interest in the property has lawfully begun construction of multifamily units.
3. Coordinate staging area with owner.
4. All Deliveries and construction work shall enter from drive at north site propoerty line.
5. Contractor shall protect all exterior & interior finishes where work is to be performed.
6. Contrtactor shall repair any damage to finishes that are not in the scope of work if damage occurs due to general construction movements.

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REGISTERED ARCHITECT
Paul Purser
5582
STATE OF MISSISSIPPI

STAMP NOT VALID WITHOUT SIGNATURE

The Barrington Exterior Refinishing

Project No 20230809001
Date 09/25/2023

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

Construction Documents

Revision	#	Rev Date

Architectural Site Layout

C 101 A

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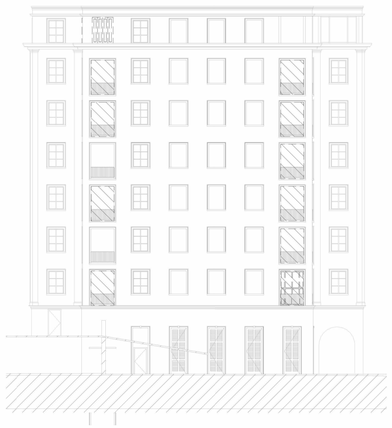
1 Elevation South - Demo
1/16" = 1'-0"

2 Elevation East - Demo
1/16" = 1'-0"

3 Elevation North - Demo
1/16" = 1'-0"



4 Elevation West - Demo
1/16" = 1'-0"

General Demolition Notes

1. Dashed lines indicate extent of demolition.
2. Where removal of walls are indicated, remove wall entirely from slab to roof deck unless noted otherwise.
3. Where floor transitions from new floor to existing floor, a floor transition strip is to be provided. A knock-down frame is to be provided in place of the existing frame where the opening is a part of corridor.
4. Remove all existing flooring, ceiling tile, rubber base, etc.. where shown to be replaced by new materials in the finish schedule. RE: Floors plans, RCP, and Finish Schedule
5. Owner has right of refusal for all demo work. If not retained, GC to be responsible for disposal. In either case, GC is responsible for the demolition work as indicated.
6. Verify all existing conditions. Notify architect of any discrepancies between the existing conditions and these documents. The Contractor is to consider the additional work required by any discrepancies to be included in this Contract.
7. Burying or Burning of materials will not be permitted on site.
8. Repair any damage caused to building construction identified to remain.
9. Refer to other discipline drawings for additional demolition information as noted
10. Schedule with the Owner any demolition that involves exposing to the weather the interior portions of building to remain. This work is to be performed during good, dry weather or temporary waterproof barrier walls shall be constructed at all occurrences where the demolition exposes weather to the interior of portions of buildings to remain.
11. Where areas are removed or altered, patch, repair, & paint to match adjacent surface material and finish.

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The Barrington Exterior Refinishing

Project No 2023080901
Date 09/25/2023
.

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1200 Meadowbrook Rd, Jackson, MS 39206

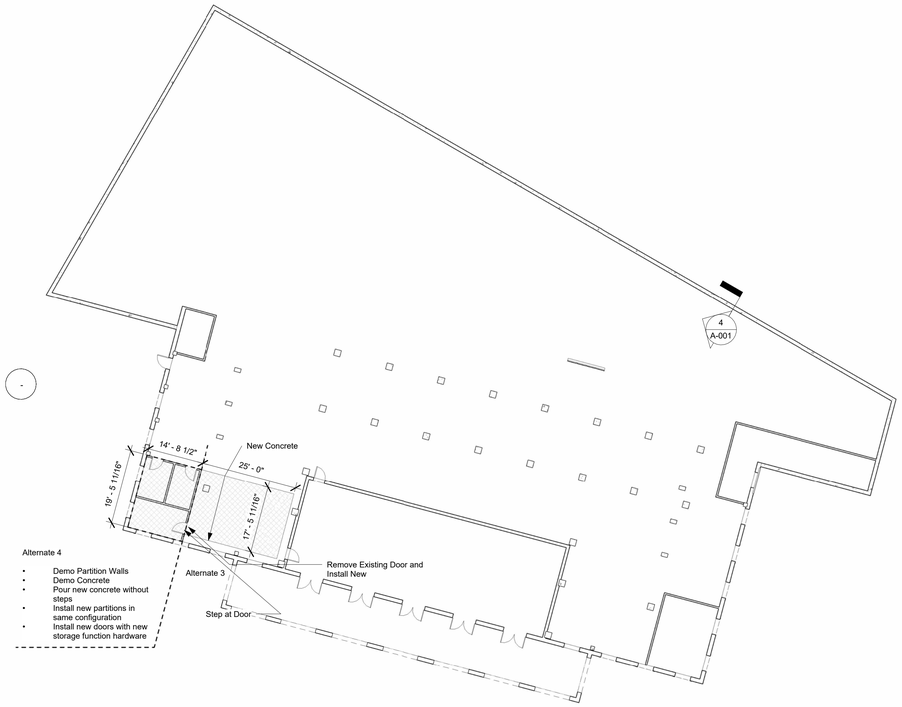
Exterior Remodel

Construction Documents

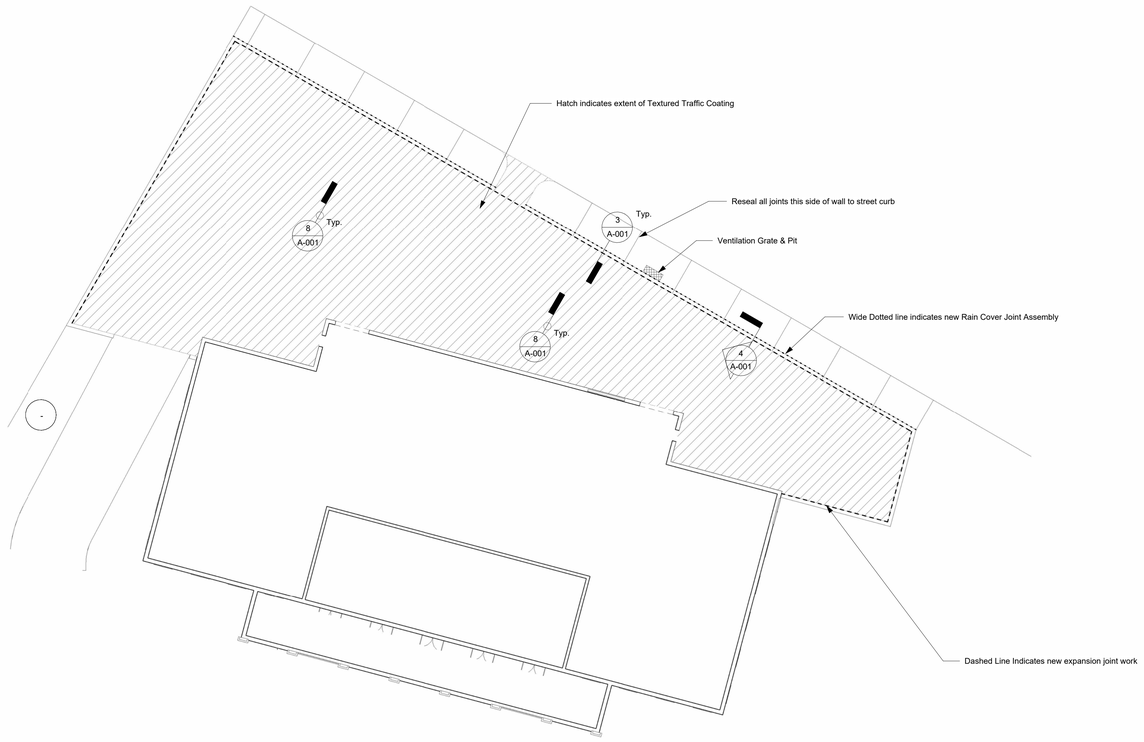
Revision	#	Rev Date

Demolition Sheet

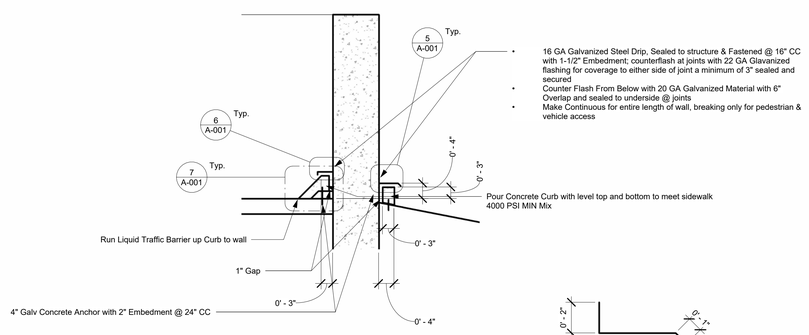
D101 A



1 Composite Floor Plan - Lower Deck
1/16" = 1'-0"

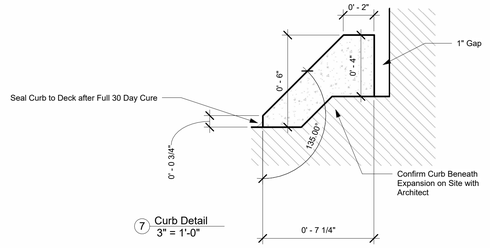


2 Composite Floor Plan - 2nd Floor Upper Deck
1/16" = 1'-0"

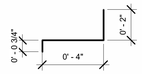


4 Parking Deck Wall Detail
3/4" = 1'-0"

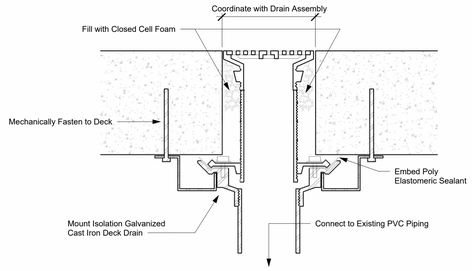
5 Flashing - Parking Deck Drip Ext
3" = 1'-0"



7 Curb Detail
3" = 1'-0"

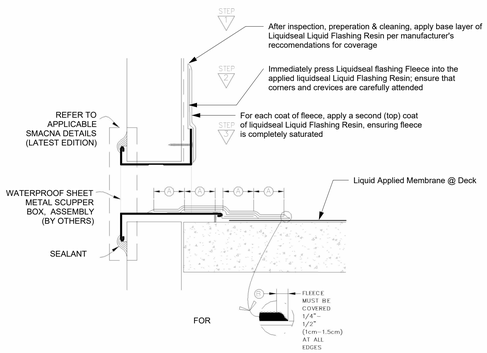


6 Flashing - Parking Deck Drip Int
3" = 1'-0"



8 Deck Drain
3" = 1'-0"

*** Coordinate scupper curb detail with architect after removal of existing expansion joint cover ***



3 Thru Wall Scupper Detail
3" = 1'-0"

General Parking Repair Notes

1. Remove existing rubber expansion joint and install new expansion joint type as detailed.
2. Remove existing drain inlets and install new as indicated and specified. Connect to existing PVC drain line. Paint exposed PVC drain line to match concrete in lower parking area.
3. Remove and reinstall sidewalk joint sealant as indicated and with Sikaflex® Self-Leveling Sealant Or Equal product.
4. Reflash all scuppers at upper parking deck with Carlisle Liquidseal Flashing OR Equal product and according to detail provided
5. Reseal upper deck with Sikalastic®-395 Textured OR Equal product.
6. Seal & Repaint upper deck wall.
7. Clean out ventilation pit free of leaves and debris. Located drain line and scope. Provide owner video of scope.
8. Scope northwest storm sewerage where water is continually running and as indicated by architect. Provide owner video of scope.
9. Demo slab where indicated and repour with new slope as indicated.

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REGISTERED ARCHITECT Paul Purser 5582 STATE OF MISSISSIPPI

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The Barrington Exterior Refinishing

Project No 20230809001 Date 09/25/2023

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

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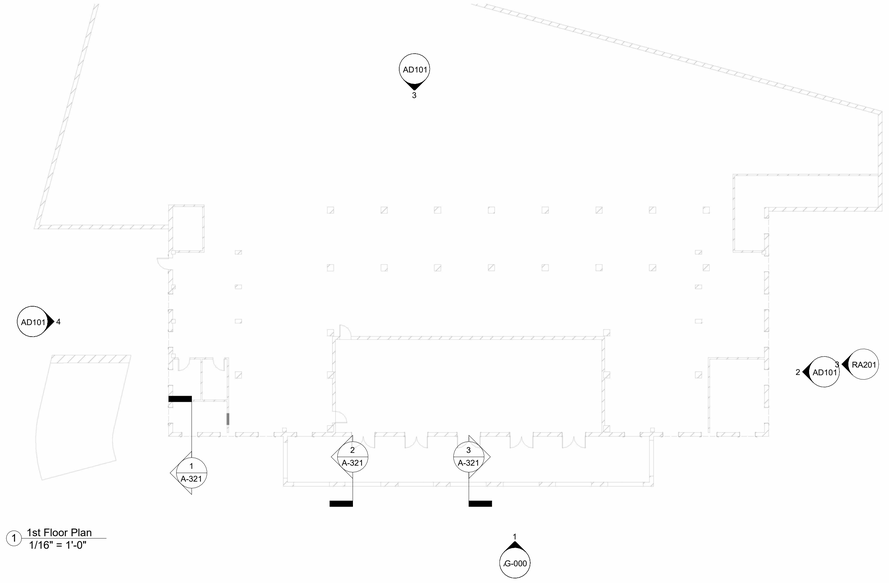
Construction Documents

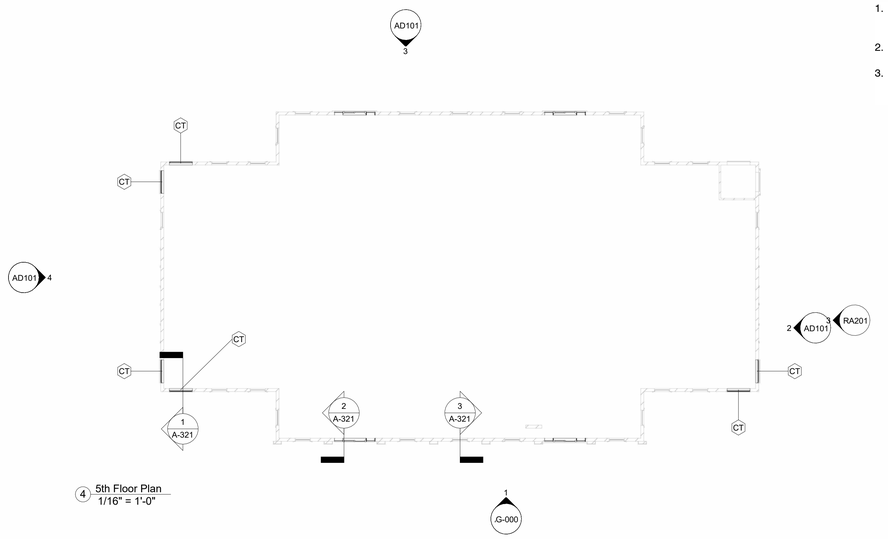
Revision	#	Rev Date

Composite Lower Floor Plans

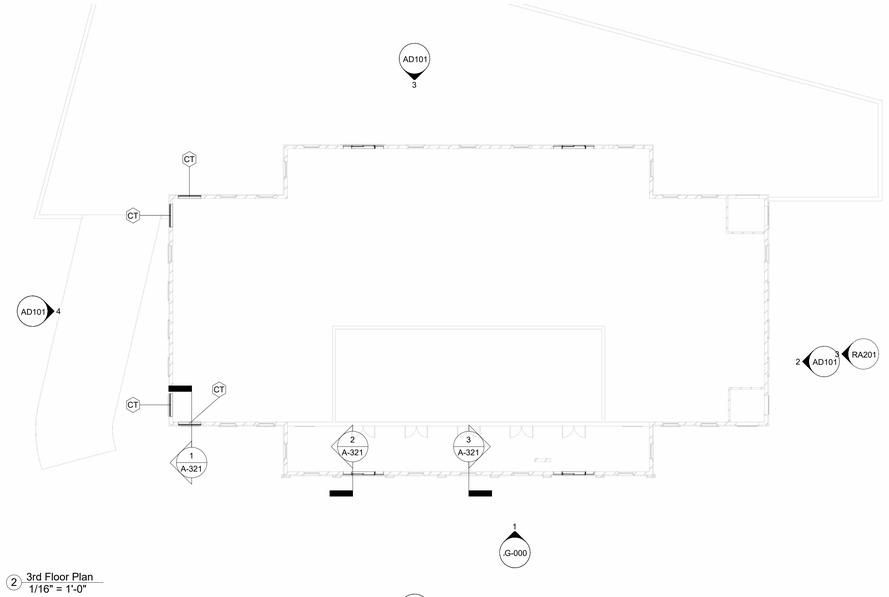
001 A



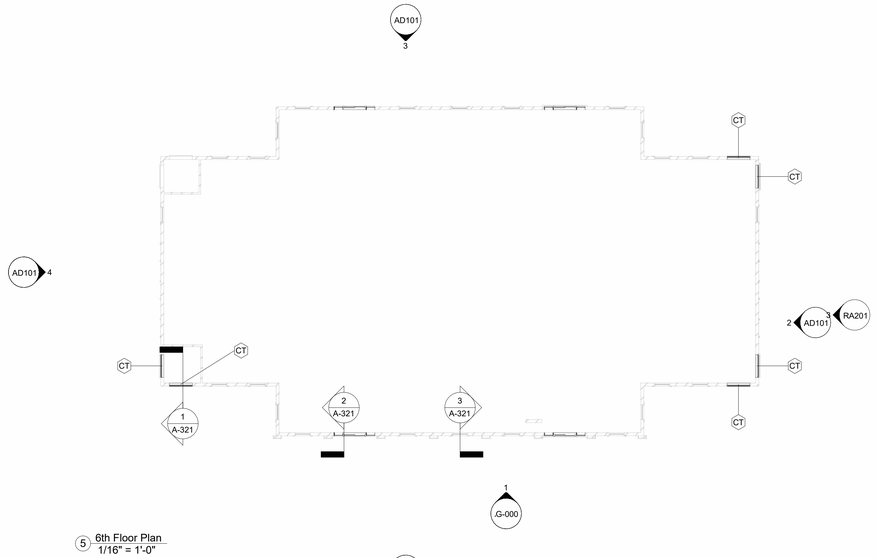
1 1st Floor Plan
1/16" = 1'-0"



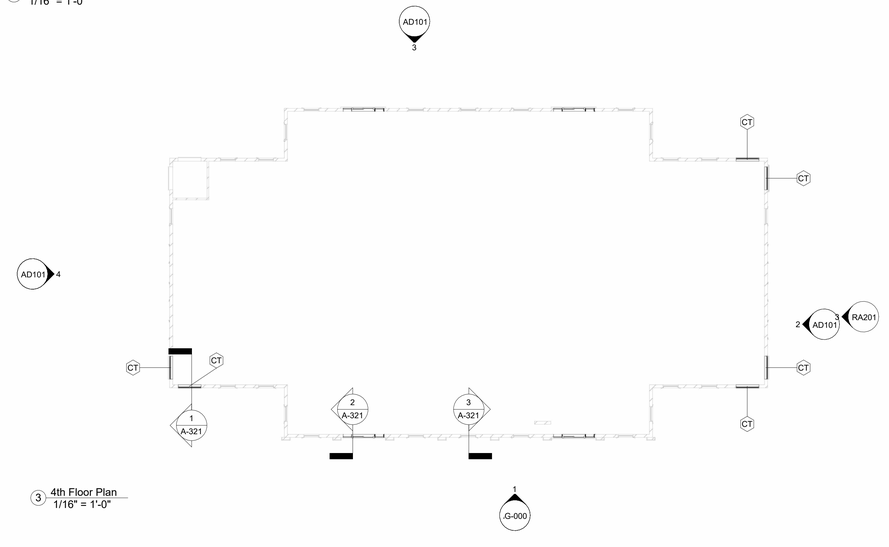
4 5th Floor Plan
1/16" = 1'-0"



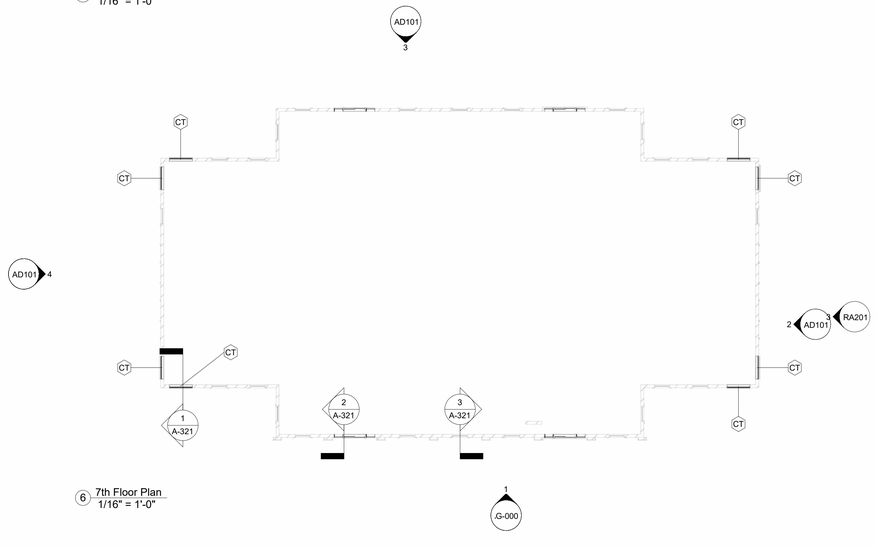
2 3rd Floor Plan
1/16" = 1'-0"



5 6th Floor Plan
1/16" = 1'-0"



3 4th Floor Plan
1/16" = 1'-0"



6 7th Floor Plan
1/16" = 1'-0"

General Floor Plan Notes

1. GC shall cooridnate with individual tenants for installation of windows from interior. New interior finishes shall match demoed elements.
2. All tagged doors and windows on floor plans shall be replaced with new.
3. All existing wood windows shall be repaired and painted; allow for 25% of wood windows to be removed and rebuilt by carpenter and reinstalled; see alternates and unit prices

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REGISTERED ARCHITECT
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5582
STATE OF MISSISSIPPI

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The Barrington Exterior Refinishing

Project No 20230809001 Date 09/25/2023

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

Construction Documents

Revision	#	Rev Date

Floor Plans

101 A

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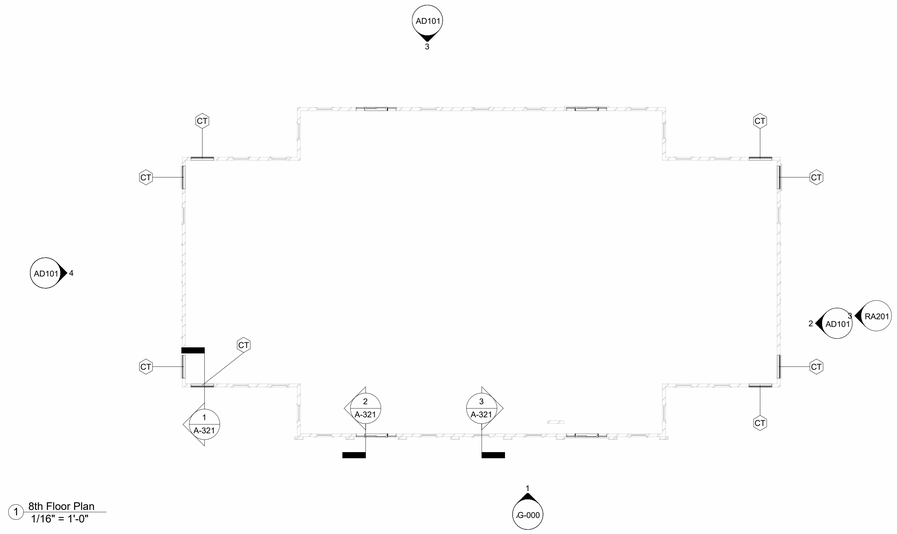
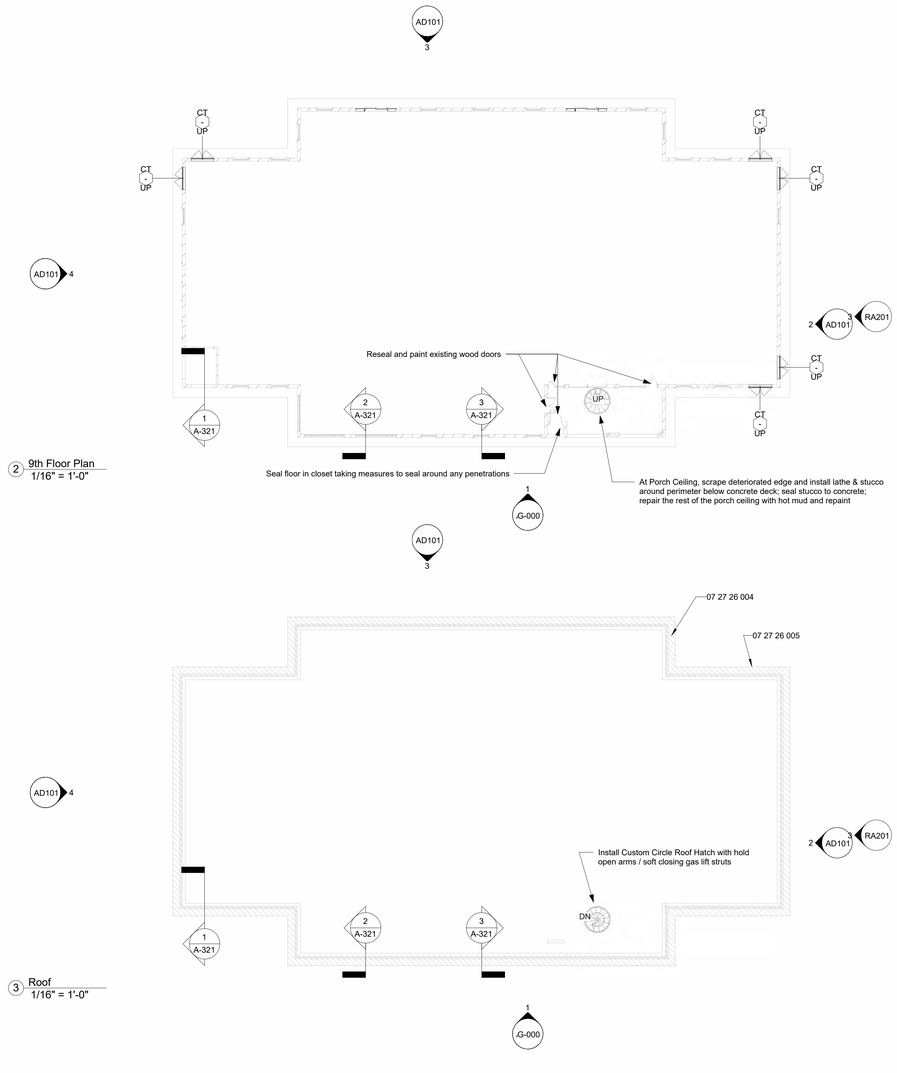


1 8th Floor Plan
1/16" = 1'-0"



2 9th Floor Plan
1/16" = 1'-0"

3 Roof
1/16" = 1'-0"

General Floor Plan Notes

1. GC shall cooridnate with individual tenants for installation of windows from interior. New interior finishes shall match demoed elements.
2. All tagged doors and windows on floor plans shall be replaced with new.
3. All existing wood windows shall be repaired and painted; allow for 25% of wood windows to be removed and rebuilt by carpenter and reinstalled; see alternates and unit prices

Specific Notes

07 27 26 004	Install White UV-resistant Liquid Flashing @ detail top
07 27 26 005	Draw straight and definitive line at edge unseen from below

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Construction Documents

Revision	#	Rev Date

Floor Plans

102 A

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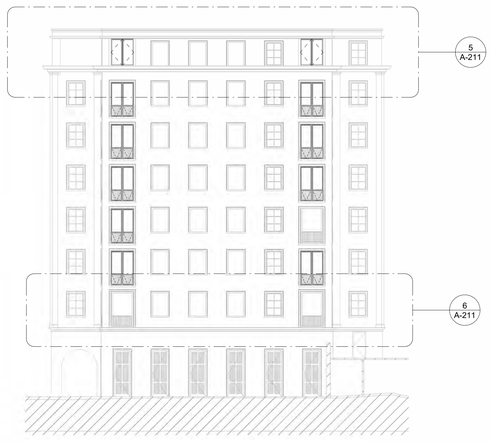
1 Elevation South
1/16" = 1'-0"



3 Elevation East
1/16" = 1'-0"

2 Elevation North
1/16" = 1'-0"

4 Elevation West
1/16" = 1'-0"

General Stucco Repair Notes

1. Replace windows as indicated by tags on plan sheets.
2. Repair all wood windows to remain as needed.
3. Repair stucco finish.
4. Caulk and Sealants all new and existing openings.
5. Paint all previously painted exterior surfaces. Exterior paint to include the entirety of the structure that is exposed to the outside including but no tlimited to:
   A. all windows to remain
   B. all metal attached therein
   C. all previously painted surfaces
   D. all porches and exterior walls at porches
   E. all trim, doors, and windows at porches
   F. all shutters and any other trim work at facade
6. Restore brass at tops of handrails to polished brass finish.

General Stucco Repair Notes

1. Fill minor cracks at stucco (cracks measuring less than 1/4") with Sashco Big Stretch Paintable Latex Caulk OR equal product; feather out smooth against existing stucco. Make multiple passes at cracks after manufacturer recoat time is achieved.
2. For cracks that are larger than 1/4" at that are no longer flush with the eixsting wall surface, follow these details:
   A. Using a sharp utility knife, hand saw or skill saw with a carborundum blade, cut into Dryvit at crack location approximately three inches by three inches down to the substrate. With a margin trowel or similar tool, remove the section in one piece.
   B. Examine the piece removed from the back side to determine if insulation board is damaged, fractured, gapped, filled with either adhesive or base coat or coincide with sheathing joints, if applicable.
   C. If any of the above is present, cut out approximately 6 in (152 mm)minimum on each side of crack down to the substrate.
   D. Grind off excessive finish coat approximately 3 in (76 mm) minimum on each side of cut out section to expose the existing base coat layer. Do not cut into the reinforcing mesh with the grinder. Accidentally cutting into the reinforcing mesh while grinding the finish off will make a small patch become much larger. As you are trying to maintain a constant minimum overlap of 2 1/2 in (64 mm), accidentally cutting further into the mesh forces you to extend the grinding outward further. The edges of the finish should be sharp, clean, and non-tapered from the finish down to the base coat layer.
   E. Reinstall new installation board tight against the existing with the appropriate adhesive or fasteners. Sliver all gaps to insure overall tightness.
   F. Mask off the existing finish coat. Apply base coat and mesh on new insulation board and overlap onto existing exposed base coat layer approximately 2 1/2 in (64 mm). Insure that the base coat between the old and the new is flat and is seated approximately 1/16 in (1.6 mm) below the surface of the existing finish coat. Allowing a 1/16 in (1.6 mm) recess is necessary so the finish coat, when applied, will become overall flush with the existing finish coat. Allow to fully dry.
   G. Precisely mask off the existing texture. Apply new finish coat and blend new texture into existing texture.

General WD Window Repair Notes

1. Replace exposed rusted fasteners with stainless fasteners
2. Window Prep:
   A. Clean mildew from paint
   B. Using only hand tools, scrap paint where chipped
   C. Fill hole with hardening putty and sand smooth
   D. Reseal intersections where members are fixed
   E. Prime with oil based primer
   F. Sand primer coat with 120 grit sand paper
   G. Top coat primer with latex based paint as specified
   H. Sand first coat with 120 grit sand paper
   I. Top with 2nd coat
   J. Top with 3rd coat
3. Ensure operability of all windows prior to completion
4. Review all wood windows to remain and consult with Architect on reccomendations for repair. Where rot shown, replace members. Make reccomendation to Architect based on cost for repair. Where no rot is evident, paint & reseal existing unit.

Specific Notes

09 24 23 007	Significant damage to stucco finish noted here; repair all gouges flush, flat, and smooth; apply texture for new look

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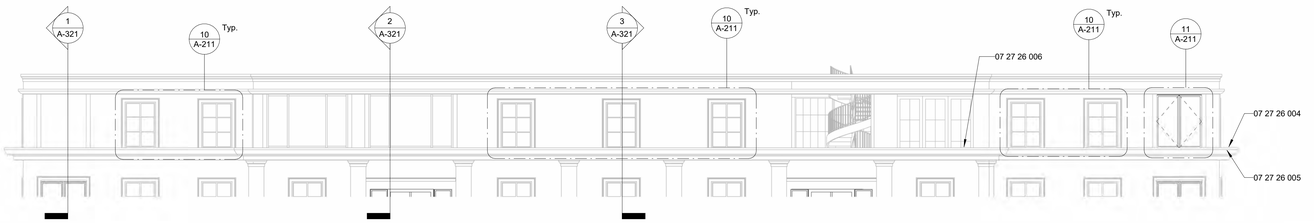
Exterior Remodel

Construction Documents

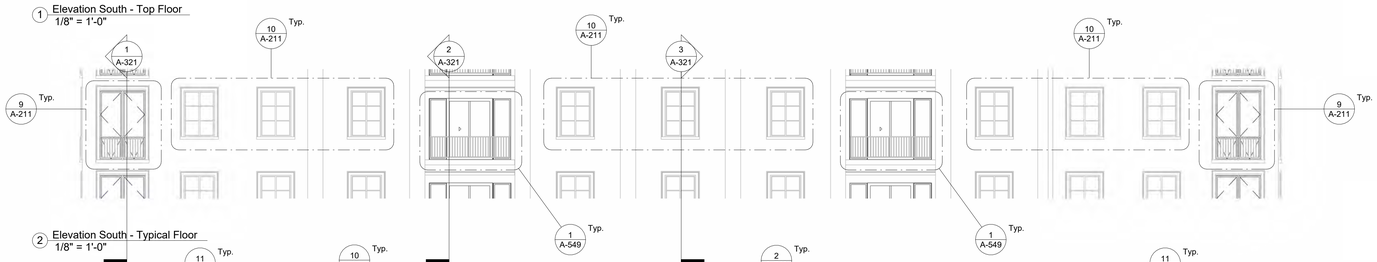
Revision	#	Rev Date

Building Elevations

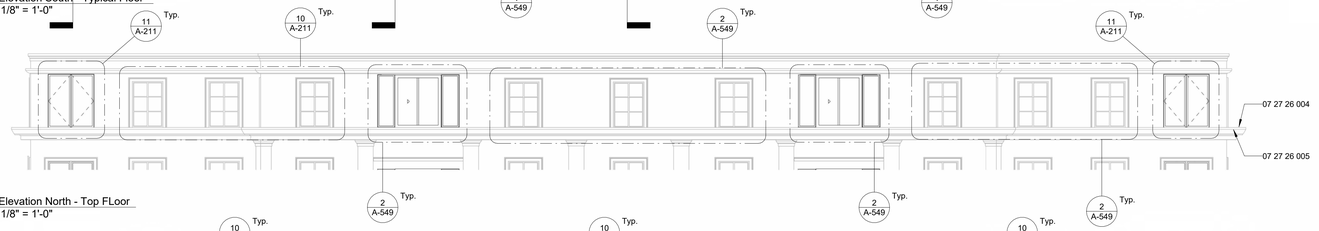
201 A



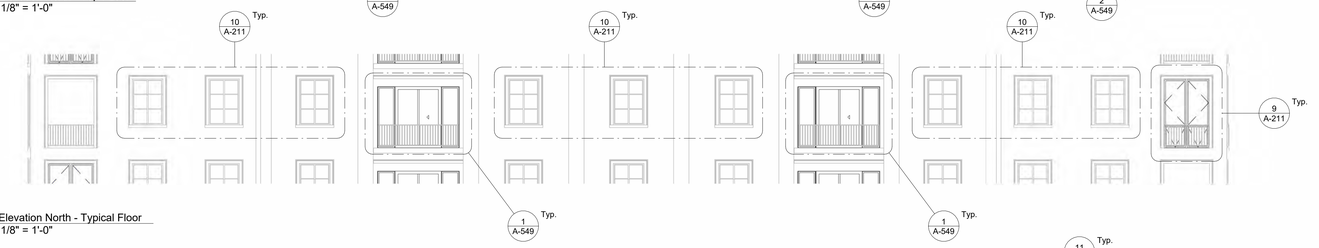
1 Elevation South - Top Floor
1/8" = 1'-0"



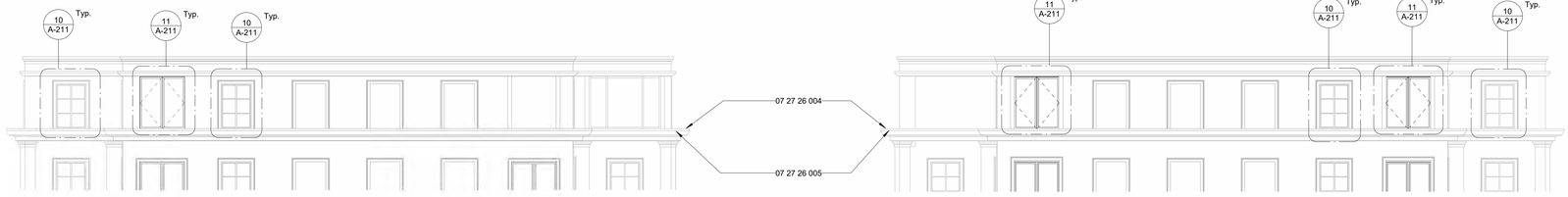
2 Elevation South - Typical Floor
1/8" = 1'-0"



3 Elevation North - Top FLoor
1/8" = 1'-0"

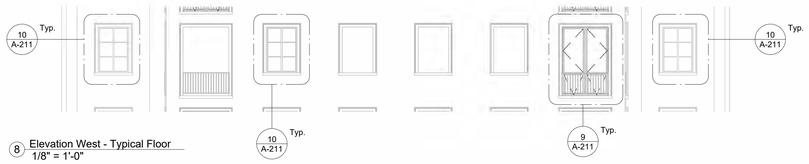


4 Elevation North - Typical Floor
1/8" = 1'-0"

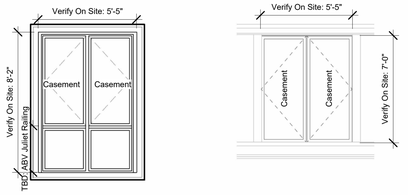


7 Elevation West - Top FLoor
1/8" = 1'-0"

5 Elevation East - Top Floor
1/8" = 1'-0"



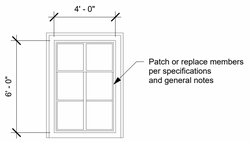
8 Elevation West - Typical Floor
1/8" = 1'-0"



install custom fiberglass window by PELLA OR Equal

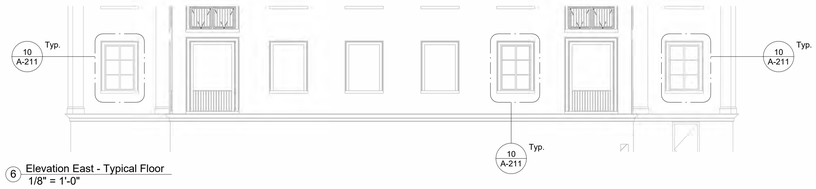
9 Typ New Unit - CT
1/4" = 1'-0"

11 Typ New Upper Floor Window
1/4" = 1'-0"



Check for Rot:
- Is wood soft when pressed with finger?
- Is there visual evidence of water damage?
- Confirm with Architect.

10 Typ Repair - WD
1/4" = 1'-0"



6 Elevation East - Typical Floor
1/8" = 1'-0"

General Stucco Repair Notes

1. Fill minor cracks at stucco (cracks measuring less than 1/4") with Sashco Big Stretch Paintable Latex Caulk OR equal product; feather out smooth against existing stucco. Make multiple passes at cracks after manufacturer recoat time is achieved.
2. For cracks that are larger than 1/4" at that are no longer flush with the eixsting wall surface, follow these details:
   A. Using a sharp utility knife, hand saw or skill saw with a carborundum blade, cut into Dryvit at crack location approximately three inches by three inches down to the substrate. With a margin trowel or similar tool, remove the section in one piece.
   B. Examine the piece removed from the back side to determine if insulation board is damaged, fractured, gapped, filled with either adhesive or base coat or coincide with sheathing joints, if applicable.
   C. If any of the above is present, cut out approximately 6 in (152 mm)minimum on each side of crack down to the substrate.
   D. Grind off excessive finish coat approximately 3 in (76 mm) minimum on each side of cut out section to expose the existing base coat layer. Do not cut into the reinforcing mesh with the grinder. Accidentally cutting into the reinforcing mesh while grinding the finish off will make a small patch become much larger. As you are trying to maintain a constant minimum overlap of 2 1/2 in (64 mm), accidentally cutting further into the mesh forces you to extend the grinding outward further. The edges of the finish should be sharp, clean, and non-tapered from the finish down to the base coat layer.
   E. Reinstall new installation board tight against the existing with the appropriate adhesive or fasteners. Sliver all gaps to insure overall tightness.
   F. Mask off the existing finish coat. Apply base coat and mesh on new insulation board and overlap onto existing exposed base coat layer approximately 2 1/2 in (64 mm). Insure that the base coat between the old and the new is flat and is seated approximately 1/16 in (1.6 mm) below the surface of the existing finish coat. Allowing a 1/16 in (1.6 mm) recess is necessary so the finish coat, when applied, will become overall flush with the existing finish coat. Allow to fully dry.
   G. Precisely mask off the existing texture. Apply new finish coat and blend new texture into existing texture.

General WD Window Repair Notes

1. Replace exposed rusted fasteners with stainless fasteners
2. Window Prep:
   A. Clean mildew from paint
   B. Using only hand tools, scrap paint where chipped
   C. Fill hole with hardening putty and sand smooth
   D. Reseal intersections where members are fixed
   E. Prime with oil based primer
   F. Sand primer coat with 120 grit sand paper
   G. Top coat primer with latex based paint as specified
   H. Sand first coat with 120 grit sand paper
   I. Top with 2nd coat
   J. Top with 3rd coat
3. Ensure operability of all windows prior to completion
4. Review all wood windows to remain and consult with Architect on reccomendations for repair. Where rot shown, replace members. Make reccomendation to Architect based on cost for repair. Where no rot is evident, paint & reseal existing unit.

Specific Notes

07 27 26 004	Install White UV-resistant Liquid Flashing @ detail top
07 27 26 005	Draw straight and definitive line at edge unseen from below
07 27 26 006	Carry white Liquid flashing to existing glass guardrail

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REGISTERED ARCHITECT Paul Purser 5582 STATE OF MISSISSIPPI

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The Barrington Exterior Refinishing

Project No 2023080901 | Date 09/25/2023 | .

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

Construction Documents

Revision	#	Rev Date

Enlarged Elevations

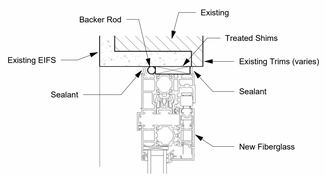
211 A

2 Building Wall Section @ Middle Terraces
1/4" = 1'-0"

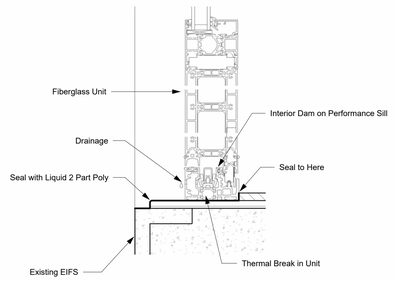
1 Building Wall Section @ Corner Terraces
1/4" = 1'-0"

3 Building Wall Section @ WD Windows
1/4" = 1'-0"

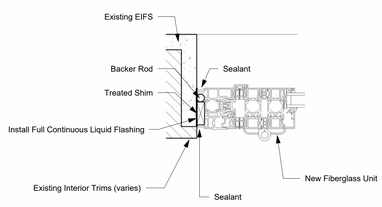
Corner Terrace Window Details



7 New Window Head
3" = 1'-0"



8 New Window Sill
3" = 1'-0"



9 New Window Jamb
3" = 1'-0"

General Detail Notes

1. Exterior air/water barrier and thermal insulation to be installed so as to provide a continuous separation of the building exterior from all interior occupied or conditioned spaces.
2. Wall cavity insulation (rigid insulation) to be 2" thick polystyrene unless noted otherwise.
3. Roof insulation to be 3 1/2" thick polyisocyanurate unless noted otherwise. Tapered insulation is required over corridors where flat structural framing is located and should match thickness of adjacent roof insulation and increase in thickness to match adjacent roof slopes.
4. Provide and install continuous thru-wall flashing with weeps at 24" O.C. at the first horizontal joint above grade at the full perimeter of the building.
5. Grout solid all voids and cavities in walls below grade. Veneer masonry courses below grade may be C.M.U. or veneer brick.
6. All anchors, fasterners, relief angles and attachment devices to be hot dipped galvanized steel.
7. See enlarged exterior elevations for type, color, and coursing for veneer masonry. Solid brick to be provided as required to turn corbeled corners, rowlocks, and reveals. No brick cores are to be exposed on veneer masonry.
8. See elevations for the location of masonry contract joints.
9. GC to coordinate overhead track & provide misc. steel as required to support operable partitions.

General Wall Section Notes

1. Exterior air/water barrier and thermal insulation to be installed so as to provide a continuous separation of the building exterior from all interior occupied or conditioned spaces.
2. Continuous air barrier to be provided at building envelope per IBC 2012 Energy Code. Air barier joints and seams to be sealed and all joints and material transitions. Joints to be securely installed as to not dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind or mechanical units.
3. Wall cavity insulation (rigid insulation) to be 2" thick polystyrene unless noted otherwise.
4. Roof insulation to be 3 1/2" thick polyisocyanurate unless noted otherwise. Tapered insulation is required over corridors where flat structural framing is located and should match thickness of adjacent roof insulation and increase in thickness to match adjacent roof slopes.
5. Closed cell spray foam insulation with a minimum density of 1.5 pcf and having a thickness of not less than 1.5" to be used to fill voids at material transitions at the perimeter envelope of building (roof and wall transitions)
6. Provide and install continuous thru-wall flashing with weeps at 32" o.c. at the first horizontal joint above grade at the full perimeter of the building.
7. Grout solid all voids and cavities in walls below grade. Veneer masonry courses below grade may be C.M.U. or veneer brick.
8. All anchors, fasteners, relief angles and attachment devices to be hot dipped galvanized steel.
9. See A-400 series interior elevations sheets for descriptive interior information.

General WD Window Repair Notes

1. Replace exposed rusted fasteners with stainless fasteners
2. Window Prep:
   - A. Clean mildew from paint
   - B. Using only hand tools, scrap paint where chipped
   - C. Fill hole with hardening putty and sand smooth
   - D. Reseal intersections where members are fixed
   - E. Prime with oil based primer
   - F. Sand primer coat with 120 grit sand paper
   - G. Top coat primer with latex based paint as specified
   - H. Sand first coat with 120 grit sand paper
   - I. Top with 2nd coat
   - J. Top with 3rd coat
3. Ensure operability of all windows prior to completion
4. Review all wood windows to remain and consult with Architect on reccomendations for repair. Where rot shown, replace members. Make reccomendation to Architect based on cost for repair. Where no rot is evident, paint & reseal existing unit.

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REGISTERED ARCHITECT
Paul Purser
5582
STATE OF MISSISSIPPI

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The Barrington Exterior Refinishing

Project No 20230809001 . Date 09/25/2023

1200 Meadowbrook Rd, Jackson, MS 39206
Exterior Remodel

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

Construction Documents

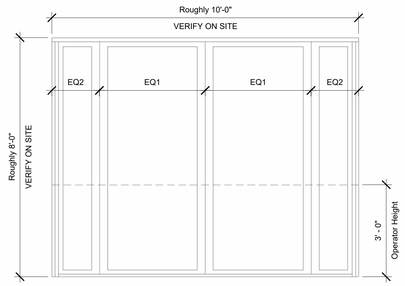
Revision	#	Rev Date

Wall Sections

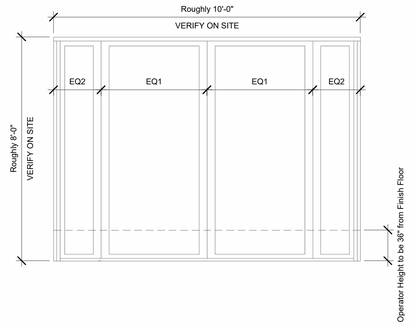
321 A

Unit Priced Terrace Doors

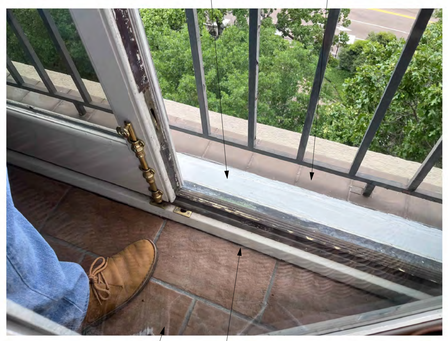
Mark	Height	Width	Frame Material	Description	Finish	Operation	Hinges	Locket Type	#
UPT	7' - 11 1/2"	6' - 0"	Aluminum	Fiberglass Sliding Patio Door	Powder Coated	Vent	Inward & Center Out	two-point locking device that operates concealed top and bottom rods	UPT
24									
UT UP	6' - 10 3/4"	6' - 0"	Aluminum	Fiberglass Sliding Patio Door	Powder Coated	Vent	Inward & Center Out	two-point locking device that operates concealed top and bottom rods	UT UP
2									

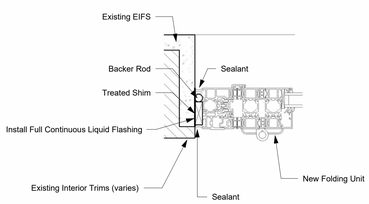


1 Typ Repair - UPT
1/2" = 1'-0"

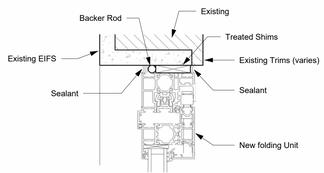


2 Typ Repair - UT UP
1/2" = 1'-0"

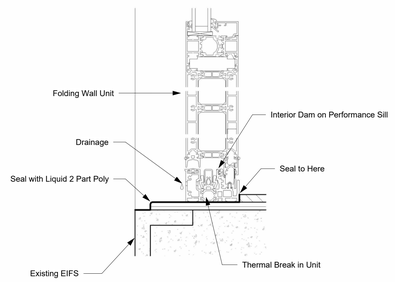




3 Typ UPT Jamb
3" = 1'-0"



5 Typ UPT Head
3" = 1'-0"



4 Typ UPT Sill
3" = 1'-0"

General Terrace Alternate Notes

1. Remove existing unit.
2. Suspected substrates include existing tile floor and EIFS system at jambs and head:
   A. Install liquid flashing at EIFS where pentrated or damaged by removal of existing unit
   B. Install 2 Part Poly Waterproofing at tile substrate to EIFS edge. Seal to back of new door sill installation; seal new door to waterproofing
3. Install new Unit within 1/2" at side jambs and head of clearance to existing EIFS finish.
4. Using plastic shims, secure unit to structure.
5. Using backrod, seal unit to EIFS with a minimu of 2 applications of backrod and sealant as shown in detail.
6. Trim interior and paint.

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REGISTERED ARCHITECT
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5582
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Exterior Remodel

Construction Documents

Revision	#	Rev Date
Revision 1	1	Date 1

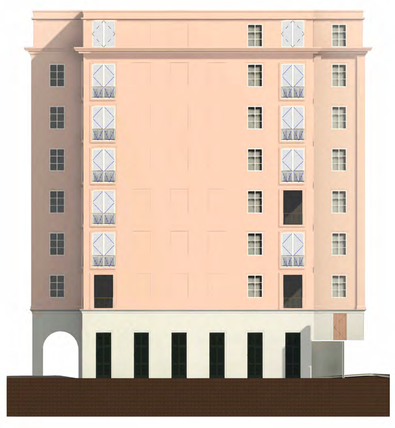
Unit Pricing Terrace Replacements

549 A

18.8 Resource Sheets
RA201

1 NORTH ELEVATION - Option B
1/16" = 1'-0"

2 SOUTH ELEVATION - Option B
1/16" = 1'-0"



3 EAST ELEVATION - Option B
1/16" = 1'-0"

4 WEST ELEVATION - Option B
1/16" = 1'-0"

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Construction Documents

Revision	#	Rev Date

New Elevation

A 201 R

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C:\Users\paulpurser\Documents\24 0331 Barrington Central Model_paulpurserY2GHY.rvt

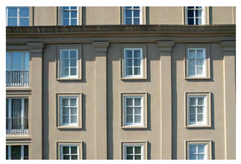
South Upper Facade

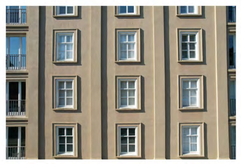
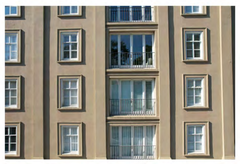
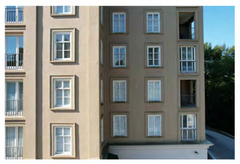
General Photo Notes

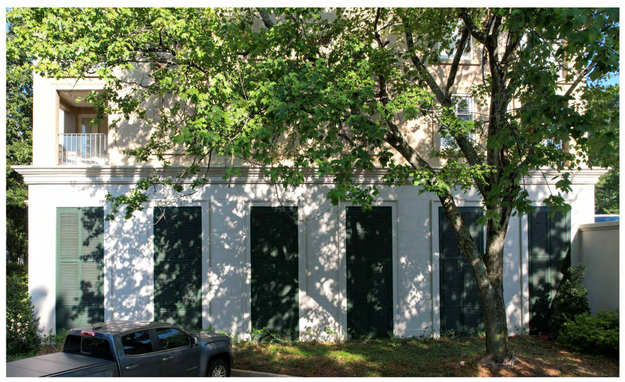
1. These images are incorporated for the purposes of bidding.
2. Constractor is encouraged to visit site prior to submitting bid.
3. See specifications for further photographic requirements.

NE Corner

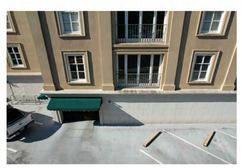
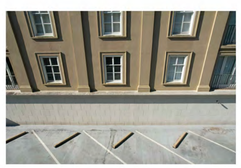
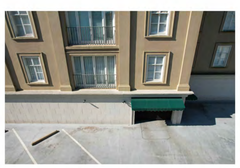
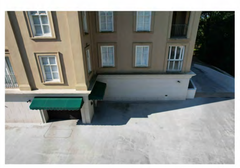
SE Corner





East Facade

North Facade

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REGISTERED ARCHITECT
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1200 Meadowbrook Rd. Jackson, MS 39206

Exterior Remodel

Construction Documents

Revision	#	Rev Date

Existing Photos

A 901 R

The Barrington
Exterior Refinishing

Jackson, Mississippi

Prepared by
Purser & Company P.A.
160 McTyere Ave.
Jackson Mississippi 39202
Project Number
20230809001

5/15/24

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00 01 07 SEALS PAGE
00 01 10 Table of Contents
00 01 15 LIST OF DRAWING SHEETS

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00 21 13 INSTRUCTIONS TO BIDDERS
00 21 15 INSTRUCTIONS FOR PREQUALIFICATION
00 25 13 PREBID MEETINGS
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00 43 73 PROPOSED SCHEDULE OF VALUES FORM
00 63 13.13 REQUEST FOR INTERPRETATION FORM (RFI), BIDDING PHASE
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SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION01 - GENERAL REQUIREMENTS

01 21 00 ALLOWANCES
01 22 00 UNIT PRICES
01 23 00 ALTERNATES
01 25 00 SUBSTITUTION PROCEDURES
01 26 00 CONTRACT MODIFICATION PROCEDURES
01 29 00 PAYMENT PROCEDURES
01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33 PHOTOGRAPHIC DOCUMENTATION
01 40 00 QUALITY REQUIREMENTS
01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 78 39 PROJECT RECORD DOCUMENTS

FACILITY CONSTRUCTION SUBGROUP

DIVISION03 - CONCRETE

03 30 00 CAST-IN-PLACE CONCRETE

DIVISION05 - METALS
05 01 70.63 DECORATIVE METAL REFINISHING

DIVISION06 - WOOD, PLASTICS, AND COMPOSITES
06 03 12 HISTORIC WOOD REPAIR

DIVISION07 - THERMAL AND MOISTURE PROTECTION
07 14 16 COLD FLUID-APPLIED WATERPROOFING

DIVISION08 - OPENINGS
08 01 52.61 WOOD WINDOW REPAIRS
0816 74 SLIDING COMPOSITE-FRAMED GLASS DOORS

08 54 13 FIBERGLASS WINDOWS

DIVISION09 - FINISHES
09 91 13 EXTERIOR PAINTING
09 91 23 INTERIOR PAINTING
09 96 53 ELASTOMERIC COATINGS

END OF TABLE OF CONTENTS

SECTION 000101 - PROJECT TITLE PAGE

PART 1 - GENERAL

1.1 PROJECT MANUAL

A. VOLUME 1.

1. The Barrington Exterior Refinishing
2. The Barrington.
3. Jackson, MS.
4. Architect Project No. 20230809001 .
5. Purser & Company, P
6. 160 McTyere Ave.
7. Jackson, MS 39202.
8. Phone: 601.506.9093.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 000101

DOCUMENT 000107 - SEALS PAGE

PART 1 - GENERAL

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect Firm:

1. Purser & Company PA.
2. MS - 5582.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 000107

DOCUMENT 000115 - LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 LIST OF DRAWINGS

A. List of Drawings: Drawings that will be enumerated in the Owner/Contractor Agreement as part of the Contract Documents are the following Drawings and other drawings of type indicated, as modified by subsequent Addenda and Modifications:

1.	G-000	Cover Sheet
2.	G-001	Reference
3.	AC101	Architectural Site Layout
4.	AD101	Demolition Sheet
5.	A-001	Composite Lower Floor Plans
6.	A-101	Floor Plans
7.	A-102	Floor Plans
8.	A-201	Building Elevations
9.	A-211	Enlarged Elevations
10.	A-321	Wall Sections
11.	A-549	Unit Pricing Terrace Replacements
12.	RA901	Existing Photos

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 000115

DOCUMENT 001116 - INVITATION TO BID

PART 1 - GENERAL

1.1 PROJECT INFORMATION

A. Notice to Bidders: Selected Bidders are invited to submit Bids for Project as described in this Document in accordance with the Instructions to Bidders.

B. Project Identification: The Barrington Exterior Refinishing - PN: 20230809001

1. Project Location: 1200 Meadowbrook Rd, Jackson, MS 39206.

C. Owner: THE BARRINGTON CONDOMINIUM ASSOCIATION, INC..

1. Owner's Representative: Lee Greer.

D. Architect: Purser & Company, PA.

E. Project Description: Project consists of Exterior repair including windows, doors, EIFS, sealants & Paint as well as repair to concrete parking deck and waterproofing.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Bid Submittal, Printed: Owner will receive sealed Bids until the bid time and date at the location indicated below. Owner will consider Bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: June 12th, 2024.
2. Bid Time: 2:00 p.m., local time.
3. Location: 1200 Meadowbrook Rd, Jackson, MS 39206,

4. Bids will be thereafter privately opened.

1.3 BID SECURITY

A. Submit bid security with each Bid in the stipulated form and in the amount identified in the Instructions to Bidders.

B. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETINGS

A. Prebid Meeting: See Document 002513 "Prebid Meetings."

B. Prebid Meeting, In Person: A prebid meeting for all Bidders will be held at 1200 Meadowbrook Rd, Jackson, MS 39206 on May 31st at 10:00 a.m., local time. Prospective prime Bidders are requested to attend.

C. Bidders' Questions: Architect will provide responses at Prebid conference to Bidders' questions received up to two business days prior to conference. Submit requests for clarification and interpretation using method indicated in Instructions to Bidders.

D. Site Walkthrough Meeting: A site walkthrough meeting for all Bidders will be held at Project location directly following the Prebid Meeting. Prospective prime Bidders are requested to attend.

1.5 BIDDING DOCUMENTS

A. Bidding Documents, Printed: Obtain after May 15th by contacting Purser & Company, PA @ bidding@purserandcompany.com. Documents will be provided to prime Bidders only. Only complete sets of documents will be issued.

1. Deposit: $150.00.
2. Shipping: Additional shipping charges of $35 will apply.

B. Bidding Documents, Electronic: Obtain access after May 15th by contacting bidding@purserandcompany.com. Online access will be provided to all registered Bidders and Sub-Bidders and suppliers through https://planroom.jaxblue.com/.

1.6 TIME OF COMPLETION

A. By submitting a Bid, Bidder represents that Bidder will begin the Work on receipt of the Notice to Proceed and will complete the Work within the Contract Time indicated in the Bidding Documents.

1.7 LIQUIDATED DAMAGES

A. Work is subject to liquidated damages.

1.8 BIDDER'S QUALIFICATIONS

A. Prequalification: Invited Bidders must have been prequalified by Owner prior to submission of Bids.

B. Licenses: Bidders must be properly licensed under the laws governing their respective trades.

C. Insurance and Bonds: A Performance Bond, separate Labor and Material Payment Bond, and insurance in a form acceptable to Owner will be required of the successful Bidder.

D. Contractor's Qualification Statement: A completed AIA Document A305, "Contractor's Qualification Statement," with all exhibits will be requested from one or more Bidders following receipt of Bids.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 001116

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701-2018, "Instructions to Bidders," is hereby incorporated into the Bidding Documents by reference.

1. A copy of AIA Document A701-2018, "Instructions to Bidders," is bound in this Project Manual.
2. Document 002213 "Supplementary Instructions to Bidders" is bound in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002113

DOCUMENT 002115 - INSTRUCTIONS FOR PREQUALIFICATION

PART 1 - GENERAL

1.1 PURPOSE, LAWS, AND REGULATIONS

A. The purpose of the Prequalification Procedure described in this Document is to provide Owner with a mechanism to evaluate and determine whether Prospective Bidders are qualified to participate in the construction of Project. Evaluation will be limited to that office of the Prospective Bidder that is proposed to perform the Work.

B. Prospective Bidders are required to comply with these Requirements for Prequalification. Only those Prospective Bidders who have complied with the Requirements for Prequalification and have been determined to be qualified will be eligible to submit construction bids on Project.

1.2 DEFINITIONS

A. Financial Statement: The requirement for submitting a financial statement as an attachment to AIA Document A305, "Contractor's Qualification Statement," is understood to mean a certified annual audit, prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A Reviewed Statement of Assets and Liabilities, prepared and signed by an independent certified public accountant, is also acceptable. A self-prepared annual compiled financial statement or balance sheet is unacceptable.

B. Prospective Bidder: A Prospective Bidder is a person or entity who submits a Submittal of Qualifications to Owner.

C. Project: Generally described in the Advertisement for Bids.

1.3 PREQUALIFICATION DOCUMENTS

A. Prequalification Documents: Consist of Document 001115 "Advertisement for Prequalification of Bidders," this "Instructions for Prequalification" Document, AIA Document A304-2023, "Request for Contractor's Qualifications," and AIA Document A305-2020, "Contractor's Qualification Statement," with required exhibits and additional documents issued by Owner.

B. Obtaining Prequalification Documents: Prospective Bidders may obtain complete sets of the Prequalification Documents from the issuing office designated in the Advertisement for Prequalification of Bidders. Prospective Bidders are to use complete sets of Prequalification Documents in preparing their submittal. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Prequalification Documents.

C. Interpretation or Correction of Prequalification Documents: If the Prospective Bidder is in doubt as to the interpretation of any part of the Prequalification Documents, or finds discrepancies in or omissions from any part of the Prequalification Documents, it must submit a written Request for Interpretation thereof no later than seven days prior to acceptance of Submittals of Qualifications. Address all communications to Owner.

1.4 PREQUALIFICATION PROCEDURES

A. Form of Prequalification Submittal:

1. Submittals of Prequalification must be submitted in duplicate on AIA Document A305-2020, "Contractor's Qualification Statement," properly executed and with all items filled out in ink or typed, and all additional data, attachments, and forms provided. Do not change or add words to the Qualification Statement or forms. All signatures must be original (and sealed if a corporation) and must be notarized and sealed by a Notary Public.
2. Complete and attach the exhibits to AIA Document A305 indicated on AIA Document A304-2023, "Request for Contractor's Qualifications."

B. Modification to Requirements for Prequalification:

1. Clarifications, alterations, or changes made by Owner to the Requirements for Prequalification are to be in writing only. Verbal information is not valid or binding.
2. Modifications will be mailed or delivered to those Prospective Bidders having obtained Prequalification Documents from the issuing office.

C. Submission of Prequalification Documents:

1. Each Submittal of Prequalification is to be delivered to the location indicated in the Advertisement for Prequalification on or before the day and hour set for receipt of submittals.
2. Submittal, Paper Copy: Each Submittal of Prequalification is to be submitted in an opaque, sealed envelope marked in the lower left-hand corner as follows:

    a. Bidder's Prequalification Statement for <**Insert name of Project**>.
    b. Prospective Bidder's name.
    c. Prospective Bidder's address, phone number, and email address.
    d. Contractor's license number.
    e. Date and time for submittal.
    f. If not delivered in person, this envelope is to be enclosed in a second envelope for posting to the location indicated for receipt of bids. This envelope is to be addressed as follows:

        1) Bidder's Prequalification Statement for <**Insert name of Project**>.
        2) Date and time for submittal.
        3) <**Insert Owner's name**>.
        4) <**Insert address**>.
        5) <**Insert city, state, and zip code**>.

6) Contractor's license number (In return address).

g. Include a completed copy of the Prequalification Checklist attached to the cover of the submittal.

3. It is the sole responsibility of the Prospective Bidder to ensure that its submittal is received by the submittal date and time. No faxed or e-mail submittal or modification of a submittal will be considered. No submittal submitted after the time fixed for receiving submittals will be considered; late submittals will be returned to the Prospective Bidder unopened.
4. Owner reserves the right to waive any informality and to request additional information from Prospective Bidders, at Owner's discretion.

D. Attachments:

1. Prospective Bidders are to complete all required forms and attachments described in the Prequalification Documents, entering "Not Applicable" where information does not apply. Absence of any of the forms included in the Prequalification Documents will be reason for possible disqualification.

E. Status of Prospective Bidders:

1. Proprietors submitting bids are to indicate their status as proprietors.
2. Prospective Bidders submitting qualifications for partnerships are to indicate their status as partners and submit a certified copy of the power of attorney authorizing the executor of the submittal to bind the partnership.
3. Prospective Bidders submitting qualifications for corporations are to indicate their status as corporations and submit a certified copy of the board of directors' authorization for the Prospective Bidder to bind the corporation, and affix the corporate seal on the submittal.
4. Prospective Bidders are to provide the following:

a. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
b. Name of jurisdiction where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in Project state at the time of executing the Contract.

1.5 WITHDRAWAL

A. A Qualification Statement may be withdrawn on personal request received from the Prospective Bidder.

1.6 PREQUALIFICATION CRITERIA

A. Prospective Bidders must demonstrate the following to the satisfaction of Owner:

1. Proper license under the laws and regulations governing their respective trade(s).

2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and insurance in a form acceptable to Owner in amounts adequate to bond the Work based on the scope indicated in the Advertisement for Prequalification.
3. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.
4. Work-in-hand capacity, such that the Prospective Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.
5. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.
6. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements; carry out required quality-control activities; properly prepare interim and final payment requests; and successfully complete Project closeout requirements.
7. Acceptable documentation of firm's ability to comply with Owner's Minority-owned business enterprise/woman-owned business enterprise (MBE/WBE) requirements. Prospective Bidders are to contact Owner to obtain copies of requirements.
8. Acceptable documentation of firm's employee screening practices as indicating by affidavit describing background check procedures for firm's employees and requirements for same incorporated in firm's subcontracts.

B. Consideration of qualifications may be withheld if the Qualification Statement shows any unexplained erasures, omissions, alterations of form, additions not called for, added restrictions or qualifying conditions, or other irregularities of any kind.

C. Owner may make such investigations as it deems necessary to determine the ability of the Prospective Bidder to perform the Work, and the Prospective Bidder is to furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Prospective Bidder fails to satisfy Owner that such Prospective Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which Bidders are prequalified is not protestable, except as allowed by law.

D. Prequalification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.

1.7 BONDS AND INSURANCE

A. The Prospective Bidder is to provide as part of the Submittal of Qualifications evidence of its ability to furnish below:

1. Performance Bond, a Payment Bond, and a Labor and Material Bond, each in the amount of 100 percent of the Contract Sum, with a corporate surety

authorized to transact business in Project's jurisdiction.

2. Satisfactory Certificates of Insurance in the amount and types required by statute, but not less than the following:

    a. Workers' Compensation insurance provisions: Statutory limits.
    b. Commercial General Liability insurance provisions: At limits established by Owner in Project Contract Documents and including below:

        1) EIFS endorsement or separate certificate.

1.8 ACCEPTANCE OF QUALIFICATIONS

A. Prospective Bidders will be notified of Owner's determination, within 14 days from the date of submission.

B. Evaluations will be confidential. Notifications will be publicly available information.

C. Owner may deny prequalification if it finds one or more of the following:

1. The Prospective Bidder does not have sufficient financial capacity to perform the Work.
2. The Prospective Bidder does not have the appropriate experience to perform the Work, including, but not limited to, having met the experience criteria set forth herein.
3. The Prospective Bidder or any officer, director, or owner thereof has had judgments entered against him within the past five years for the breach of contracts for governmental or nongovernmental construction work, including, but not limited to, design-build or construction-management contracts.
4. The Prospective Bidder has been in substantial noncompliance with the terms and conditions of prior construction with Owner, or in documented substantial noncompliance with the terms and conditions of prior construction with another public body without good cause.
5. The Prospective Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
6. The Prospective Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the Federal Government.
7. The Prospective Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to the six preceding subparagraphs.
8. The Prospective Bidder provides false, nonresponsive, misleading, or incomplete information for items required herein.

D. The acceptance of a Prospective Bidder's qualifications will be a Notice of Prequalification, signed by a duly authorized representative of Owner; no other act by Owner or its agents will constitute the acceptance of qualifications. The acceptance of a Prospective Bidder's qualifications by Owner does not constitute a contract or

promise to award a contract to the Prospective Bidder.

1.9 PROSPECTIVE BIDDER'S CHECKLIST

A. In an effort to assist the Prospective Bidder in properly completing all documentation required, the following checklist is provided for the Prospective Bidder's convenience. The Prospective Bidder is solely responsible for verifying compliance with prequalification requirements.

B. Attach this completed checklist to the outside of the submittal envelope.

1. Reviewed the Prequalification Documents, including the Advertisement for Prequalification, Request for Contractor's Qualifications, and these Instructions for Prequalification, prior to preparing this submittal.
2. Prepared AIA Document A305, "Contractor's Qualification Statement," as required by the document instructions and by the Instructions for Prequalification, including all attachments and data required as part of the Qualification Statement, properly notarized.
3. Attached:

    a. Copy of applicable Contractor's license(s).
    b. Affidavit of Employee Screening.
    c. Resumes of key individuals.
    d. Other attachments as described or as necessary to provide information required.

4. Envelope shows name and address of the Prospective Bidder.
5. Envelope shows the Prospective Bidder's Contractor's license number.
6. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide executed Performance Bond and Labor and Material Bond meeting requirements given in the Requirements for Prequalification.
7. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide Certificates of Insurance in the amounts indicated in the Requirements for Prequalification.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002115

DOCUMENT 002513 - PREBID MEETINGS

PART 1 - GENERAL

1.1 PREBID MEETING

A. Architect will conduct a prebid meeting as indicated below:

1. Meeting Date: May 31st.
2. Meeting Time: 2:00 p.m., local time.
3. Location, In-Person Meeting: 1200 Meadowbrook Rd, Jackson, MS 39206.
4. Information provided during Prebid Meeting does not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

B. Attendance:

1. Prime Bidders: Attendance at Prebid Meeting is recommended.
2. Subcontractors: Attendance at Prebid Meeting is recommended.
3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.

C. Bidder Questions: Submit written questions to be addressed at Prebid Meeting minimum of two business days prior to meeting.

1. Submit requests for clarification or interpretation using form bound in Project Manual.
2. Submit requests for substitution/prior approval using form bound in Project Manual.

D. Agenda: Prebid Meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:

1. Procurement and Contracting Requirements:

a. Advertisement for Bids.
b. Instructions to Bidders.
c. Bidder qualifications.
d. Bonding.
e. Insurance.
f. Bid security.
g. Bid Form and attachments.
h. Bid submittal requirements.
i. Bid Submittal Checklist.
j. Notice of Award.

2. Communication during Bidding Period:

a. Obtaining documents.
b. Access to Project web-based bidding management software site.
c. Bidder's Requests for Information.
d. Bidder's Substitution Request/Prior Approval Request.
e. Addenda.

3. Contracting Requirements:

a. Agreement.
b. The General Conditions.
c. The Supplementary Conditions.
d. Other Owner requirements.

4. Construction Documents:

a. Scope of Work.
b. Temporary facilities.
c. Use of site.
d. Work restrictions.
e. Alternates, allowances, and unit prices.
f. Substitutions following award.

5. Separate Contracts:

a. Work by Owner.
b. Work of other Contracts.

6. Schedule:

a. Project schedule.
b. Contract Time.
c. Liquidated damages.
d. Other Bidder questions.

7. Site/facility visit or walkthrough.
8. Post-meeting addendum.

E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

1. Sign-in Sheet: Minutes will include list of meeting attendees.
2. List of Planholders: Minutes will include list of planholders.

1.2 SITE WALKTHROUGH

A. Site walkthrough will be conducted by members of Project team following the Prebid

Meeting.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002513

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: The Barrington Exterior Refinishing.

C. Project Location: 1200 Meadowbrook Rd, Jackson, MS 39206.

D. Owner: THE BARRINGTON CONDOMINIUM ASSOCIATION, INC.

E. Owner Project Number: N/A.

F. Architect: Purser & Company, PA.

G. Architect Project Number: 20230809001.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Purser & Company, PA and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances indicated in Section 012100 "Allowances, necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars ($_____).
2. The above amount may be modified by amounts indicated by the Bidder under the "Unit Prices" Article,and,the "Alternates" Article below.

1.3 ALLOWANCES. Include the allowances below. Refer to section 012100-ALLOWANCES.

A. Allowance No. 1: Lump-Sum Allowance for EIFS Repair of Seventy-Five Thousand Dollars ($75,000.00).

B. Allowance No. 2: Lump-Sum Allowance for Wood Window Rebuild of Ninety Thousand Dollars ($90,000.00).

C. Allowance No. 3: Contingency Allowance for general construction of Seventy-Five Thousand Dollars ($75,000.00).

1.4 UNIT PRICES

A. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of the Work, as described in Section 012200 "Unit Prices" and if applicable for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.

B. If the Unit Price does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."

C. Unit-Price No. 1: Repair to EIFS surface finish.

1. _____ dollars ($_____) per unit.

D. Unit-Price No. 2: Repair to Wood Window structural members.

1. _____ dollars ($_____) per unit.

E. Unit-Price No. 3: Replacement of exterior patio door assembly including interior and exterior repair to finishes.

1. _____ dollars ($_____) per unit.

1.5 ALTERNATES

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.

B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."

C. If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."

D. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.

G. Alternate No. 1: Corner Terrace Windows:

1. ▢ ADD ▢ DEDUCT ▢ NO CHANGE ▢ NOT APPLICABLE.
2. _____ Dollars ($_____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

H. Alternate No. 2: Second Floor Parking Deck:

1. ▢ ADD ▢ DEDUCT ▢ NO CHANGE ▢ NOT APPLICABLE.
2. _____ Dollars ($_____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

I. Alternate No. 3: First Floor Parking Repair:

1. ▢ ADD ▢ DEDUCT ▢ NO CHANGE ▢ NOT APPLICABLE.
2. _____ Dollars ($_____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

J. Alternate No. 4: First Floor Parking Repair Extended Work:

1. ▢ ADD ▢ DEDUCT ▢ NO CHANGE ▢ NOT APPLICABLE.
2. _____ Dollars ($_____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.6 BID SECURITY

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached Bid Security, as liquidated damages for such failure as follows:

1. In the following amount constituting 5 percent of the Base Bid amount above:

a. _____ Dollars ($_____).

B. Form of Bid Security: Bidder has attached the following:

1. ▢ AIA Document A310-2010, "Bid Bond."
2. ▢ Cashier's check.
3. ▢ Certified check.

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

1.7 SUBCONTRACTORS AND SUPPLIERS

A. The following companies to execute subcontracts for the portions of the Work indicated:

1. Concrete Work:
   _____.
2. EIFS Work:
   _____.
3. Plumbing Work:
   _____.
4. Window Installer:
   _____.
5. Window Manufacturer:
   _____.

1.8 TIME OF COMPLETION

A. Time of Completion:

1. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and to substantially complete the Work within _____ calendar days.

1.9 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Jackson, MS, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____.

B. Submitted by: _____ (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed by: _____ (Type or print name).

E. Title: _____ (Owner/Partner/President/Vice President).

F. Witnessed by: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: _____ (Type or print name).

I. Attester Title: _____ (Corporate Secretary or Assistant Secretary).

J. Street Address:
_____.

K. City, State, Zip:
_____.

L. Phone:
_____.

M. License No.:
_____.

N. Federal ID No.:
_____.

O. (Affix Corporate Seal Here)

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

PART 1 - GENERAL

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including Alternates, in enough detail to facilitate continued evaluation of bid. Organize and label contents by section in accordance with the Project Manual table of contents.

1. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004373

DOCUMENT 006313.13 - REQUEST FOR INTERPRETATION FORM (RFI), BIDDING PHASE

PART 1 - GENERAL

1.1 SUMMARY

A. Bidders: Utilize this form to request information required for clarifications and interpretations of the Bidding Documents.

B. Refer to Document 002113 "Instructions to Bidders" for instructions for submittal of this form and for definitions used on this form.

C. Response to this request by the Architect will be in the form of a written Addendum issued to all Bidders. If response to request is not published, use specified product.

1.2 PROJECT INFORMATION

A. Project Name: The Barrington Exterior Refinishing.

B. Project Location: 1200 Meadowbrook Rd, Jackson, MS 39206.

C. Owner: THE BARRINGTON CONDOMINIUM ASSOCIATION, INC..

D. Owner Project Number: N/A.

E. Architect: Purser & Company, PA.

F. Architect Project Number: 20230809001.

1.3 BIDDING REQUEST INFORMATION

A. Bidder: _____. Email: _____.

B. Specification Section No.: _____.

C. Drawing Sheet/Detail Number: _____.

1.4 INQUIRY

A. Bidder's Inquiry:

_____

_____

_____

_____

_____

_____

_____

_____.

B. Signed:

_____

C. Date:

_____

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 006313.13

DOCUMENT 006313.16 - REQUEST FOR INTERPRETATION FORM (RFI), CONSTRUCTION PHASE

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor: Utilize this form to request information required by or clarifications of the Contract Documents.

B. Refer to Section 013100 "Project Management and Coordination" for instructions for submittal of this form and for definitions used on this form.

1.2 PROJECT INFORMATION

A. Project Name: The Barrington Exterior Refinishing

B. Project Location: 1200 Meadowbrook Rd, Jackson, MS 39206.

C. Owner: THE BARRINGTON CONDOMINIUM ASSOCIATION, INC.

D. Owner Project Number: N/A.

E. Architect: Purser & Company, PA.

F. Architect Project Number: 20230809001.

1.3 REQUEST INFORMATION

A. Contractor: _____. Email: _____.

B. Specification Section and Paragraph No.: _____.

C. Drawing Sheet/Detail Number: _____.

1.4 INQUIRY

A. Contractor's Inquiry:

_____

_____

_____

B. Contractor's Suggested Resolution:

_____

_____

_____

C. Attachments:

_____

_____

_____

D. Signed:

_____

E. Date:

_____

1.5 RESPONSE

A. Architect's Response:

_____

_____.

B. Signed:

_____

C. Date:

_____

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 006313.16

DRAFT AIA® Document A101® – 2017

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

AGREEMENT made as of the « 12th » day of « July » in the year « 2024 »
(In words, indicate day, month and year.)

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

« The Barrington Condominium Association, Inc. »« »
« 1200 Meadobrook Rd. »
« Jackson, MS 39206 »
« 601.981.7352 »

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

« »« »
« »
« »
« »

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

« The Barrington Exterior Refinishing »
« 1200 Meadowbrook Rd. »
« Jackson, MS 39206 »

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

« Purser & Company, PA »« »
« 160 McTytere Ave STE B »
« Jackson, MS 39202 »
« 601.506.9093 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

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

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« X »] Not later than « two hundred and seventy » (« 270 ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

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

~~Portion of Work~~	~~Substantial Completion Date~~

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« $500 per day »

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

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

~~« »~~

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 15 » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 28 » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » (« 45 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% of all costs »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Taxes, Bonds, & Insurances »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Retainage may be reduced to 2.5% after 70% of the work has been complete »

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

~~« »~~

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

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

§ 5.3 Interest

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

« 2.5 » % « two point five percent »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »

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« »
« »

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date
G-000 Cover Sheet G-001 Reference AC101 Architectural Site Layout AD101 Demolition Sheet A-001 Composite Lower Floor Plans A-101 Floor Plans A-102 Floor Plans A-201 Building Elevations A-211 Enlarged Elevations A-321 Wall Sections A-549 Unit Pricing Terrace Replacements RA201 New Elevation RA901 Existing Photos	The Barrington Exterior Refinishing Construction Documents	5/15/24

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.6 Specifications

Section	Title	Date	Pages
–Divisions 1-49	The Barrington Exterior Refinishing Specifications	5/15/24	155 Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

~~« »~~

[« »] ~~The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DRAFT AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« The Barrington Exterior Refinishing »
« 1200 Meadowbrook Rd, Jackson, MS 39206 »

THE OWNER:
(Name, legal status and address)

« The Barrington Condominium Association, Inc. »« »
« 1200 Meadowbrook Rd, Jackson, MS 39206 »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions~~, unless a different duration is stated below:~~
~~(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)~~

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§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « Two Million Dollars » ($ « 2,000,000.00 ») each occurrence, « One Million Dollars » ($ « 1,000,000.00 ») general aggregate, and « One Million Dollars » ($ « 1,000,000.00 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « Five Hundred Thousand Dollars » ($ « 500,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « One Hundred Thousand Dollars » ($ « 100,000.00 ») each accident, « One Hundred Thousand Dollars » ($ « 100,000.00 ») each employee, and « One Hundred Thousand Dollars » ($ « 100,000.00 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000.00 ») per claim and « One Million Dollars » ($ « 1,000,000.00 ») in the aggregate.

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

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~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)~~

~~« »~~

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« X »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions ~~unless otherwise set forth below:~~

~~*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

~~« »~~

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« X »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« X »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.
4. Contingency allowances.
5. Testing and inspecting allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.2 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes,freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.7 UNIT-COST ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes,freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and

accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes,freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.10 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.11 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials

and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Lump-Sum Allowance: Include the sum of $75,000.00 for EIFS repair.

1. This allowance includes material, receiving, handling, and installation costs, and Contractor overhead and profit.
2. Coordinate Lump-Sum Allowance and adjustments with unit-price requirements for EIFS repairs.

B. Allowance No. 2: Lump-Sum Allowance: Include the sum of $90,000.00 for Wood Window Structural repair.

1. This allowance includes material, receiving, handling, demolition, and re-installation costs, and Contractor overhead and profit.
2. Coordinate Lump-Sum Allowance and adjustments with unit-price requirements for Wood Window repairs

C. Allowance No. 3: Contingency Allowance: Include a contingency allowance of $75,000.00 for use according to Architect’s written instructions.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.2 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes,overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Repair to EIFS surface finish

1. Description: Removing delaminated and unadhered surface material and installing new mesh, base coats, and finish coats to blend in with adjacent finishes.
2. Unit of Measurement: Square Foot of surface area based on viewership from 50 feet away.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price No. 2: Repair to Wood Window Structural Members

1. Description: Removing Wood Window unit; milling new replacement member in whole; joining newly milled members to unit and reinstalling unit.
2. Unit of Measurement: Per Window.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

C. Unit Price No. 3: Replace existing Unit Price Main Terraces on sheet A-549

1. Description: Price demolition and installation of new Terrace units as alternate.
2. Unit of Measurement: Per Terrace.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Unit Price Terraces.

1. Base Bid: No Central Terrace Units per sheet A-549 to be included.
2. Alternate: Include replacement of Central Terrace Units per sheet A-549.

B. Alternate No. 2: Second Floor Parking Deck.

1. Base Bid: No work in this area per notes on A-001/2.
2. Alternate: Include all work noted per notes on A-001/2 for the installation of water barriers at the second floor exterior parking deck.

C. Alternate No. 3: New Concrete at Southwest corner of first level parking garage.

1. Base Bid: No work in this area per notes on A-001/1.
2. Alternate: Include all work noted per notes on A-001/1 for the repair of concrete at the southwest corner of the lower level parking garage.

D. Alternate No. 4: New Concrete and wall assemblies at Southwest corner of first level parking garage.

1. Base Bid: No work in this area per notes on A-001/1.
2. Alternate: Include all work noted per notes on A-001/1 for the repair of concrete and walls at the southwest corner of the lower level parking garage.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form acceptable to Architect.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and

review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Requested substitution provides sustainable design characteristics that specified product provided for compliance with LEED requirements.
    c. Requested substitution provides sustainable design characteristics that specified product provided for compliance with IgCC requirements.
    d. Requested substitution provides sustainable design characteristics that specified product provided for compliance with ASHRAE 189.1 requirements.
    e. Requested substitution provides sustainable design characteristics that specified product provided for compliance with Green Globes requirements.
    f. Substitution request is fully documented and properly submitted.
    g. Requested substitution will not adversely affect Contractor's construction schedule.
    h. Requested substitution has received necessary approvals of authorities having jurisdiction.
    i. Requested substitution is compatible with other portions of the Work.
    j. Requested substitution has been coordinated with other portions of the Work.
    k. Requested substitution provides specified warranty.
    l. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience:

1. Not allowed unless otherwise indicated.
2. Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

    a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

        1) Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by

Owner, and similar considerations.

2) Requested substitution does not require extensive revisions to the Contract Documents.
3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
4) Requested substitution provides sustainable design characteristics that specified product provided for compliance with LEED requirements.
5) Requested substitution provides sustainable design characteristics that specified product provided for compliance with IgCC requirements.
6) Requested substitution provides sustainable design characteristics that specified product provided for compliance with ASHRAE 189.1 requirements.
7) Requested substitution provides sustainable design characteristics that specified product provided for compliance with Green Globes requirements.
8) Substitution request is fully documented and properly submitted.
9) Requested substitution will not adversely affect Contractor's construction schedule.
10) Requested substitution has received necessary approvals of authorities having jurisdiction.
11) Requested substitution is compatible with other portions of the Work.
12) Requested substitution has been coordinated with other portions of the Work.
13) Requested substitution provides specified warranty.
14) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 WORK CHANGE DIRECTIVE

A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Owner's name.
    c. Owner's Project number.
    d. Name of Architect.
    e. Architect's Project number.
    f. Contractor's name and address.
    g. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the

Contract Sum.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site.

5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
6. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Architect by the 15th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

    1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

    1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
    2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
    3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
    4. Indicate separate amounts for work being carried out under Owner-requested

project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit 1 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final)

incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

5. Products list (preliminary if not final).
6. Sustainable design action plans, including preliminary project materials cost data.
7. Schedule of unit prices.
8. Submittal schedule (preliminary if not final).
9. List of Contractor's staff assignments.
10. List of Contractor's principal consultants.
11. Copies of building permits.
12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
13. Initial progress report.
14. Report of preconstruction conference.
15. Certificates of insurance and insurance policies.
16. Performance and payment bonds.
17. Data needed to acquire Owner's insurance.

J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

    a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706.
6. AIA Document G706A.
7. AIA Document G707.
8. Evidence that claims have been settled.
9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.
2. PDF file.
3. Two paper copies, of sufficient size to display entire period or schedule, as required.

B. Startup construction schedule.

1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports to contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at monthly intervals.

H. Material Location Reports: Submit at monthly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Unusual Event Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.4 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing,work stages,area separations,interim milestones,and,partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that is capable of managing construction schedules.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date

of Final Completion.

1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Temporary Facilities: Indicate start and completion dates for the following as applicable:

    a. Securing of approvals and permits required for performance of the Work.
    b. Temporary facilities.
    c. Construction of mock-ups, prototypes and samples.
    d. Owner interfaces and furnishing of items.
    e. Interfaces with Separate Contracts.
    f. Regulatory agency approvals.
    g. Punch list.

3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
6. Commissioning Time: Include no fewer than 15 days for commissioning.
7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
8. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated

stipulate the earliest possible delivery date.

6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Building flush-out.
    m. Startup and placement into final use and operation.
    n. Commissioning.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Temporary enclosure and space conditioning.
    c. Permanent space enclosure.
    d. Completion of mechanical installation.
    e. Completion of electrical installation.
    f. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Final Completion percentage for each activity.

H. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.

16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List to be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Time-lapse sequence construction photographs.
5. Final Completion construction photographs.
6. Preconstruction video recordings.
7. Periodic construction video recordings.
8. Time-lapse sequence construction video recordings.
9. Construction webcam.

1.2 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Video Recordings: Submit video recordings within seven days of recording.

1. Submit video recordings by uploading to web-based Project management software site. Include copy of key plan indicating each video's location and direction.
2. Identification: With each submittal, provide the following information in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.3 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date and sequential numbering suffix.

1.4 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.

1. Flag construction limits before taking construction photographs.
2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Underground utilities.
2. Underslab services.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.

E. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

F. Final Completion Construction Photographs: Take 50 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

G. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

a. Special events planned at Project site.
b. Immediate follow-up when on-site events result in construction damage or losses.
c. Photographs are to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
d. Substantial Completion of a major phase or component of the Work.
e. Extra record photographs at time of final acceptance.
f. Owner's request for special publicity photographs.

1.5 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.

B. Narration: Describe scenes on video recording by audio narration by microphone while,or,dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.

1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.

C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Section 012100 "Allowances" for testing and inspection allowances.

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

    a. Verify selections made under Sample submittals.
    b. Demonstrate aesthetic effects.
    c. Demonstrate the qualities of products and workmanship.
    d. Demonstrate successful installation of interfaces between components and systems.
    e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to

testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and

inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor's Responsibilities:

    a. Provide test specimens representative of proposed products and construction.
    b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    d. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
    e. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect 7 days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before

starting corresponding Work, fabrication, or construction.

a. Allow 7 days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

L. Specialty Mockups: See Section 014339 "Mockups" for additional construction requirements for **integrated exterior mockups.**

QUALITY CONTROL

1.10

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.

a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by

testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect'sand,authorities' having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition,and,construction waste.
2. Recycling nonhazardous demolition,and,construction waste.
3. Disposing of nonhazardous demolition,and,construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner’s property.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

A. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.

B. Refrigerant Recovery Technician Qualifications: Type I certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

1.7 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

PART 2 - PRODUCTS

2.1 RECYCLING RECEIVERS AND PROCESSORS

A. Subject to compliance with requirements, available recycling receivers and processors include, but are not limited to, the following:

2.2 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 25 percent by weight of total nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

1. Demolition Waste:

a. Asphalt paving.
b. Concrete.
c. Concrete reinforcing steel.
d. Brick.
e. Concrete masonry units.
f. Wood studs.
g. Wood joists.
h. Plywood and oriented strand board.
i. Wood paneling.
j. Wood trim.
k. Structural and miscellaneous steel.
l. Rough hardware.
m. Roofing.
n. Insulation.
o. Doors and frames.
p. Door hardware.
q. Windows.
r. Glazing.
s. Metal studs.
t. Gypsum board.
u. Acoustical tile and panels.
v. Carpet.
w. Carpet pad.
x. Demountable partitions.
y. Equipment.
z. Cabinets.
aa. Plumbing fixtures.
bb. Piping.
cc. Supports and hangers.
dd. Valves.
ee. Sprinklers.
ff. Mechanical equipment.
gg. Refrigerants.
hh. Electrical conduit.
ii. Copper wiring.
jj. Lighting fixtures.

kk. Lamps.
ll. Ballasts.
mm. Electrical devices.
nn. Switchgear and panelboards.
oo. Transformers.

2. Construction Waste:

a. Masonry and CMU.
b. Lumber.
c. Wood sheet materials.
d. Wood trim.
e. Metals.
f. Roofing.
g. Insulation.
h. Carpet and pad.
i. Gypsum board.
j. Piping.
k. Electrical conduit.
l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:

1) Paper.
2) Cardboard.
3) Boxes.
4) Plastic sheet and film.
5) Polystyrene packaging.
6) Wood crates.
7) Wood pallets.
8) Plastic pails.

m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:

1) Paper.
2) Aluminum cans.
3) Glass containers.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste

management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within 3 days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

E. Waste Management in Historic Zones or Areas: Transportation equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches or more.

3.2 SALVAGING DEMOLITION WASTE

A. Comply with requirements or salvaging demolition waste.

B. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

C. Salvaged Items for **Sale And Donation**: Not **Permitted** on Project site.

D. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area **designated by Owner**.
5. Protect items from damage during transport and storage.

DI. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

DII. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

DIII. Plumbing Fixtures: Separate by type and size.

DIV. Lighting Fixtures: Separate lamps by type and protect from breakage.

DV. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING **DEMOLITION AND CONSTRUCTION** WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall **accrue to Contractor**.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of

remaining trees.

4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.4 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Grind asphalt to maximum [1-1/2-inch][4-inch] size.

1. Crush asphaltic concrete paving and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.

B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum [1-1/2-inch][4-inch] size.
2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.

D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum [3/4-inch][1-inch][1-1/2-inch][4-inch] size.

   a. Crush masonry and screen to comply with requirements in Section 312000 "Earth Moving" for use as [**general fill**][**satisfactory soil for fill or subbase**].
   b. Crush masonry and screen to comply with requirements in Section 329300 "Plants" for use as mineral mulch.

2. Clean and stack undamaged, whole masonry units on wood pallets.

E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

F. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

H. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

J. Metal Suspension System: Separate metal members, including trim and other metals from acoustical panels and tile, and sort with other metals.

K. Carpet[and Pad]: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet[and pad] in a closed container or trailer provided by carpet reclamation agency or carpet recycler.

L. Carpet Tile: Remove debris, trash, and adhesive.

1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.

M. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.

N. Conduit: Reduce conduit to straight lengths and store by material and size.

O. Lamps: Separate lamps by type and store according to requirements in 40 CFR 273.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

a. Comply with requirements in Section 329300 "Plants" for use of clean sawdust as organic mulch.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.

D. Paint: Seal containers and store by type.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner’s property.

C. Burning: Do not burn waste materials.

D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

3.7 ATTACHMENTS

A. Form CWM-1 for construction waste identification.

B. Form CWM-2 for demolition waste identification.

C. Form CWM-3 for construction waste reduction work plan.

D. Form CWM-4 for demolition waste reduction work plan.

E. Form CWM-5 for cost/revenue analysis of construction waste reduction work plan.

F. Form CWM-6 for cost/revenue analysis of demolition waste reduction work plan.

G. Form CWM-7 for construction waste reduction progress report.

H. Form CWM-8 for demolition waste reduction progress report.

END OF SECTION 017419

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:

1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use

personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
4. Refer instances of uncertainty to Architect for resolution.
5. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

1.4 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart

from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete standards.
2. Concrete materials.
3. Admixtures.
4. Fiber reinforcement.
5. Vapor retarders.
6. Floor and slab treatments.
7. Liquid floor treatments.
8. Curing materials.
9. Accessories.
10. Repair materials.
11. Concrete mixture materials.
12. Concrete mixture class types.
13. Concrete mixing.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:

1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral fillers.

10. Admixtures:

    a. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.

11. Color pigments.
12. Fiber reinforcement.
13. Vapor retarders.
14. Floor and slab treatments.
15. Liquid floor treatments.
16. Curing materials.

    a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.

17. Joint fillers.
18. Repair materials.

B. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

    a. Location of construction joints is subject to approval of the Architect.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.5 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 as follows:

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCRETE STANDARDS

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type III, [gray][white].
2. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
3. Ground Glass Pozzolan: ASTM C1866/C1866M, Type GS or GE.

C. Normal-Weight Aggregates:

1. Fine Aggregate: ASTM C33/C33M.

2.3 FIBER REINFORCEMENT

A. Carbon-Steel-Wire Fiber: ASTM A820/A820M, Type 1, cold-drawn wire, deformed, minimum of 2 inches long, with an aspect ratio of 35 to 40.

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

a. Bekaert
b. Euclid Chemical Company (The); a subsidiary of RPM International, Inc.
c. FullForce by ABC Polymer Industries, LLC
d. Sika Corporation

2.4 CONCRETE MIXTURE CLASS TYPES

A. Class F: Normal-weight concrete used for concrete toppings.

1. Exposure Class: ACI 318 Class F1.
2. Minimum Compressive Strength: 4500 psi at 28 days.
3. Maximum w/cm Ratio: 0.55.
4. Slump Limit: maximum 9 inches, plus or minus 1.5 inches for concrete .

a. Exposure Class F1: 5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size.

5. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.

a. Total air content must not to exceed 3 percent for concrete used in trowel-finished floors.

6. Steel-Fiber Reinforcement: Add to concrete mixture, in accordance with manufacturer's written instructions, at a rate of 50 lb/cu. yd..

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish delivery ticket.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories,

reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 TOLERANCES

A. Comply with ACI 117.

3.4 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install reglets to receive waterproofing and through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.5 INSTALLATION OF CAST-IN-PLACE CONCRETE

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete

delivery ticket.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.6 INSTALLATION OF CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to meet specification requirements.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities,

cracks in excess of 0.01 inch spalls, air bubbles exceeding surface finish limits, honeycombs, rock pockets, fins and other projections on the surface exceeding surface finish limits, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

    a. Limit cut depth to 3/4 inch.
    b. Make edges of cuts perpendicular to concrete surface.
    c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    d. Fill and compact with patching mortar before bonding agent has dried.
    e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

    a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    b. Compact mortar in place and match surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance, as determined by Architect.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by adding patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

    a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

   a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
   b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.

   a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
   b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
   c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
   d. Place, compact, and finish to blend with adjacent finished concrete.
   e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.

   a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
   b. Dampen cleaned concrete surfaces and apply bonding agent.
   c. Place patching mortar before bonding agent has dried.
   d. Compact patching mortar and finish to match adjacent concrete.
   e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.7 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary

covering, recommended in writing by liquid floor treatments installer.

8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using floor slab protective covering.

END OF SECTION 033000

SECTION 050170.63 - DECORATIVE METAL REFINISHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes refinishing bare decorative metal surfaces as follows:

1. Refinishing metal in place.
2. Removing metal for shop refinishing; reinstalling refinished metal.
3. Integral metal finishes.
4. Clear protective coatings.

1.2 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

B. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.

C. High-Pressure Spray: 800 to 1200 psi; 4 to 6 gpm.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for product application and use.
2. Include test data substantiating that products comply with requirements.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For decorative metal refinishing specialist.

1.5 QUALITY ASSURANCE

A. Decorative Metal Refinishing Specialist Qualifications: A qualified decorative metal refinishing specialist.

B. Mockups: Prepare mockups of decorative metal refinishing processes on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution. Prepare mockups so they are inconspicuous.

1. Refinishing Decorative Metal: Refinish one decorative <**Insert item description**> for each type of metal indicated to be refinished.
2. Approval of mockups does not constitute approval of deviations from the

Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Pack, deliver, and store decorative metal items in suitable packs, heavy-duty cartons, or wooden crates; surround with sufficient packing material to ensure that products are not deformed, cracked, or otherwise damaged.

B. Store decorative metal inside a well-ventilated area, away from uncured concrete and masonry and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

C. Protect strippable protective covering on decorative metal from exposure to sunlight and high humidity, except to the extent necessary for the period of decorative metal installation.

1.7 FIELD CONDITIONS

A. Weather Limitations: Proceed with decorative metal refinishing only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

PART 2 - PRODUCTS

2.1 PREPARATORY CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

C. Abrasive Materials:

1. Abrasive Pads for Copper-Alloy Cleaning: Extra-fine bronze wool or plastic abrasive pads.
2. Abrasives for Ferrous Metal Cleaning: Aluminum oxide paper, emery paper, fine steel wool, steel scrapers, and steel-wire brushes of various sizes.

2.2 PROTECTIVE COATING MATERIALS

A. Organic Coating: Clear, waterborne, air-drying, acrylic lacquer called "Incralac"; specially developed for coating copper-alloy products; consisting of a solution of methyl methacrylate copolymer with benzotriazole UV inhibitor.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Flitz Brass and Copper Tarnish Remover or comparable product by one of the following:

    a. StanChem, Inc.
    b. TALAS

B. Copper-Alloy Corrosion Inhibitor: Solution of [1][to][3]<Insert number> percent benzotriazole in water.

2.3 MISCELLANEOUS MATERIALS

A. Masking Tape: Nonstaining, nonabsorbent material; compatible with chemical solutions being used and substrate surfaces, and that will easily come off entirely, including adhesive.

B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Little possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could do the following:

    a. Remove, alter, or in any way harm the present or future condition of existing surfaces, including surrounding surfaces not in the Contract.
    b. Leave an unintended residue on surfaces.

2.4 FINISHES, GENERAL

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 COPPER-ALLOY FINISHES

A. General: Finish designations for copper alloys comply with the system defined in NAAMM's "Metal Finishes Manual for Architectural and Metal Products (AMP 500-06)."

B. Buffed Finish: M21 (Mechanical Finish: buffed, smooth specular).

PART 3 - EXECUTION

3.1 PROTECTION

A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proved to resist chemical solutions being used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Do not apply chemical solutions during winds of enough force to spread them to unprotected surfaces.
3. Neutralize alkaline and acid wastes before disposal.
4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

3.2 DECORATIVE METAL REFINISHING, GENERAL

A. Refinishing Appearance Standard: Refinished surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

B. Execution of the Work: In refinishing items, disturb remaining existing work as minimally as possible and as follows:

1. Remove dirt and corrosion.
2. Sequence work to minimize time before protective coatings are reapplied.
3. Refinish items in place where possible and according to required appearance.

C. Repair Finish of Decorative Metal Item: Restore areas of deteriorated or missing finish on item and blend restored finish with existing, adjacent finish, including integral polished and patinated finishes.

3.3 PREPARATORY CLEANING

A. General: Use those methods indicated for each type of decorative metal and its location.

1. Brushes: If using wire brushes, use brushes of same base metal composition as metal being treated. Use brushes that are resistant to chemicals being used.
2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that spray methods do not damage surfaces.

a. Equip units with pressure gages.
b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.

3. Uniformity: Perform each cleaning method in a manner that results in uniform coverage of all surfaces, including corners, contours, and interstices, and that produces an even effect without streaks or damaging surfaces.
4. Protection: After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

B. Water Cleaning: Clean with cold water applied by low-pressure spray. Supplement with natural-fiber,or,plastic-bristle brush. Use small brushes to remove soil from joints and crevices.

C. Cleaning with Abrasive Pads: Clean surfaces to remove dirt by light rubbing with abrasive pads and water. Rinse with cold water to remove residue. Apply rinse by low-pressure spray.

3.4 PROTECTIVE COATING

A. Protective Organic Coating: Pretreat cleaned copper-alloy surfaces with copper-alloy corrosion inhibitor, wipe off excess with ethanol-saturated rag, and allow surface to dry. If fresh corrosion appears, repeat process. Apply organic coating to produce uniform appearance without runs or other surface imperfections.

1. Clean and dry surface being coated.
2. Apply two uniform coats by air-spray method according to manufacturer's written instructions, with interim drying between coats.
3. Apply coating to a total dry film thickness of 1 mil.
4. Protect coated surface from contamination until fully cured.

3.5 REMOVAL, REPAIR, AND REINSTALLATION

A. General: Perform removal, repair, and reinstallation work as required in Section 024119 "Selective Demolition" and Section 050170.61 "Decorative Metal Repair."

END OF SECTION 050170.63

SECTION 060312 - HISTORIC WOOD REPAIR

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes historic treatment of wood in the form of repairing wood features as follows:

1. Repairing wood paneling,built-in shelving,mantles,columns,and,trim.
2. Replacing wood paneling,built-in shelving,mantles,columns,and,trim.
3. Repairing, refinishing, and replacing hardware.

1.2 ALLOWANCES

A. See Section 012100 "Allowances" for description of allowances affecting items specified in this Section.

1. Notify Architect weekly of extent of work performed that is attributable to quantity allowances.
2. Perform work that exceeds quantity allowances only as authorized by Change Orders.

1.3 UNIT PRICES

A. See Section 012200 "Unit Prices" for description of unit prices affecting items specified in this Section.

1. Unit prices apply to authorized work covered by quantity allowances.
2. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.

1.4 SEQUENCING AND SCHEDULING

A. Perform historic wood repair in the following sequence, which includes work specified in this and other Sections:

1. Before removing wood components for on-site or off-site repair, tag each component with location-identification numbers. Indicate on tags and building plans the locations of each component, such as "Baseboard on North Side of Room 101."
2. Dismantle hardware and tag with location-identification numbers.
3. In the shop, label each repaired component and whole or partial replacement with permanent location-identification number in inconspicuous location and remove site-applied tags.

4. Sort units by condition, separating those that need extensive repair.
5. Clean surfaces.
6. General Wood-Repair Sequence:

    a. Remove paint to bare wood.
    b. Repair wood by consolidation, replacement, partial replacement, and patching.
    c. Sand, prime, fill, sand again, and prime surfaces again for refinishing.

7. Repair, refinish, and replace hardware if required. Reinstall operating hardware.
8. Reinstall components.
9. Apply finish coats.
10. Install remaining hardware.

1.5 QUALITY ASSURANCE

A. Wood Historic Treatment Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for historic treatment work, including protection of surrounding materials and Project site.

1. If materials and methods other than those indicated are proposed for any phase of historic treatment work, add a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Pack, deliver, and store products in suitable packs, heavy-duty cartons, or wooden crates; surround with sufficient packing material to ensure that products will not be deformed, broken, or otherwise damaged.

B. Until installed, store products inside a well-ventilated area and protect from weather, moisture, soiling, abrasion, extreme temperatures, and humidity, and where environmental conditions comply with manufacturer's requirements.

1.7 FIELD CONDITIONS

A. Weather Limitations: Proceed with historic wood repair only when existing and forecasted weather conditions are within environmental limits set by each manufacturer's written instructions and specified requirements.

PART 2 - PRODUCTS

2.1 HISTORIC WOOD REPAIR QUALITY STANDARD

A. Quality Standard: Comply with applicable requirements in Section 12, "Historic

Restoration Work," and related requirements in AWMAC/WI's "North American Architectural Woodwork Standards" for construction, finishes, grade rules, and other requirements unless otherwise indicated.

1. Exception: Industry practices cited in Section 12, Paragraph 6, "Industry Practices," under Article 12.1, "Basic Considerations," of AWMAC/WI's "North American Architectural Woodwork Standards" do not apply to the Work of this Section.

2.2 REPLICATED WOOD ITEMS

A. Replicated Wood (Paneling) (Insert item): Custom-fabricated replacement wood units and components, with operating and latching hardware.

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

    a. Adams Architectural Millwork Co.; Dubuque Sash & Door Mfg.
    b. Allegheny Restoration & Builders Inc.
    c. Historic Structures
    d. History Wood Window Restoration
    e. Honeoye Falls Millwork
    f. Olek Lejbzon & Co.
    g. Traditional Builders Inc.
    h. Weston Millwork Company
    i. Wood Window Workshop

2. Joint Construction: Joints matching existing joints.
3. Wood Species: Match species of existing wood.
4. Wood Cut: Match cut of existing wood.
5. Wood Member and Trim Profiles: Match profiles and detail of existing.
6. Hardware: Reuse existing unless otherwise indicated.

2.3 WOOD-REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide.

1. Species: Match species of each existing type of wood component or assembly unless otherwise indicated.

B. Paneling,Built-in Shelving: Match existing species.

C. Exterior Trim: Match existing species.

D. Interior Trim: Match existing species.

2.4 WOOD-REPAIR MATERIALS

A. Source Limitations: Obtain wood consolidant and wood-patching compound from single source from single manufacturer.

B. Wood-Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound must be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound must be capable of filling deep holes and spreading to featheredge.

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

    a. Abatron, Inc
    b. Advanced Repair Technology, Inc.
    c. ConServ Epoxy LLC
    d. Gougeon Brothers, Inc.
    e. Polymeric Systems, Inc
    f. Protective Coating Company
    g. System Three Resins, Inc.

2.5 MISCELLANEOUS MATERIALS

A. Cleaning Materials:

1. Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 1/2 cup of laundry detergent that contains no ammonia, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for each 5 gal. of solution required.
2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup of household detergent that contains no ammonia, 1 quart of 5 percent sodium hypochlorite bleach, and 3 quarts of warm water.

B. Adhesives: Wood adhesives with minimum 15- to 45-minute cure at 70 deg F, in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair and exposure condition.

C. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.

1. Match existing fasteners in material and type of fastener unless otherwise indicated.
2. Use concealed fasteners for interconnecting wood components.
3. Use concealed fasteners for attaching items to other work unless exposed fasteners are the existing fastening method.
4. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.

5. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
6. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.

2.6 WOOD FINISHES

A. Unfinished Replacement Units: Provide exposed interior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

B. Factory-Primed Replacement Units: Manufacturer's standard factory-prime coat on exposed interior wood surfaces; compatible with indicated finish coating.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect adjacent materials from damage by historic wood repair.

B. Clean wood of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.

C. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.2 HISTORIC WOOD REPAIR, GENERAL

A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from 5 ft. away for interior work and from [20 ft.][50 ft.]<Insert distance> away for exterior work.

B. General: In treating historic items, disturb them as minimally as possible and as follows:

1. Stabilize and repair wood to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
2. Remove coatings and apply borate preservative treatment before repair. Remove coatings in accordance with Section 090391 "Historic Treatment of Plain Painting" unless otherwise indicated.
3. Repair items in place where possible.
4. Install temporary protective measures to protect wood-treatment work that is indicated to be completed later.
5. Refinish historic wood in accordance with Section 090391 "Historic Treatment of Plain Painting" unless otherwise indicated.

C. Mechanical Abrasion: Where mechanical abrasion is needed for the Work, use only the gentlest mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail. Do not use abrasive methods, such as sanding, wire brushing, or power tools, except as indicated as part of the historic treatment program and as approved by Architect.

D. Repair and Refinish Existing Hardware: Dismantle hardware; strip paint, repair, and refinish it to match finish samples; and lubricate moving parts just enough to function smoothly.

E. Repair Wood: Match existing materials and features, retaining as much original material as possible to perform repairs.

1. Unless otherwise indicated, repair wood by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
2. Where indicated, repair wood by limited replacement matching existing material.

F. Replace Wood: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.

1. Do not use substitute materials unless otherwise indicated.
2. Compatible substitute materials may be used.

G. Identify removed items with numbering system corresponding to item locations, to ensure reinstallation in same location. Key items to Drawings showing location of each removed unit. Permanently label units in a location that will be concealed after reinstallation.

3.3 WOOD PATCH-TYPE REPAIR

A. General: Patch wood that exhibits depressions, holes, or similar voids, and that has limited amounts of rotted or decayed wood.

1. Verify that surfaces are sufficiently clean and free of paint residue prior to patching.
2. Treat wood with wood consolidant prior to application of patching compound. Coat wood surfaces by brushing, applying multiple coats until wood is saturated and refuses to absorb more. Allow treatment to harden before filling void with patching compound.
3. Remove rotted or decayed wood down to sound wood.

B. Apply borate preservative treatment to accessible surfaces either before applying wood consolidant or after removing rotted or decayed wood. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom. Allow treatment to dry.

C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.

1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
2. Mix only as much patching compound as can be applied according to manufacturer's written instructions.
3. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
4. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.
5. Clean spilled compound from adjacent materials immediately.

3.4 WOOD-REPLACEMENT REPAIR

A. General: Replace parts of or entire wood items at locations where damage is too extensive to patch.

1. Remove surface-attached items from wood surface before performing wood-replacement repairs unless otherwise indicated.
2. Verify that surfaces are sufficiently clean and free of paint residue prior to repair.
3. Remove broken, rotted, and decayed wood down to sound wood.
4. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.
5. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.

B. Apply borate preservative treatment to accessible surfaces after replacements are made. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.

C. Repair remaining depressions, holes, or similar voids with patch-type repairs.

D. Clean spilled materials from adjacent surfaces immediately.

E. Reinstall items removed for repair into original locations.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage wood-repair-material manufacturers' factory-authorized service representatives for consultation and Project-site inspection, and provide on-site assistance when requested by Architect.

3.6 ADJUSTMENT

A. Adjust existing and replacement operating items, hardware, and accessories for a tight fit at contact points and for smooth operation and tight closure. Lubricate hardware and moving parts.

3.7 CLEANING AND PROTECTION

A. Protect wood surfaces from contact with contaminating substances resulting from construction operations. Monitor wood surfaces adjacent to and below exterior concrete and masonry during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances contact wood surfaces, remove contaminants immediately.

B. Clean exposed surfaces immediately after historic wood repair. Avoid damage to coatings and finishes. Remove excess sealants, patching materials, dirt, and other substances.

END OF SECTION 060312

SECTION 071416 - COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyurethane waterproofing.
2. Accessory waterproofing system materials.
3. Protection course.
4. Electronic leak detection (ELD) materials.

B. Related Requirements:

1. Section 071800 "Traffic Coatings" for exposed, fluid-applied membrane with an integral wearing surface.
2. Section 072100 "Thermal Insulation" for below-grade foundation insulation.
3. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
4. Section 079513.16 "Exterior Expansion Joint Cover Assemblies" for exterior expansion-joint assemblies that interface with waterproofing.
5. Section 079513.19 "Parking Deck Expansion Joint Cover Assemblies" for deck expansion-joint assemblies that interface with waterproofing.
6. Section 221423 "Storm Drainage Piping Specialties" for plaza-deck drains.
7. Section 321400 "Unit Paving" for plaza-deck pavers set on setting beds.
8. Section 334600 "Subdrainage" for molded-sheet drainage panels.

1.2 DEFINITIONS

A. Compatible: Material that will not adversely affect adjacent materials, is chemically compatible with adjacent materials, and where required for bond, achieves adhesive compatibility with adjacent materials.

B. Chemical Compatibility: Material that will not break down, deteriorate, degrade, or prematurely fail when in contact with another material. Material that will not cause chemical breakdown, deterioration, degradation, staining, or premature failure of another material.

C. Adhesive Compatibility: Material that will develop bond strength or provide a suitable surface for another material to develop bond strength complying with requirements when in contact with another material.

1.3 COORDINATION

A. Coordinate Work under this Section with adjacent concrete foundation work, including

fill, other waterproofing systems.

B. Coordinate requirements for concrete formwork to provide suitable substrate for waterproofing and to minimize penetrations in waterproofing.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.

B. Shop Drawings:

1. Indicate locations and extent of waterproofing.
2. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, expansion-joint conditions, tie-ins with adjoining waterproofing, and other termination conditions.
3. Include setting drawings indicating layout, sizes, sections, profiles, and joint details of pedestal-supported concrete pavers.

C. Samples: For the following materials:

1. Cured sample of waterproofing membrane on suitable rigid substrate, 8 by 8 inches.
2. Flashing sheet, 8 by 8 inches.
3. Membrane-reinforcing fabric, 8 by 8 inches.

1.5 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer. Protect stored materials in accordance with manufacturer's written instructions.

B. Remove and replace materials that cannot be applied within their stated shelf life.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer.

1. Do not apply waterproofing to frozen, damp, or wet substrates, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
2. Do not apply waterproofing when snow, rain, fog, or mist are present, or when such weather conditions are imminent during application and curing period.

B. Maintain adequate ventilation during application and curing of waterproofing materials.

1.8 WARRANTY

A. Manufacturer's Special Warranty: Manufacturer agrees to repair or remove and replace waterproofing that fails to remain watertight within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 POLYURETHANE WATERPROOFING

A. Two-Component, Reinforced, Polyurethane Waterproofing: ASTM C836/C836M.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Liquidseal Flashing by Carlisle or comparable product by one of the following:

a. [Kemper System America Inc.]
b. Sika USA
c. [Urethane Polymers International, Inc. (UPI)]

2.2 ACCESSORY WATERPROOFING SYSTEM MATERIALS

A. General: Accessory materials as recommended in writing by waterproofing manufacturer for intended use and compatible with one another and with waterproofing.

B. Primer: Liquid solvent-borne primer as recommended in writing for substrate by waterproofing manufacturer.

C. Surface Conditioner: Liquid, waterborne surface conditioner as recommended in writing for substrate by waterproofing manufacturer.

D. Sheet Flashing: Manufacturer's standard flashing sheet.

1. Adhesive: Manufacturer's standard contact adhesive.

E. Reinforcing Fabric: Manufacturer's standard fiberglass mesh or spun-bonded polyester fabric.

F. Detailing Seam Tape: Manufacturer's standard detailing tape.

G. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing; ASTM C920, Type M, Class 25 or greater; Grade NS for sloping and vertical applications and Grade P for deck applications; Use NT exposure; and as recommended in writing by waterproofing manufacturer for substrate and joint conditions.

H. Backer Rod: Closed-cell polyethylene foam.

2.3 PROTECTION COURSE

A. Protection Course, Asphaltic: ASTM D6506/D6506M; semirigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between two asphalt-saturated fibrous liners:

1. Thickness: Nominal 1/8 inch.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that concrete has cured and aged for minimum time period as recommended in writing by waterproofing manufacturer.
2. Verify that substrate is visibly dry and within the moisture limits as recommended in writing by waterproofing manufacturer. Test for capillary moisture by plastic sheet method in accordance with ASTM D4263.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean, prepare, and treat substrates in accordance with waterproofing manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.

B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.

C. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.

D. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.

E. Remove fins, ridges, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids.

3.3 TREATMENT OF JOINTS AND CRACKS

A. Prepare, treat, rout, and fill joints and cracks in substrate in accordance with waterproofing manufacturer's written instructions and to recommendations in ASTM C898/C898M. Before coating surfaces, remove dust and dirt from joints and cracks in accordance with ASTM D4258.

1. Comply with ASTM C1193 for joint-sealant installation.
2. Apply bond breaker on sealant surface, beneath preparation strip.
3. Prime substrate along each side of joint and apply a single thickness of preparation strip at least 6 inches wide along each side of joint. Apply waterproofing in two separate applications and embed a joint-reinforcing strip in first preparation coat.

3.4 INSTALLATION OF WATERPROOFING

A. General: Apply waterproofing in accordance with manufacturer's written instructions and to recommendations in ASTM C898/C898M.

B. Start installing waterproofing in presence of manufacturer's technical representative.

C. Apply primer over prepared substrate at manufacturer's recommended rate and allow it to dry.

D. Unreinforced Waterproofing Membrane Applications: Mix materials and apply waterproofing by spray, roller, notched squeegee, trowel, or other application method suitable to slope of substrate.

1. Apply one or more coats of waterproofing to obtain a seamless membrane free of entrapped gases and pinholes, with a minimum dry film thickness of 60 mils.
2. Apply waterproofing to prepared wall terminations and vertical surfaces.
3. Verify manufacturer's recommended wet film thickness of waterproofing every 100 sq. ft..

E. Reinforced Waterproofing Membrane Applications: Mix materials and apply waterproofing by roller, notched squeegee, trowel, or other suitable application method.

1. Apply first coat of waterproofing, embed membrane-reinforcing fabric, and apply second coat of waterproofing to completely saturate reinforcing fabric and to obtain a seamless reinforced membrane free of entrapped gases and pinholes, with an average dry film total thickness of 70 mils.
2. Apply reinforced waterproofing to prepared wall terminations and vertical surfaces.
3. Verify manufacturer's recommended wet film thickness of waterproofing every 100 sq. ft..

F. Cure waterproofing, taking care to prevent contamination and damage to membrane.

3.5 FIELD QUALITY CONTROL

A. Perform the following tests before overlying construction is placed:

1. Flood Testing: Flood test each completed horizontal waterproofed area for leaks, in accordance with recommendations in ASTM D5957. Install temporary containment assemblies, plug, or dam drains, and flood with potable water.

    a. Flood to an average depth of 2-1/2 inches with a minimum depth of 1 inch and not exceeding a depth of 4 inches. Maintain **2 inches** of clearance from top of base flashing.
    b. Flood each area for 24 hours.
    c. After flood testing, repair leaks, repeat flood tests, and make further repairs until waterproofing and flashing installations are watertight.

        1) Cost of retesting is the responsibility of Contractor.

    d. Testing agency to prepare survey report indicating locations of initial leaks, if any, and final survey report.

B. Prepare test and inspection reports.

END OF SECTION 071416

SECTION 080152.61 - WOOD WINDOW REPAIRS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes wood window repairs as follows:

1. Repairing wood windows and trim.
2. Reglazing.

B. Related Requirements:

1. Section 024119 "Selective Demolition" for specific requirements relating to selectively demolishing construction, including window and trim removal.
2. Section 064919 "Wood Shutters" for new wood shutters not included in this Section.
3. Section 085200 "Wood Windows" for replacement wood windows or new replacement sash not included in Section 080152.61.

1.2 ALLOWANCES

A. Allowances for wood window repairs are specified in Section 012100 "Allowances."

1. Perform wood window repairs under quantity allowances and only as authorized. Authorized work includes work required by Drawings and Specifications and work as directed in writing by Architect.
2. Notify Architect weekly of extent of work performed that is attributable to quantity allowances.
3. Perform work that exceeds quantity allowances only as authorized by Change Orders.

1.3 DEFINITIONS

A. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

B. Glazing: Includes glass, glazing points, glazing tapes, glazing sealants, and glazing compounds.

C. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

D. Window: Includes window frame, sash, hardware, storm window, and exterior and interior shutters unless otherwise indicated by context.

E. Wood Window Component Terminology: Wood window components for repair work include the following classifications:

1. Frame Components: Head, jambs, and sill.
2. Sash Components: Stiles and rails, parting bead, stop, and muntins.
3. Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.
4. Interior Trim: Casing, stool, and apron.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 SEQUENCING AND SCHEDULING

A. Perform window repairs in the following sequence, which includes work specified in this and other Sections:

1. Label each window frame with permanent opening-identification number in inconspicuous location.
2. Tag existing window sash, storm windows, and shutters with opening-identification numbers and remove for on-site or off-site repair. Indicate on tags the locations on window of each component, such as "top sash," "bottom sash," "left shutter," and "right shutter."
3. Remove window, dismantle hardware, and tag hardware with opening-identification numbers.
4. Install temporary protection and security at window openings.
5. In the shop, label each sash, storm window, and shutter unit with permanent opening-identification number in inconspicuous location and remove site-applied tags.
6. Sort units by condition, separating those that need extensive repair.
7. Clean surfaces.
8. General Wood-Repair Sequence:

    a. Remove paint to bare wood.
    b. Rack frames slightly to inject adhesive into mortise and tenon joints; square frames to proper fit before adhesive sets.
    c. If thicker than original glass is required, rout existing muntins to required rebate size.
    d. Repair wood by consolidation, member replacement, partial member replacement, and patching.
    e. Sand, prime, fill, sand again, and prime surfaces again for refinishing.

9. Repair, refinish, and replace hardware if required. Reinstall operating hardware.
10. Install glazing.
11. Remove temporary protection and security at window openings.
12. Reinstall units.
13. Apply finish coats.

14. Install remaining hardware and weather stripping.

1.6 ACTION SUBMITTALS

A. Samples for Initial Selection: For each type of exposed wood and finish.

1. Identify wood species, cut, and other features.

B. Samples for Verification: For the following products in manufacturer's standard sizes unless otherwise indicated, finished as required for use in the Work:

1. Replacement Units: **12-inch-** long, full-size frame,and,sash sections with applied finish.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Pack, deliver, and store products in suitable packs, heavy-duty cartons, or wooden crates; surround with sufficient packing material to ensure that products are not deformed, broken, or otherwise damaged.

B. Store products inside a well-ventilated area and where environmental conditions comply with manufacturer's requirements; protect from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with wood window repairs only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

PART 2 - PRODUCTS

2.1 WOOD WINDOW REPAIRS, GENERAL

A. Quality Standard: Comply with applicable requirements in Section 6, "Interior & Exterior Millwork," in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grades of wood windows, and other requirements unless otherwise indicated.

1. Exception: Industry practices cited in Section 6, Article 1.5, Industry Practices, of the Architectural Woodwork Standards do not apply to the work of this Section.

2.2 REPLICATED WOOD WINDOW UNITS

A. Replicated Wood Window Frames,and,Sash: Custom-fabricated replacement wood

units and trim, with operating and latching hardware.

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

    a. Adams Architectural Millwork Co.; Dubuque Sash & Door Mfg.
    b. Architectural Components, Inc.
    c. Cleary and Son, Inc.
    d. Grabill Windows & Doors, LLC.
    e. Kingsland Architectural Millwork
    f. Parrett Manufacturing, Inc.
    g. Smith Restoration Sash
    h. Wewoka Window Works
    i. WOODSTONE Company (The)

2. Joint Construction: Joints matching existing.
3. Wood Species: Match wood species of exterior window trim and sash parts.
4. Wood Cut: Match cut of existing exterior wood window trim and sash parts.
5. Wood Window Members and Trim: Match profiles and detail of existing window members and trim.
6. Glazing Stops: Provide replacement glazing stops coordinated with glazing system indicated.
7. Exposed Hardware: Reuse existing exposed window hardware.

2.3 WOOD-REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than **1/32 inch** deep by **2 inches** wide.

    1. Species: Match species of each existing type of wood component or assembly unless otherwise indicated.

B. Frame Heads and Jambs and Exterior Trim: Match existing species.

C. Exterior Trim: Match existing species.

D. Sills: Match existing species.

E. Sash Components: Match existing species.

F. Interior Trim: Match existing species.

2.4 WOOD-REPAIR MATERIALS

A. Source Limitations: Obtain wood consolidant and wood-patching compound from single source from single manufacturer.

B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.

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

    a. Abatron, Inc
    b. Advanced Repair Technology, Inc.
    c. ConServ Epoxy LLC
    d. Gougeon Brothers, Inc.
    e. Polymeric Systems, Inc
    f. Protective Coating Company
    g. System Three Resins, Inc.

2.5 MISCELLANEOUS MATERIALS

A. Cleaning Materials:

1. Detergent Solution: Solution prepared by mixing **2 cups** of tetrasodium pyrophosphate (TSPP), **1/2 cup** of laundry detergent that contains no ammonia, **5 quarts** of 5 percent sodium hypochlorite bleach, and **15 quarts** of warm water for each **5 gal.** of solution required.
2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing **1/3 cup** of household detergent that contains no ammonia, **1 quart** of 5 percent sodium hypochlorite bleach, and **3 quarts** of warm water.

B. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at **70 deg F**, in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair.

C. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.

1. Match existing fasteners in material and type of fastener unless otherwise indicated.
2. Use concealed fasteners for interconnecting wood components.
3. Use concealed fasteners for attaching items to other work unless exposed fasteners are the existing fastening method.
4. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.
5. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
6. Finish exposed fasteners to match finish of metal fastened unless otherwise

indicated.

D. Anchors, Clips, and Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B633 for SC 3 (Severe) service condition.

2.6 WOOD WINDOW FINISHES

A. Unfinished Replacement Units: Provide exposed exterior,and,interior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect adjacent materials from damage by performing wood window repairs.

B. Clean wood windows of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.

C. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.2 WOOD WINDOW REPAIRS

A. Have wood window repairs performed only by qualified wood-window-repair specialist.

B. Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from the window interior at 5 feet away and from the window exterior at 50 feet away.

C. Execution of the Work: In repairing wood windows, disturb them as minimally as possible and as follows:

1. Stabilize and repair wood windows to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
2. Remove coatings and apply borate preservative treatment before repair. Remove coatings according to Section 090190.52 "Maintenance Repainting" unless otherwise indicated.
3. Repair items in place where possible.
4. Install temporary protective measures to protect wood window work that is indicated to be completed later.
5. Refinish wood windows according to Section 090190.52 "Maintenance

Repainting" unless otherwise indicated.

D. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail.

E. Repair Wood Windows: Match existing materials and features.

1. Repair wood windows by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
2. Sash Balance: Repair sash balances to function according to type as specified in "Hardware" Article" above. Provide missing sash balances.

F. Replace Wood Units: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.

G. Protection of Openings: Where sash or windows are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.

H. Identify removed windows, frames, sash, and members with numbering system corresponding to window locations to ensure reinstallation in same location. Key windows, sash, and members to Drawings showing location of each removed unit. Permanently label units in a location that will be concealed after reinstallation.

3.3 WOOD WINDOW PATCH-TYPE REPAIR

A. General: Patch wood members that exhibit depressions, holes, or similar voids and that have limited amounts of rotted or decayed wood.

1. Remove sash from windows before performing patch-type repairs at meeting or sliding surfaces unless otherwise indicated. Reglaze units before reinstallation.
2. Verify that surfaces are sufficiently clean and free of paint residue before patching.
3. Remove rotted or decayed wood down to sound wood.

B. Apply borate preservative treatment to accessible surfaces after removing rotted or decayed wood and before applying wood consolidant or patching compound. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom. Allow treatment to dry.

C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.

1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
2. Mix only as much patching compound as can be applied according to

manufacturer's written instructions.

3. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
4. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.
5. Clean spilled compound from adjacent materials immediately.

3.4 WOOD WINDOW MEMBER-REPLACEMENT REPAIR

A. General: Replace parts of or entire wood window members at locations where damage is too extensive to patch.

1. Remove sash from windows before performing member-replacement repairs unless otherwise indicated.
2. Verify that surfaces are sufficiently clean and free of paint residue before repair.
3. Remove broken, rotted, and decayed wood down to sound wood.
4. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.
5. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.

B. Apply borate preservative treatment to accessible surfaces after replacements are made. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.

C. Repair remaining depressions, holes, or similar voids with patch-type repairs.

D. Clean spilled materials from adjacent surfaces immediately.

E. Glazing: Reglaze units before reinstallation.

1. Mill new and rout existing glazed members to accommodate new glass thickness.
2. Provide replacement glazing stops coordinated with glazing system indicated.
3. Provide glazing stops to match contour of sash frames.

F. Reinstall units removed for repair into original openings.

G. Weather Stripping: Replace nonfunctioning and install missing weather stripping to ensure full-perimeter and meeting rail weather stripping for each operable sash.

3.5 GLAZING

A. Comply with combined written instructions of manufacturers of glass, glazing systems, and glazing materials, unless more stringent requirements are indicated.

B. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.

C. Remove glass and glazing from openings and prepare surfaces for reglazing.

D. Size glass as required by Project conditions to provide necessary bite on glass, minimum edge and face clearances, with reasonable tolerances.

E. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.

F. Install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass, according to glazing-system manufacturer's instructions.

G. Install glass with proper orientation so that coatings, if any, face exterior or interior as required.

H. Disposal of Removed Glass: Remove from Owner's property and legally dispose of it unless otherwise indicated.

3.6 FIELD QUALITY CONTROL

A. Manufacturers Field Service: Engage wood-repair-material manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

3.7 ADJUSTING

A. Adjust existing and replacement operating sash, screens, hardware, weather stripping, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.

3.8 CLEANING AND PROTECTION

A. Protect window surfaces from contact with contaminating substances resulting from construction operations. Monitor window surfaces adjacent to and below exterior concrete and masonry during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances contact window surfaces, remove contaminants immediately.

B. Clean exposed surfaces immediately after repairing wood windows. Avoid damage to coatings and finishes. Remove excess sealants, glazing and patching materials, dirt, and other substances.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction.

END OF SECTION 080152.61

SECTION 081674 - SLIDING COMPOSITE-FRAMED GLASS DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sliding composite-framed glass doors.

B. Related Requirements:

1. Section 085450 "Composite Windows" for composite windows used for transoms and sidelites.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review, discuss, and coordinate the interrelationship of sliding composite-framed glass doors with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.3 ACTION SUBMITTALS

A. Product Data: Sliding composite-framed glass doors.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings:

1. Include plans, elevations, sections, hardware, accessories, insect screens, and details of installation, including anchor, flashing, and sealant installation.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranties: For sliding composite-framed glass doors.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An installer acceptable to manufacturer of sliding composite-framed glass doors for installation of units required for this Project.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace sliding composite-framed glass doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures, including excessive deflection, water leakage, and air infiltration.
b. Faulty operation of moveable panels and hardware.
c. Deterioration of materials and finishes beyond normal weathering.
d. Failure of insulating glass units.

2. Warranty Period:

a. Sliding Composite-Framed Glass Doors: 10 years from date of Substantial Completion.
b. Glazing Units: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

1. Product Certification: WDMA certified with label attached to each door.

B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

1. Minimum Performance Class: LC.
2. Minimum Performance Grade: 30.

C. Thermal Transmittance: NFRC 100 maximum whole-unit U-factor of 0.30 Btu/sq. ft. x h x deg F.

D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 whole-unit maximum SHGC of 0.25.

E. Sound Transmission Class (STC): Rated for not less than 25 STC when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E413.

F. Outside-Inside Transmission Class (OITC): Rated for not less than 21 OITC when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E1332.

2.2 SLIDING COMPOSITE-FRAMED GLASS DOORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide PELLA IMPERVIA Fiberglass Sliding Patio Door or comparable product by one of the following:

1. Andersen Windows, Inc.; Andersen Corporation
2. JELD-WEN, Inc.

B. Source Limitations: Obtain sliding composite-framed glass doors from single manufacturer.

C. Door Assemblies: Fabricated from extruded profiles made from composite mix of reclaimed preconsumer wood-based cellulosic fibers embedded in a thermoplastic polymer matrix.

1. Door Panels: Provide stationary panels and sliding panels in configurations indicated on Drawings.
2. Sidelites: Provide manufacturer's standard fixed sidelites held within the same frame as door panels in configuration indicated on Drawings.

D. Exterior Finish: Manufacturer's standard finish in color selected by Architect from manufacturer's full range.

E. Interior Finish: Manufacturer's standard finish matching exterior color.

F. Attachment Flange: No flange.

G. Insulating-Glass Units: ASTM E2190.

1. Glass: ASTM C1036, Type 1, Class 1, q3, Category II safety glass complying with testing requirements in 16 CFR 1201.

a. Tint: Manufacturer's standard tint designed to reduce heat gain.
b. Kind: ASTM C1048, fully tempered.

2. Filling: Fill space between glass lites with argon.
3. Low-E Coating: Pyrolytic or sputtered on second surface.
4. Glass-Spacer Color: Black.

5. Dirt-Resistant Coating: Exterior coating that reduces surface friction to enhance water runoff and reduce water spots and dirt residue.

H. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

I. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, or carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock sliding composite-framed glass doors, and sized to accommodate door-panel weight and dimensions.

1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
2. Pulls: Manufacturer's standard pulls.
3. Locking Mechanism: Manufacturer's standard single-actuation, two-point locking system.

a. Keying: None.

4. Auxiliary Foot Lock: Manufacturer's standard foot-operated device designed to secure sliding panel in track from the inside.

J. Weather Stripping: Provide full-perimeter weather stripping on frames and operating door panels for weathertight operation.

K. Fasteners: Noncorrosive and compatible with door members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 FABRICATION OF SLIDING COMPOSITE-FRAMED GLASS DOORS

A. Fabricate door assemblies in sizes and configurations indicated. Include a complete system for installing and anchoring door assemblies.

B. Glaze components in the factory.

C. Weather strip each operable panel to provide weathertight installation.

D. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough-opening dimensions, levelness of threshold substrate, and operational clearances.

C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SLIDING COMPOSITE-FRAMED GLASS DOORS

A. Comply with manufacturer's written instructions for installing door assemblies, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

B. Install door assemblies level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Testing Methodology: Testing of door assemblies for air infiltration and water resistance is to be performed in accordance with AAMA 502.
2. Air-Infiltration Testing:

    a. Test Pressure: Pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
    b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.

3. Water-Resistance Testing:

    a. Test Pressure: Two-thirds times test pressure required to determine

compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.

b. Allowable Water Infiltration: No water penetration.

4. Testing Extent: Three door assemblies as selected by Architect and a qualified testing and inspecting agency. Door assemblies are to be tested after perimeter sealants have cured.
5. Sliding composite-framed glass doors will be considered defective if they do not pass tests and inspections.

C. Prepare test reports in accordance with AAMA 502.

3.4 ADJUSTING

A. Adjust operating panels and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

3.5 CLEANING

A. Clean exposed surfaces immediately after installing door assemblies. Remove excess sealants, glazing materials, dirt, and other substances.

1. Keep protective films and coverings in place until final cleaning.

3.6 PROTECTION

A. Protect door surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact door surfaces, remove contaminants immediately in accordance with manufacturer's written instructions.

B. Remove and replace components if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 081674

SECTION 085413 - FIBERGLASS WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fiberglass windows.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review, discuss, and coordinate the interrelationship of fiberglass windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for fiberglass windows.

B. Shop Drawings: For fiberglass windows.

1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

C. Samples: For each exposed product and for each color specified, **2 by 4 inches** in size.

D. Samples for Initial Selection: For units with factory-applied finishes.

1. Include Samples of hardware and accessories involving color selection.

E. Samples for Verification: For fiberglass windows and components required, prepared on Samples of size indicated below:

1. Exposed Finishes: 2 by 4 inches.
2. Exposed Hardware: Full-size units.

F. Product Schedule: For fiberglass windows. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Test Reports: For each type of fiberglass window, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For manufacturer's warranties.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer capable of fabricating fiberglass windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.

B. Installer Qualifications: An installer acceptable to fiberglass window manufacturer for installation of units required for this Project.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace fiberglass windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to meet performance requirements.
b. Structural failures including excessive deflection, water leakage, and air

infiltration.
c. Faulty operation of movable sash and hardware.
d. Deterioration of materials and finishes beyond normal weathering.
e. Failure of insulating glass.

2. Warranty Period:

a. Window: 10 years from date of Substantial Completion.
b. Glazing Units: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

1. Window Certification: WDMA certified with label attached to each window.

B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

1. Minimum Performance Class: R.
2. Minimum Performance Grade: 15.

C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.30 Btu/sq. ft. x h x deg F.

D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

E. Sound Transmission Class (STC): Rated for not less than 26 STC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E413.

F. Outside-Inside Transmission Class (OITC): Rated for not less than 22 OITC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E1332.

G. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for basic protection.

1. Large-Missile Test: For glazing located within 30 feet of grade.

2. Small-Missile Test: For glazing located between 30 feet and 60 feet above grade.

2.2 FIBERGLASS WINDOWS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Impervia by Pella or comparable product by one of the following:

1. Pella Corporation

B. Source Limitations: Obtain fiberglass windows from single source from single manufacturer.

C. Operating Types: Provide the following operating types in locations indicated on Drawings:

1. Casement: Project out.
2. Fixed.

D. Frames and Sashes: Pultruded fiberglass complying with AAMA/WDMA/CSA 101/I.S.2/A440 and with exposed exterior fiberglass surfaces finished with manufacturer's standard enamel coating complying with AAMA 613.

1. Exterior Color: As selected by Architect from manufacturer's full range.
2. Interior Finish: Matching exterior finish, in color selected by Architect from manufacturer's full range.

E. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.

F. Insulating-Glass Units: ASTM E2190.

1. Glass: ASTM C1036, Type 1, Class 1, q3.

a. Tint: Clear.

2. Filling: Fill space between glass lites with argon.
3. Low-E Coating: Pyrolytic on second surface.

G. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

H. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock fiberglass windows, and sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.

I. Projected Window Hardware:

1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.

a. Type and Style: As selected by Architect from manufacturer's full range of types and styles.

2. Hinges: Stainless-steel hinges with stainless-steel-reinforced, sliding nylon shoes.
3. Single-Handle Locking System: Operates positive-acting arms that pull sash into locked position. Provide one arm on sashes up to 27-1/2 inches tall and two arms on taller sashes.

J. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

K. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 ACCESSORIES

A. Dividers (False Muntins): None

2.4 INSECT SCREENS

A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.

1. Type and Location: **Full, inside for project-out** sashes.

B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.

1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
2. Finish for Interior Screens: Baked-on organic coating in **color selected by Architect from manufacturer's full range**.
3. Finish for Exterior Screens: **Baked-on organic coating in color selected by Architect from manufacturer's full range**.

C. Glass-Fiber Mesh Fabric: 18-by-14 **or** 18-by-16 mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/ D3656M.

1. Mesh Color: **Manufacturer's standard**.

D. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch- diameter, coated aluminum wire.

1. Wire-Fabric Finish: **Black**.

2.5 FABRICATION

A. Fabricate fiberglass windows in sizes indicated. Include a complete system for installing and anchoring windows.

B. Glaze fiberglass windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for

shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.

C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

B. Testing Services: Testing and inspecting of installed windows shall take place as follows:

1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
2. Air-Infiltration Testing:

    a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
    b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance

class rounded down to one decimal place.

3. Water-Resistance Testing:

   a. Test Pressure: Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
   b. Allowable Water Infiltration: No water penetration.

4. Testing Extent: Three windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
5. Test Reports: Prepared according to AAMA 502.

C. Windows will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.

   1. Keep protective films and coverings in place until final cleaning.

C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085413

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Primers.
2. Finish coatings.
3. Floor sealers and paints.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for shop priming metal fabrications.
2. Section 055116 "Metal Floor Plate Stairs" for shop priming metal floor plate stairs.
3. Section 055119 "Metal Grating Stairs" for shop priming metal grating stairs.
4. Section 055213 "Pipe and Tube Railings" for shop priming pipe and tube railings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

B. Product Schedule: Use same designations indicated on Drawings and in the exterior painting schedules to cross-reference paint systems specified in this Section. Include color designations.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PRIMERS

A. Solvent-Based Bonding Primer: Pigmented, solvent-based primer formulated for exterior use and to seal substrates and promote adhesion of specified subsequent coatings.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Benjamin Moore & Co.
    b. PPG Paints; PPG Industries, Inc.
    c. Sherwin-Williams Company (The)

2.2 FINISH COATINGS

A. Exterior Latex Paint, Low Sheen: Water-based, pigmented coating; formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as portland cement plaster, concrete, and primed wood.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Duration by Sherwin Williamds or comparable product by one of the following:

    a. Benjamin Moore & Co.
    b. PPG Paints; PPG Industries, Inc.
    c. Sherwin-Williams Company (The)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with

requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and Concrete Masonry Units): 12 percent.
4. Wood: 15 percent.
5. Portland Cement Plaster: 12 percent.
6. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Exterior Gypsum Board Substrates: Verify that finishing compound is dry and sanded smooth.

E. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

F. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if

moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and remove sanding dust.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint exterior side and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.
5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in the exterior painting schedules may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
3. Allow empty paint cans to dry before disposal.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by

Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Primers.
2. Water-based finish coatings.
3. Solvent-based finish coatings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

B. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PRIMERS

A. Interior, Institutional Low-Odor/VOC Primer Sealer: Water-based primer sealer with low-odor characteristics and a VOC of less than 10 grams per liter for use on new interior plaster, concrete, and gypsum wallboard surfaces that are subsequently to be painted with latex finish coats.

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

a. Behr Paint Company; Behr Process Corporation
b. Benjamin Moore & Co.
c. PPG Paints; PPG Industries, Inc.
d. Sherwin-Williams Company (The)

2.2 WATER-BASED FINISH COATS

A. Interior, Latex, Institutional Low Odor/VOC, Flat: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.

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

a. Behr Paint Company; Behr Process Corporation
b. Benjamin Moore & Co.
c. PPG Paints; PPG Industries, Inc.
d. Sherwin-Williams Company (The)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture

meter as follows:

1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and CMUs): 12 percent.
4. Wood: 15 percent.
5. Gypsum Board: 12 percent.
6. Plaster: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Plaster Substrates: Verify that plaster is fully cured.

E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

G. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 INSTALLATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
3. Allow empty paint cans to dry before disposal.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

SECTION 099653 - ELASTOMERIC COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Elastomeric coatings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Indicate VOC content.

B. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent but not less than 1 gal. of each material, color, and texture applied.

1.4 MOCKUPS

A. Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least **100 sq. ft**.
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 90 deg F unless otherwise permitted by manufacturer's written instructions.

B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before starting or continuing coating operation.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace elastomeric coatings that fail within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Water penetration through the coating.
   b. Deterioration of coating beyond normal weathering.

2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ELASTOMERIC COATINGS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sikalastic 395 or comparable product by one of the following:

1. Benjamin Moore & Co.
2. Sherwin-Williams Company (The)
3. Sika USA

B. Material Compatibility:

1. Materials for use within each paint system are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products are recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range.

D. Crack Fillers: Elastomeric coating manufacturer's recommended, factory-formulated crack fillers or sealants, including crack filler primers, compatible with substrate and other materials indicated.

E. Primer: Elastomeric coating manufacturer's recommended, factory-formulated, alkali-resistant primer compatible with substrate and other materials indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with manufacturer's requirements for maximum moisture content, alkalinity, and other conditions affecting performance of work.

B. Begin coating only when moisture content of substrate is 12 percent or less when measured with an electronic moisture meter.

C. Verify that substrate is within the range of alkalinity recommended by manufacturer.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and coating systems indicated.

B. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
2. Perform cleaning and coating application so dust and other contaminants from cleaning process will not fall on wet, newly coated surfaces.

C. Crack Repair: Fill cracks in accordance with manufacturer's written instructions before coating surfaces.

3.3 APPLICATION OF ELASTOMERIC COATINGS

A. Apply elastomeric coatings in accordance with manufacturer's written instructions.

1. Use equipment and techniques best suited for substrate and type of material being applied.
2. Coat surfaces behind movable items the same as similar exposed surfaces.
3. Apply each coat separately in accordance with manufacturer's written instructions.

B. Primers: Apply at a rate to ensure complete coverage.

C. Elastomeric Finish Coat(s): Manufacturer's recommended number of coats and total dry film thickness for condition of substrate.

D. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats similar to color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

E. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform finish, color, and appearance.

F. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

G. Apply coatings to prepared surfaces as soon as practicable after preparation and before subsequent surface soiling or deterioration.

H. Spray Application: Use spray equipment for application only when permitted by authorities having jurisdiction. Wherever spray application is used, do not double back with spray equipment to build up film thickness of two coats in one pass.

3.4 FIELD QUALITY CONTROL

A. Field Testing and Inspection: Owner reserves the right to engage the services of a qualified testing agency to verify installed thickness of elastomeric coatings.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 099653

DOCUMENT 009113 - ADDENDA

PART 1 - GENERAL

1.1 ADDENDUM

A. Addendum No. 001.

1.2 PROJECT INFORMATION

A. Project Name: The Barrington Exterior Refinishing

B. Owner: The Barrington Condominium Association, Inc.

C. Architect: Purser & Company, PA.

D. Architect Project Number: 20230809001.

E. Date of Addendum: 6/5/24.

1.3 NOTICE TO BIDDERS

A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is changed to the following, at same time and location.

1. Bid Date: June 19th, 2024.

1.4 ATTACHMENTS

A. This Addendum includes the following attached Documents and Specification Sections:

1. Document A101-2017 Working Draft, Reissued. Date of commencement selection for NTP made; arbitration selected for dispute resolution.
2. Document A101ExhibitA-2017, Reissued. Increased insurances for auto and workers compensation.
3. Document A201-2017 Working Draft, Reissued. Modification of language

concerning arbitration matters.

4. Document A701-1997 Working Draft, New
5. Specification Section Table of Contents, dated 6/5/24, Reissued. Removed sections 081674 & 085413 from scope of work.
6. Specification Section 002113 Instructions to Bidders, dated 6/5/24, Reissued. Cited the correct A701 document.
7. Specification Section 005200 Wood Windows, dated 6/5/24, New.
8. Document Prebid Meeting Agenda Minutes, dated 5/31/24, New.

B. This Addendum includes the following attached sheets:

1. Architectural Sheet A-321 Wall Sections, dated 6/5/24, Reissued. Added details for AL Clad Wood windows.
2. Architectural Sheet A-549 Unit Pricing Terrace Replacements, dated 6/5/24, Reissued. Added details for AL Clad Wood Door.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 009113

DRAFT AIA® Document A101® – 2017

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

AGREEMENT made as of the « 12th » day of « July » in the year « 2024 »
(In words, indicate day, month and year.)

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

« The Barrington Condominium Association, Inc. »« »
« 1200 Meadobrook Rd. »
« Jackson, MS 39206 »
« 601.981.7352 »

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

« »« »
« »
« »
« »

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

« The Barrington Exterior Refinishing »
« 1200 Meadowbrook Rd. »
« Jackson, MS 39206 »

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

« Purser & Company, PA »« »
« 160 McTytere Ave STE B »
« Jackson, MS 39202 »
« 601.506.9093 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An ***Additions and Deletions Report*** that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

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

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« X »] Not later than « two hundred and seventy » (« 270 ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

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

~~Portion of Work~~	~~Substantial Completion Date~~

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« $500 per day »

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

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

~~« »~~

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 15 » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 28 » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » (« 45 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% of all costs »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Taxes, Bonds, & Insurances »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« At Owner's sole discretion, Retainage may be reduced to 2.5% after 70% of the work has been complete »

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

~~« »~~

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

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

§ 5.3 Interest

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

« 2.5 » % « two point five percent »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »

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« »
« »

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date
G-000 Cover Sheet G-001 Reference AC101 Architectural Site Layout AD101 Demolition Sheet A-001 Composite Lower Floor Plans A-101 Floor Plans A-102 Floor Plans A-201 Building Elevations A-211 Enlarged Elevations A-321 Wall Sections A-549 Unit Pricing Terrace Replacements RA201 New Elevation RA901 Existing Photos	The Barrington Exterior Refinishing Construction Documents	5/15/24

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.6 Specifications

Section	Title	Date	Pages
–Divisions 1-49	The Barrington Exterior Refinishing Specifications	5/15/24	155 Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

~~« »~~

[« »] ~~The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DRAFT AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« The Barrington Exterior Refinishing »
« 1200 Meadowbrook Rd, Jackson, MS 39206 »

THE OWNER:
(Name, legal status and address)

« The Barrington Condominium Association, Inc. »« »
« 1200 Meadowbrook Rd, Jackson, MS 39206 »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions~~, unless a different duration is stated below:~~
~~(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)~~

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§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « Two Million Dollars » ($ « 2,000,000.00 ») each occurrence, « One Million Dollars » ($ « 1,000,000.00 ») general aggregate, and « One Million Dollars » ($ « 1,000,000.00 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million Dollars » ($ « 1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » ($ « 1,000,000.00 ») each accident, « One Million Dollars » ($ « 1,000,000.00 ») each employee, and « One Million Dollars » ($ « 1,000,000.00 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000.00 ») per claim and « One Million Dollars » ($ « 1,000,000.00 ») in the aggregate.

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

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~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)~~

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§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« X »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions ~~unless otherwise set forth below:~~

~~*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

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[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« X »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« X »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

« The Barrington Exterior Refinishing »
« 1200 Meadowbrook Rd. »
« Jackson, MS 39206 »
«»
«»

THE OWNER:
(Name, legal status and address)

« The Barrington Condominium Association, Inc. »« »
« 1200 Meadobrook Rd. »
« Jackson, MS 39206 »
« 601.981.7352 »
«»«»
«»

THE ARCHITECT:
(Name, legal status and address)

« Purser & Company, PA »« »
« 160 McTytere Ave STE B »
« Jackson, MS 39202 »
« 601.506.9093 »
«»«»
«»

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

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§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

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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 with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

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Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 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.

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- **.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.

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§ 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.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

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§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a 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 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.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,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

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

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

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to mandatory and binding arbitration for determination. Such arbitration proceeding shall, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association and in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The proceeding shall be a confidential proceeding at which only the parties, their counsel, and witnesses that are testifying may be present for the evidentiary hearing; only such persons may have access to any record made of the hearing or have access to any exhibits or pleadings. The arbitration decision may be disclosed in the event an action to confirm such award is necessary.

The arbitration hearing shall take place in Ridgeland, Mississippi or other mutually agreeable location in Madison County, Mississippi before a single arbitrator. The award of the arbitrator shall be final and binding on the parties. Regardless of the award of the arbitrator, each party shall bear its own attorneys' fees and costs regarding the arbitration proceeding, and the arbitrator shall have no authority to make an award of attorneys' fees and costs to either party, even if the arbitrator determines that there is a prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

§ 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.

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§ 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.

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Instructions to Bidders

for the following PROJECT:
(Name and location or address)
«The Barrington Exterior Refinishing»
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

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ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701-1997, "Instructions to Bidders," is hereby incorporated into the Bidding Documents by reference.

1. A copy of AIA Document A701-1997, "Instructions to Bidders," is bound in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002113

SECTION 085200 - WOOD WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood windows.
2. Aluminum-clad wood windows.

1.2 ACTION SUBMITTALS

A. Shop Drawings: For wood windows.

1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

B. Product Schedule: For wood windows. Use same designations indicated on Drawings.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Field quality-control reports.

C. Sample Warranties: For manufacturer's warranties.

1.4 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to meet performance requirements.
b. Structural failures including excessive deflection, water leakage, and air infiltration.
c. Faulty operation of movable sash and hardware.
d. Deterioration of materials and finishes beyond normal weathering.
e. Failure of insulating glass.

2. Warranty Period:

a. Window: 10 years from date of Substantial Completion.
b. Glazing Units: Five years from date of Substantial Completion.
c. Aluminum-Cladding Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain wood windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

A. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

1. Minimum Performance Class: CW.
2. Minimum Performance Grade: 30.

B. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.30 Btu/sq. ft. x h x deg F.

C. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

D. Sound Transmission Class (STC): Rated for not less than 26 STC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E413.

E. Outside-Inside Transmission Class (OITC): Rated for not less than 22 OITC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E1332.

2.3 WOOD WINDOWS

A. Aluminum-Clad Wood Windows:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Pella Corporation

B. Operating Types: Provide the following operating types in locations indicated on Drawings:

1. Casement: Project out.
2. Fixed.

C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than **1/32 inch** deep by **2 inches** wide; water-repellent preservative treated.

1. Exterior Finish: Aluminum-clad wood.

a. Aluminum Finish: Manufacturer's standard fluoropolymer two-coat system with fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight and complying with AAMA 2605.
b. Color: As selected by Architect from manufacturer's full range.

2. Interior Finish: Manufacturer's standard factory-prime coat.

D. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.

E. Insulating-Glass Units: ASTM E2190.

1. Glass: ASTM C1036, Type 1, Class 1, q3.

a. Tint: Clear.

2. Filling: Fill space between glass lites with argon.
3. Low-E Coating: Pyrolytic on second surface.

F. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

G. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.

H. Projected Window Hardware:

1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.

a. Type and Style: As selected by Architect from manufacturer's full range of types and styles.

2. Hinges: Stainless steel hinges with stainless steel-reinforced, sliding nylon shoes.
3. Single-Handle Locking System: Operates positive-acting arms that pull sash into

locked position. Provide one arm on sashes up to **29 inches** tall and two arms on taller sashes.

4. Limit Devices: Concealed support arms with adjustable, limited, hold-open limit devices designed to restrict sash opening.
5. Operator Stud Cover: Matching operator handle finish. Provide in locations where operator handle is removed for controlled access.

I. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

J. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 FABRICATION

A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.

B. Glaze wood windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.

C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in

components to ensure weathertight window installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

B. Testing Services: Testing and inspecting of installed windows shall take place as follows:

1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
2. Air-Infiltration Testing:

    a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
    b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.

3. Water-Resistance Testing:

    a. Test Pressure: Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
    b. Allowable Water Infiltration: No water penetration.

4. Testing Extent: Three windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
5. Test Reports: Prepared according to AAMA 502.

C. Windows will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

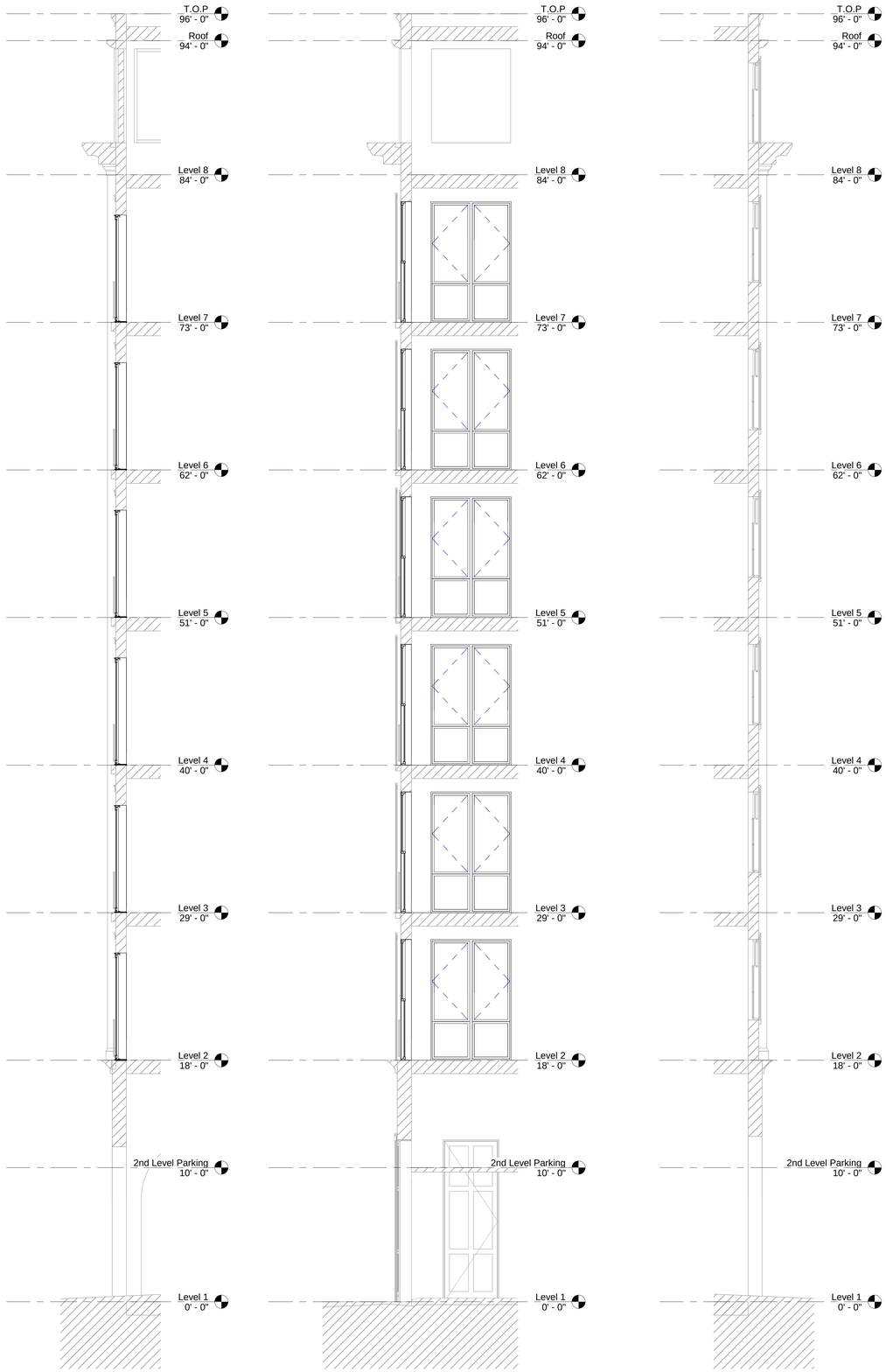
B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.

1. Keep protective films and coverings in place until final cleaning.

C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085200



2 Building Wall Section @ Middle Terraces
1/4" = 1'-0"

1 Building Wall Section @ Corner Terraces
1/4" = 1'-0"

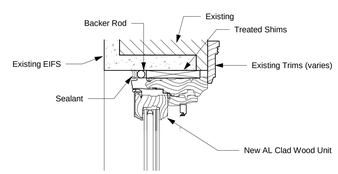
3 Building Wall Section @ WD Windows
1/4" = 1'-0"

General Detail Notes

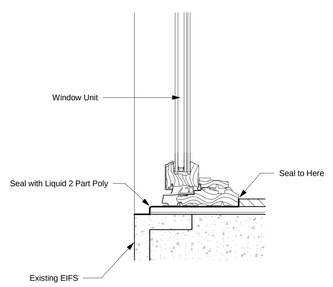
1. Exterior air/water barrier and thermal insulation to be installed so as to provide a continuous separation of the building exterior from all interior occupied or conditioned spaces.
2. Wall cavity insulation (rigid insulation) to be 2" thick polystyrene unless noted otherwise.
3. Roof insulation to be 3 1/2" thick polyisocyanurate unless noted otherwise. Tapered insulation is required over corridors where flat structural framing is located and should match thickness of adjacent roof insulation and increase in thickness to match adjacent roof slopes.
4. Provide and install continuous thru-wall flashing with weeps at 24" O.C. at the first horizontal joint above grade at the full perimeter of the building.
5. Grout solid all voids and cavities in walls below grade. Veneer masonry courses below grade may be C.M.U. or veneer brick.
6. All anchors, fasterners, relief angles and attachment devices to be hot dipped galvanized steel.
7. See enlarged exterior elevations for type, color, and coursing for veneer masonry. Solid brick to be provided as required to turn corbeled corners, rowlocks, and reveals. No brick cores are to be exposed on veneer masonry.
8. See elevations for the location of masonry contract joints.
9. GC to coordinate overhead track & provide misc. steel as required to support operable partitions.
10. Terrace Windows are to be provided by owner. Base bid to include miscellaneous installation materials and finish moldings/casings excluding window units.

1

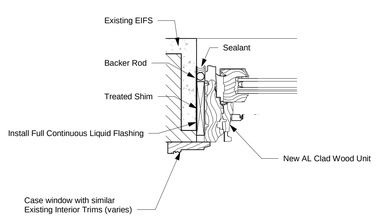
Corner Terrace Window Details



7 New Window Head
3" = 1'-0"



8 New Window Sill
3" = 1'-0"



9 New Window Jamb
3" = 1'-0"

General Wall Section Notes

1. Exterior air/water barrier and thermal insulation to be installed so as to provide a continuous separation of the building exterior from all interior occupied or conditioned spaces.
2. Continuous air barrier to be provided at building envelope per IBC 2012 Energy Code. Air barier joints and seams to be sealed and all joints and material transitions. Joints to be securely installed as to not dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind or mechanical units.
3. Wall cavity insulation (rigid insulation) to be 2" thick polystyrene unless noted otherwise.
4. Roof insulation to be 3 1/2" thick polyisocyanurate unless noted otherwise. Tapered insulation is required over corridors where flat structural framing is located and should match thickness of adjacent roof insulation and increase in thickness to match adjacent roof slopes.
5. Closed cell spray foam insulation with a minimum density of 1.5 pcf and having a thickness of not less than 1.5" to be used to fill voids at material transitions at the perimeter envelope of building (roof and wall transitions)
6. Provide and install continuous thru-wall flashing with weeps at 32" o.c. at the first horizontal joint above grade at the full perimeter of the building.
7. Grout solid all voids and cavities in walls below grade. Veneer masonry courses below grade may be C.M.U. or veneer brick.
8. All anchors, fasteners, relief angles and attachment devices to be hot dipped galvanized steel.
9. See A-400 series interior elevations sheets for descriptive interior information.

General WD Window Repair Notes

1. Replace exposed rusted fasteners with stainless fasteners
2. Window Prep:
   - A. Clean mildew from paint
   - B. Using only hand tools, scrap paint where chipped
   - C. Fill hole with hardening putty and sand smooth
   - D. Reseal intersections where members are fixed
   - E. Prime with oil based primer
   - F. Sand primer coat with 120 grit sand paper
   - G. Top coat primer with latex based paint as specified
   - H. Sand first coat with 120 grit sand paper
   - I. Top with 2nd coat
   - J. Top with 3rd coat
3. Ensure operability of all windows prior to completion
4. Review all wood windows to remain and consult with Architect on reccomendations for repair. Where rot shown, replace members. Make reccomendation to Architect based on cost for repair. Where no rot is evident, paint & reseal existing unit.

MS CONSTRUCTION LAW: 1. PURSUANT TO SECTION 73-1-39, PRIVATELY OWNED BUILDINGS THAT ARE THREE (3) STORIES IN HEIGHT OR MORE, OR BUILDINGS THAT ARE MORE THAN 5,000 SQUARE FEET, UNLESS THE PROJECT IS SPECIFICALLY EXEMPTED BY SECTION 73-1-39. 2. PURSUANT TO SECTION 73-1-39, PUBLIC BUILDINGS OWNED BY THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF TEN THOUSAND (10,000) SQUARE FEET OF GROUND FLOOR AREA, OR IF THE PROJECT IS THREE (3) OR MORE STORIES IN HEIGHT, UNLESS SPECIFICALLY EXEMPTED BY SECTION 73-1-39.

REGISTERED ARCHITECT
Paul Purser
5582
STATE OF MISSISSIPPI

STAMP NOT VALID WITHOUT SIGNATURE

The Barrington Exterior Refinishing

Project No 20230809001
Date 09/25/2023
.

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

1200 Meadowbrook Rd, Jackson, MS 39206

Exterior Remodel

Construction Documents

Revision	#	Rev Date
Add #1	1	6/5/24

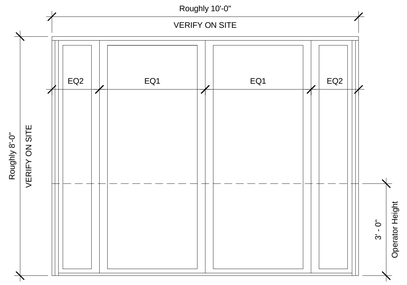
Wall Sections

321 A

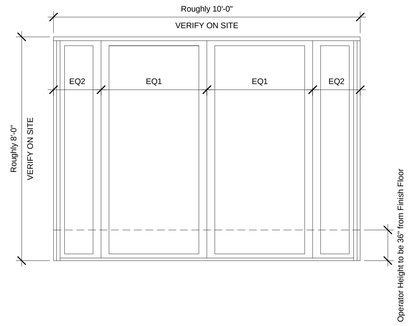
8.8 Architectural
A-549

Unit Priced Terrace Doors

Mark	Height	Width	Finish	Operation	Hinges	Locket Type	#
UPT	7' - 11 1/2"	6' - 0"	Powder Coated	Sliding	Center Out	two-point locking device that operates concealed top and bottom rods	UPT 24
UT UP	6' - 10 3/4"	6' - 0"	Powder Coated	Sliding	Center Out	two-point locking device that operates concealed top and bottom rods	UT UP 2



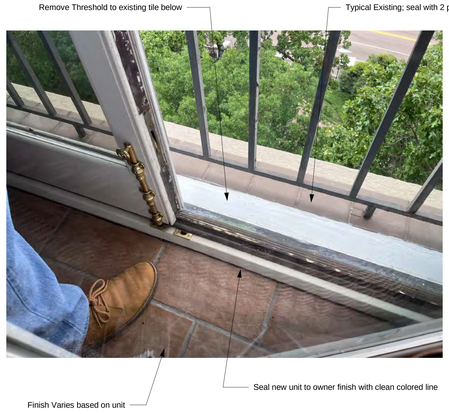
1 Typ Repair - UPT
1/2" = 1'-0"

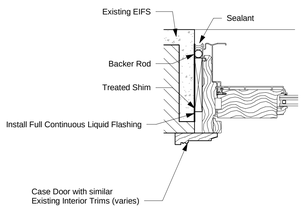


2 Typ Repair - UT UP
1/2" = 1'-0"

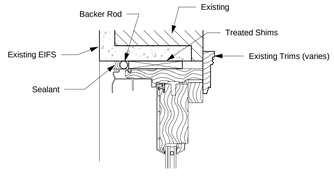
General Terrace Alternate Notes

1. Remove existing unit.
2. Suspected substrates include existing tile floor and EIFS system at jambs and head:
   A. Install liquid flashing at EIFS where pentrated or damaged by removal of existing unit
   B. Install 2 Part Poly Waterproofing at tile substrate to EIFS edge. Seal to back of new door sill installation; seal new door to waterproofing
3. Install new Unit within 1/2" at side jambs and head of clearance to existing EIFS finish.
4. Using plastic shims, secure unit to structure.
5. Using backrod, seal unit to EIFS with a minimu of 2 applications of backrod and sealant as shown in detail.
6. Trim interior and paint.
7. Terrace Doors are to be provided by owner. Base bid to include miscellaneous installation materials and finish moldings/casings excluding window units.

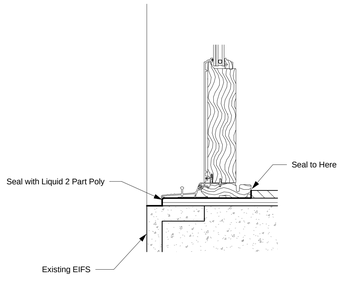




3 Typ UPT Jamb
3" = 1'-0"



5 Typ UPT Head
3" = 1'-0"



4 Typ UPT Sill
3" = 1'-0"

1

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REGISTERED ARCHITECT
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Project No 20230809001
Date 09/25/2023
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1200 Meadowbrook Rd, Jackson, MS 39206
Exterior Remodel

PURSER & COMPANY | 601.376.9647 DRAWINGS@PURSERANDCOMPANY.COM

Construction Documents

Revision	#	Rev Date
Add #1	1	6/5/24

Unit Pricing Terrace Replacements

549 A

6/6/2024 6:31:01 PM
C:\Users\paulpurser\Documents\24 0331 Barrington Central Model_paulpurserY2QHY.rvt

Paul M Purser • paul@purserandcompany.com

Friday, May 31, 2024

MEETING MINUTES 5/31/24

160 McTyere Ave.
STE B
Jackson, MS 39202

20230809001 The Barrington Exterior Refinishing / Pre-Bid Meeting

1. General

a. Please silence cell phones

b. Sign-in sheet: Minutes will include list of meeting attendees

c. Plan holders list: Minutes will include list of plan holders

d. Description: Project consists of Exterior repair including windows, doors, EIFS, sealants & Paint as well as repair to concrete parking deck and waterproofing.

2. Team

a. Owner ..... The Barrington Condominium Association, Inc

b. Owner's Representative ..... Dr. Lee Greer

c. Architect ..... Purser & Company, PA / Jackson, Mississippi

1. principal in charge ..... Paul Purser

3. Procurement and Contracting Requirements

a. Advertisement for Bids

i. Advertised On: 5/16/2024

ii. Bid Receipt: Bids to be opened at 2:00 PM on Wednesday, June 12, 2024

iii. Bid Location: 1200 Meadowbrook Rd, Jackson, MS 39206.

b. Bidder Qualifications

i. Bidders must be properly licensed under the laws governing their respective trades

ii. List all applicable state & local license & registration nos. on outside of bid envelope

c. Bonding & Insurance

i. Bidders must be able to obtain insurance and bonds required for the Work

d. Bid Security

i. A Bid Security in the amount of 5% of the total maximum bid amount is required

ii. Cash, cashier's check, certified check, US money order, or bid bond

e. Bid Form and Attachments

i. Acknowledgement of Addenda

ii. Subcontractor identification

f. Bid Submittal Requirements
   i. Envelope requirements (re: Bid Submittal Checklist)
   ii. Proper identification

g. Notice of Award
   i. Offered within 60 days after receipt of bids
   ii. Award will be made as soon as possible & successful bidder should be ready to secure bonds & insurance immediately

4. Communication during Bidding Period

a. Obtaining documents
   i. Plan holders are required to register and order bid documents at https://planroom.jaxblue.com/

b. Bidder's Requests for Information
   i. Binding answers to questions must be included in an official written addendum and the Contractor or Subcontractor is encouraged to provide written communications to the Architect for proper response
   ii. Address e-mailed written correspondence to bidding@purserandcompany.com
   iii. No questions will be accepted after 5:00 PM on Friday, June 07, 2024 in order to allow the Architect adequate time to prepare any necessary addenda

c. Addenda 06.04.24
   i. Addendum no 1 ..... ~~06.03.24~~
      1. To include meeting minutes,
      2. answers to RFI's previously received,
      3. changes to window style: use reserve wood/AL clad windows,
      4. some added moulding requirements,
      5. additional purchasing requirements for owners at windows
   ii. Addendum no 2 (tentative)..... xxx
   iii. final addendum (if required)..... ≤ 3:00 PM, 06.10.24

5. Contracting Requirements

a. The Supplementary Conditions
   i. Refer to this section for specific comments & directives
      1. Change order markups
         a. Any work performed without owner's written consent that is in addition to the scope of work in the contract documents will be considered a gift to the owner.
      2. Weather delays
         a. will be considered but must be recorded so that planned work is shown to be affected with associated climatological data.

3. Retainage
    a. Will be held out with every pay application
4. Stored material
    a. Must have proper documentation and insurance coverage of storage facilities as described in specifications
5. Insurance
    a. Required GL and other insurances are listed in the draft AIA contract

b. Other Owner requirements
    i. The facility will be occupied during construction and any interior work must be coordinated with the property owners
    ii. Access to site will be from the North and not through the main entrance of the site

6. Construction Documents

a. Use of Site
    i. Parking: construction parking shall be along the drive that is adjacent to the north property line
    ii. Lay-down area: storage and lay down will be along the same drive; some additional storage is available across the drive on the Barrington's additional undeveloped property

b. Work Restrictions
    i. Work days: contractor should limit work to work days; weekends may be available upon owner request
    ii. Work times: contractor should limit noisy work to regular working hours during the week

c. Unit prices, alternates, & allowances
    i. Unit prices:
        1. Unit-Price No. 1: Repair to EIFS surface finish.
        2. Unit-Price No. 2: Repair to Wood Window structural members.
        3. Unit-Price No. 3: Replacement of exterior patio door assembly including interior and exterior repair to finishes.
    ii. Alternates:
        1. Alternate No. 1: Corner Terrace Windows
        2. Alternate No. 2: Second Floor Parking Deck
        3. Alternate No. 3: First Floor Parking Repair
        4. Alternate No. 4: First Floor Parking Repair Extended Work

iii. Allowances:

1. Allowance No. 1: Lump-Sum Allowance for EIFS Repair of Seventy-Five Thousand Dollars ($75,000.00).
2. Allowance No. 2: Lump-Sum Allowance for Wood Window Rebuild of Ninety Thousand Dollars ($90,000.00).
3. Allowance No. 3: Contingency Allowance for general construction of Seventy-Five Thousand Dollars ($75,000.00).

iv. Substitutions following award

v. Substitutions will be considered within 30 days of the contract award

vi. Burden of proof of "equal" will be on the Contractor or Vendor

vii. Owner shall reserve the right to reject any substitutions

7. Schedule

a. Project Schedule

i. GC to provide CPM type schedule, regularly updated

b. Contract Time

i. estimated notice to proceed date - Wednesday, July 17, 2024

ii. Project to be fully complete within 270 days

1. Competitive bids showing a reduction of days shall be highly considered

c. Liquidated Damages

i. $500 each calendar day of the delay after Contract Time

d. Other Bidder Questions

8. Post-Meeting Addendum

a. May be issued, as necessary to document the meeting questions & provide proper responses

9. Other Bidder Questions

a. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents

b. Modifications to the Procurement and Contracting Documents are issued by written Addendum only

10. Site/facility visit or walkthrough

Walked site parking deck, 2nd and 1st floors; visited one unit as example unit

End

Paul Purser

DOCUMENT 009113 - ADDENDA

PART 1 - GENERAL

1.1 ADDENDUM

A. Addendum No. 002.

1.2 PROJECT INFORMATION

A. Project Name: The Barrington Exterior Refinishing

B. Owner: The Barrington Condominium Association, Inc.

C. Architect: Purser & Company, PA.

D. Architect Project Number: 20230809001.

E. Date of Addendum: 6/18/24.

1.3 NOTICE TO BIDDERS

A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is UNCHANGED.

1.4 Questions & Answers

A. This Addendum includes the following answers to RFIs:

1. Reinstalling waterproofing behind EFIS system notes – in small areas of repair this will not work, are we to take off all EFIS system and reinstall waterproofing for the building

a. This may or may not occur on this project. Plan for minimal surface repair. More extensive repair could come from contingency if needed.

2. Note 2 AD101 – are the side lites to the patio doors being removed as a part of the patio door system – if so are we putting it back to match existing?

    a. If condo owners elect for the unit priced terrace at the central patios, the existing unit (installed between EIFS wall finishes) will fully be removed; new owner provided units should fit from EIFS to EIFS.

3. Can patio railing be removed and reinstalled without major modifications or additional materials

    a. Not sure; it appears that they are integrated into the EIFS.

4. Is the Roof currently under warranty

    a. Yes. It was installed in 2011 with a 20 year warranty.

5. No parapet detail showing the extent of the 07 27 26 004 – white UV resistant Liquid flashing

    a. Liquid flashing to cover entire horizontal surface edge to edge with a clean straight line at vertical transition.

6. Custom Circle Roof hatch – this custom product is not carried by many roofing companies – no spec or manufacturer provided

    a. Likely will be custom.

7. Is current roof system TPO 60 mil

    a. It appears so. There is no roofing in the project.

8. Are we to assume the doors being replaced in the lower level are to be hollow metal frame and door or are they wood doors – what type of hardware is being requested

    a. HM with galvanized frames. Storage function lever set, grade II.

9. Type and spec for new traffic coating for parking deck ?

    a. The exact product is called for on the plans. Substitutions may be allowed pending review.

10. New deck drains – is the product to be submitted for approval or is there a product being requested by spec. I didn't see it

    a. Product should be similar to Section cut on A001/8; submit product for approval

11. No finish schedule for the interior of the units – should this be an allowance per opening IF the presents of rotting or water damaged material in wall , will this

be change order?

a. Plan for CO if rot is found. You need to provide labor and material to reinstall demoed trim and caulk and paint back in; plan to paint wall from corner to corner with matching paint.

12. In order to set larger lifts and equipment on the parking deck, we need to know if its rated for the weight of an 80’ boom

a. The Barrington Association has annual inspections by Ewing & Ray. Contact Corey Ewing for any information concerning parking deck.

13. Is there a report already for the extent of window material rot - if not, who will carry the cost of this report and site review ?

a. See attached relevant report. Note that the column for “decayed wood” and “split sill” would be the only 2 columns that would apply to actual replacement and even these units should have further inspection performed to determine the extent, if any, of replacement.

1.5 ATTACHMENTS

A. This Addendum includes the following attached Documents and Specification Sections:

1. Document CBC #20-1102 Window Assessment Report, dated 12/8/2020. Report contains information about all windows in project.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 009113

THE BARRINGTON

Jackson, MS

Window Assessment Report

December 18, 2020

Central Building Consultants, LLC

Roof and Wall Solutions

CBC #20-1102

Roofing, Waterproofing and Walls

P.O. Box 720542 • Byram, MS 39272-0542
Phone/Fax: 601-278-7705
Email: dwalterscbc@yahoo.com
centralbldgconsultants.com

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GENERAL

Between August 12 and September 2, 2020 Dennis Walters, CSI, CDT, CCCA, Principal, Central Building Consultants, LLC visited the building and through Ms. Beth Hartness' introductions to the unit owners, observed the existing interior conditions of the windows and terrace enclosures of each of the four units on floors 3 through 9.

Prior to beginning the assessment, a Water Leakage Investigation report, dated 4 April 2007 by Wiss, Janney, Elstner Associates, Inc., Princeton Junction, New Jersey, was reviewed. According to this report, the single-hung windows were custom units fabricated by Scanlon-Taylor Millwork, Jackson, MS. The window frames are Honduran mahogany and have a four light operable section and a two light fixed section at the top of the unit.

For the purposes of this report the windows and terrace enclosures were rated as GOOD, FAIR or POOR. Units rated GOOD would be new or have no evidence of any common deficiencies including materials that do not show wear or age (i.e. – metal frame units). Units rated FAIR might have minor detrimental conditions but have no indication of compromise. A POOR rating would be assigned to units that have indications of water penetration, decayed wood or loose seals between the frame and glass.

The units have single pane uninsulated glass. Over the years many of the window units have been painted shut either from the exterior or interior and are currently inoperable. All units have an excess of sealant applied in repeated layers to the exterior at the perimeter of the glazing. There are many units that have been reported by the unit owner to have water leaks, either around the glass panes or frames.

Several window units exhibited evidence of water passing through the head frame and likely entering the building system outside the limits of the window. Many cracks were observed in the EIFS finish during the assessment process and repairs to the EIFS wall system must be completed to have an effective correction of the windows. Replacement of the single pane glazing would increase the energy efficiency of the units also.

There are four living units on each floor. The unit numbers start in the southwest, move to the northwest, then the northeast and finally the southeast; 10 (SW), 20 (NW), 30 (NE) and 40 (SE). The second digit of the unit number is the floor number, so the units on the fifth floor would be 15, 25, 35 and 45. The southwest and northeast units are three-bedroom units, and the southeast and northwest units are two-bedroom units.

Each unit has a terrace off the living room and a smaller terrace accessed from the master bedroom. Most of the terraces have been enclosed after the original building construction. The open living room terrace is in unit 49, southeast unit of the ninth floor. The open master bedroom terraces are in units 33, 43, 24, 35, 26, 17 and 19. All other terraces have been enclosed and the enclosure units were examined as part of this assessment study.

The living room terrace enclosures typically have a fixed sidelight (28"), double leaf operable doors (56") and a fixed sidelight (28"), a total of 9'-4" (112") wide by 7' (84")

high. The ninth-floor units have a knee wall at the terraces and the enclosures are above in the form of casement windows with fixed sidelights except Unit 19 that has metal framed fixed insulated glass. The glazing of the doors and sidelights are mostly double paned insulated glass panels in a wood frame. It is not known if the door units were custom or stock units at the time of installation. Below the unit is a wood threshold (sill) with an extruded metal threshold located below the operable doors. It is not likely that these units are fabricated from the same type wood as the original window units. The terrace flooring finish surface varies from unit to unit.

The master bedroom terraces have two similar units set in the original openings. There were a few different styles of units observed in various terraces. Below the ninth floor most of the enclosure units have fixed single pane glass on the lower half and double operable casement windows with single pane glass in the top with full height fixed sidelights on each side. Each of these terraces have two similar units of slightly different sizes; 4'-9" (57") by 7' (84") high and 4'-5" (53") by 7' (84") high. The ninth-floor terraces have a knee wall and is either open above or enclosed with custom window units.

Some of the Master Bedroom terrace enclosures are of poor design resulting in an open joint from immediately below the upper casement frame to inside of the lower fixed glass. These units generally have poorly sealed joints within the unit frame that could easily allow water to penetrate the frame and establish deterioration of the wood frame. There are other units that do not have the same open joint.

Each unit report is accompanied by a diagram of the window locations with identification marks. These plans are not to scale and do not include interior wall configurations and for reference only.

EXISTING CONDITIONS

The following description for each unit contains the general deficiencies observed; please review the attached matrix in Attachment A for deficiencies specific to each window unit.

Most of the standard wood windows observed have sound wood frames, but there are several deficiencies that were observed that seemed to be widespread because of the age of the units. Loose seals between the glass and the wood frame were quite common and reports of water penetration through the units were not uncommon. Many of the units have been painted shut either from the exterior or the interior and cannot be opened. The slide mechanisms of several units have been damaged and would make it difficult to open the operable section if it is not painted shut.

All windows have solar film applied to the interior face of the glass to reduce the solar glare, many have loose film at the corners and the film should be replaced. Several units have decayed wood and damaged finishes. A few units have broken glass that will cause a problem because the units are single paned.

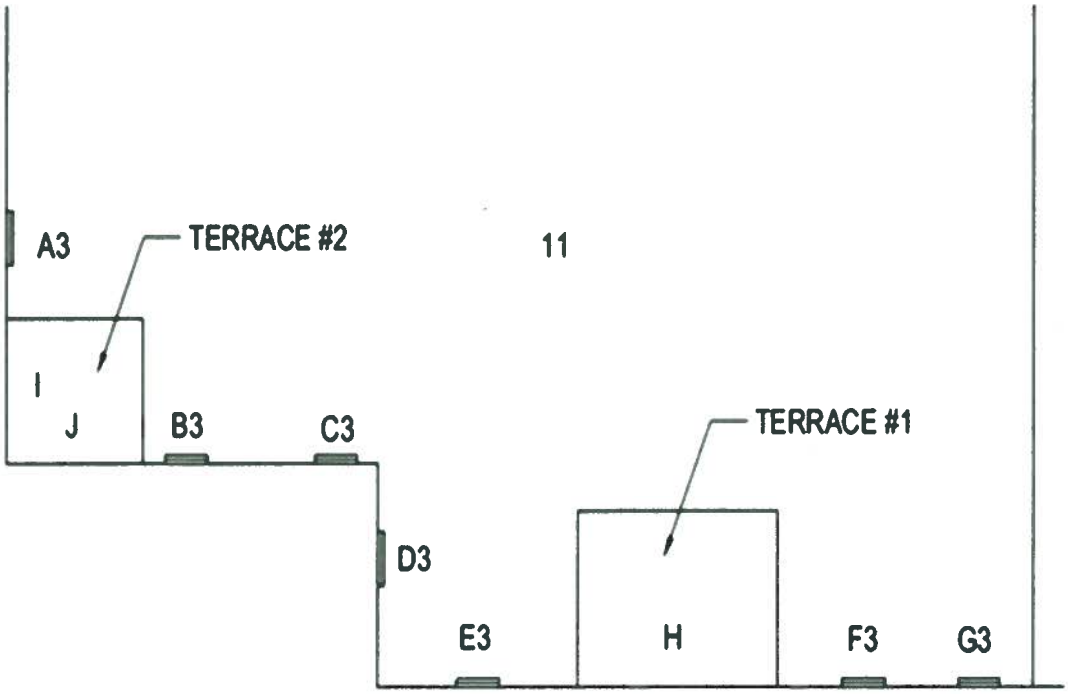
It is not known how the rough openings were flashed before the units were installed, but many have water stains on the sills, jambs and heads. The WJE report indicated there is a metal sub-sill at the bottom of the rough opening with end dams to prevent moisture from spreading laterally into the wall framing, but the remainder of the rough

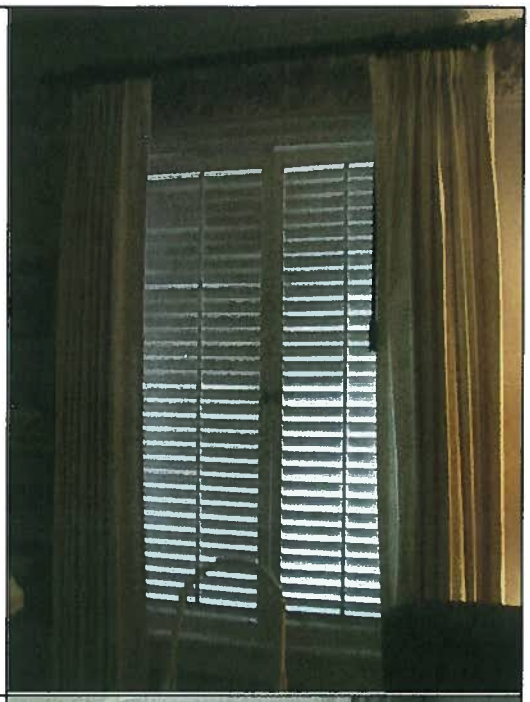
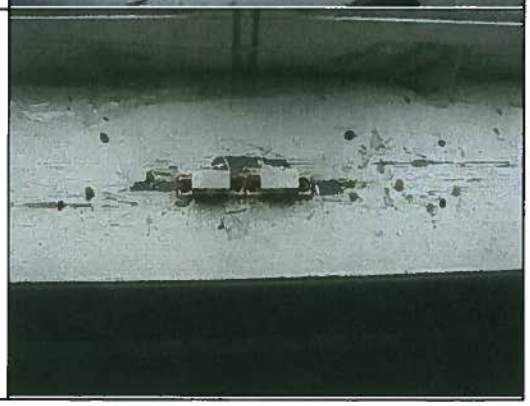
opening may or may not be properly flashed according to today's industry standards. Stains on the sills indicate water has set on the sill until evaporated. This may have been from an unknown path from the exterior or human placement from inside. Stains and rust on the heads and on frames and jambs indicate water has entered the system from above, either at the rough opening or above through the EIFS system to the rough opening. This indicates the cracks in the EIFS either have not been repaired or have been repaired incorrectly. Most EIFS repairs observed from the interior during the window assessment seemed to have been repaired with a smear of sealant over the crack and in many cases, repairs have been applied to previous repairs without proper preparation of the surface.

THIRD FLOOR

Unit #11 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include loose seals at the glass, water stains at head, jambs and sills, damaged finishes, loose joints and the windows have been painted shut. In general, the windows of this unit are in poor condition.



1. Unit A3.	
2. Loose seal at glass on unit A3.	
3. Damaged finish at sill on unit A3.	

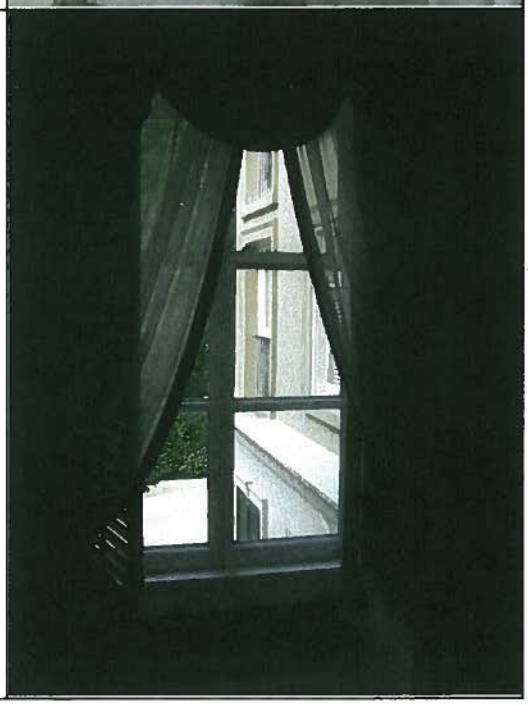
4. Damaged finish on Unit A3.	
5. Stain at head of Unit A3.	
6. Damaged finish and stain on head/jamb of Unit A3.	
7. Excessive sealant applied to exterior of frame on Unit A3. This is typical for the entire building.	

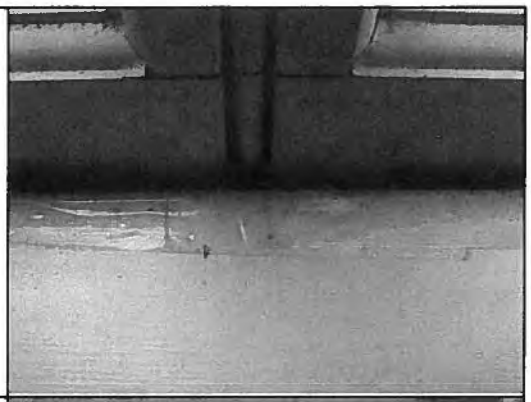
8. Unit B3.	
9. Damaged finish and water stain on sill/jamb and frame of Unit B3.	
10. Loose seal at glass on unit B3.	

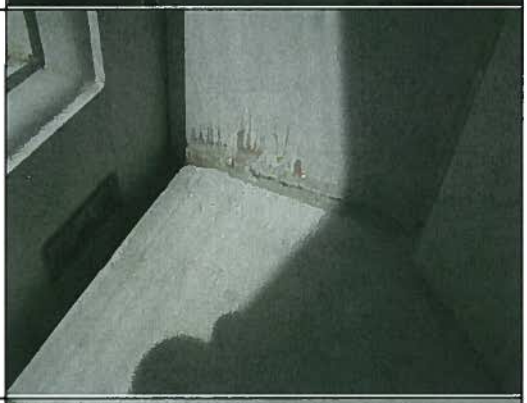
11. Exterior rust on jamb on unit B3.	
12. Damaged EIFS with poor repair below Unit B3.	
13. Unit C3.	

14. Loose seal at glass and water stain on fixed sash on unit C3.	
15. Water stain on frame on unit C3.	
16. Stain on jamb of Unit C3.	

17. Unit D3.	
18. Water stain on sill of unit D3.	
19. Loose seal at glass on unit D3.	

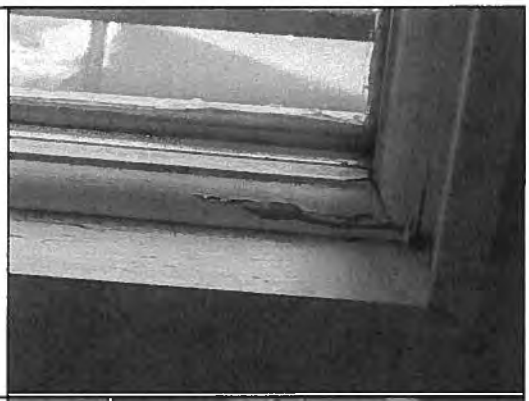
20. Damaged finish and loose joint on Unit D3.	
21. Water stain on slide cover of Unit D3.	
22. Unit E3.	

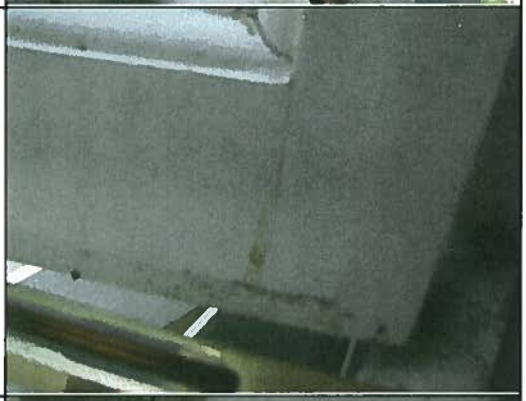
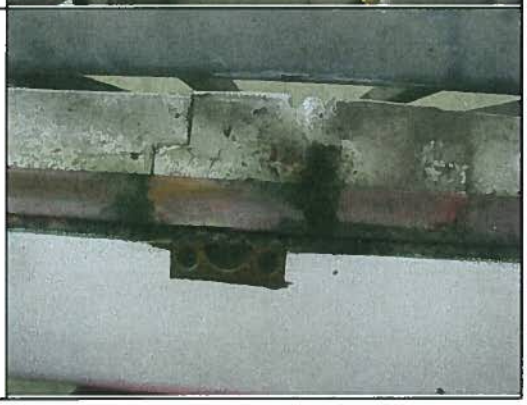
23. Loose joints of unit E3.	
24. Damaged finish at sill/jamb of Unit E3.	
25. Poor fit on Unit E3.	

26. Unit F3.	
27. Damaged finish and water stain on sill of Unit F3.	
28. Corrosion on slide housing of unit F3.	

29. Damaged slide on unit F3.	
30. Rust on the exterior jamb of Unit F3.	
31. Unit G3.	

32. Loose seal at glass on unit G3.	
33. Damaged finish and water stain on frame of Unit G3.	
34. Poor fit of Unit G3.	
35. Unit H.	

36. Damaged finish on unit H (Terrace 1).	
37. Loose joints on unit H (Terrace 1).	
38. Unit I (Terrace 2).	

39. Casing of open casement at Unit I (Terrace 2).	
40. Water stain on frame of Unit I (Terrace 2).	
41. Water stain on jamb of Unit I (Terrace 2).	
42. Decayed wood on Unit I (Terrace 2).	

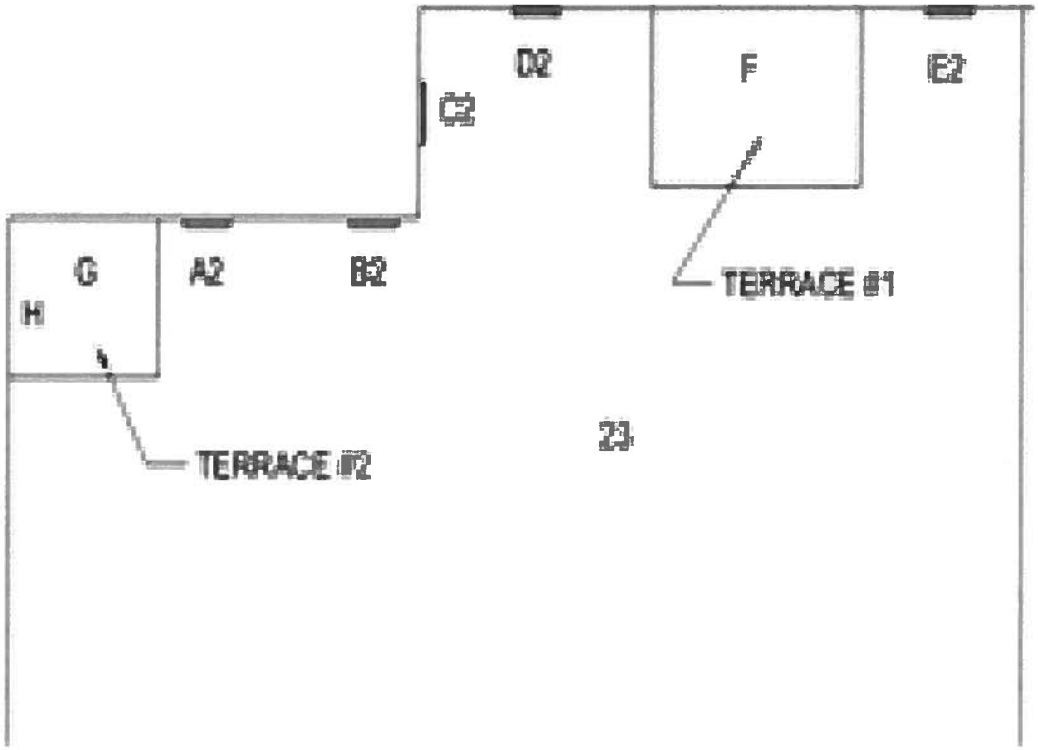
43. Damaged finish on Unit I (Terrace 2).	
44. Poor fit on Unit I (Terrace 2).	
45. Unit J (Terrace 2).	

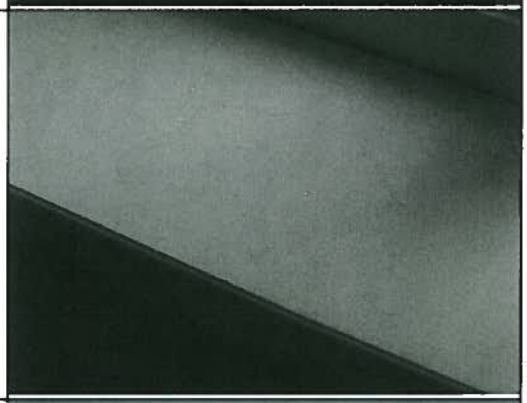
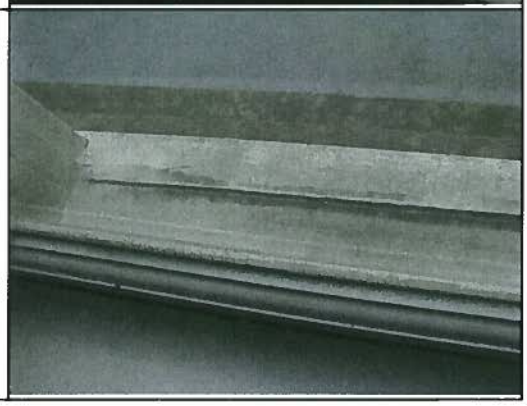
46. Water stain on frame of Unit J (Terrace 2).	
47. Loose joint on Unit J (Terrace 2).	
48. Water stain on sill of Unit J (Terrace 2).	
49. Rusty stain on head of unit J (Terrace 2).	

50. Loose joint and water stain on frame of Unit J (Terrace 2).	
51. Poor fit and water stains on unit J (Terrace 2).	

Unit #23 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

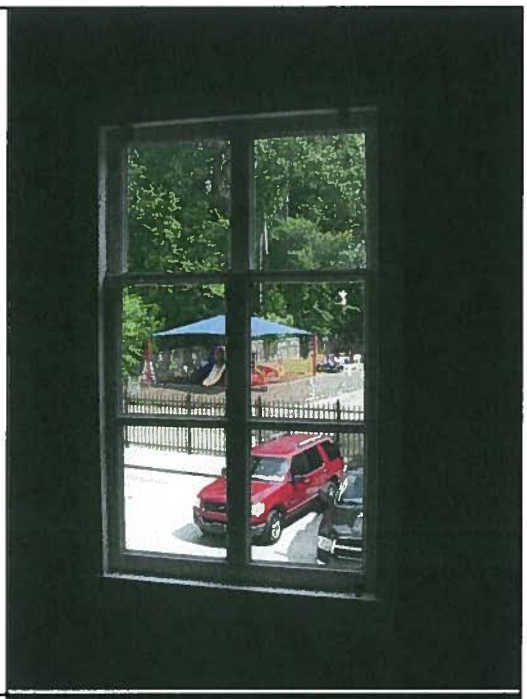
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the MBR terrace (Terrace 2). Generally, the windows are in fair condition, however the casement enclosures at Terrace 2 are poor because the design with an open joint that extends from the exterior sill below the casement windows above to the interior of the lower fixed panels below.



52. Unit A2.	
53. Water stain on sill of Unit A2.	
54. Split exterior sill at Unit A2.	

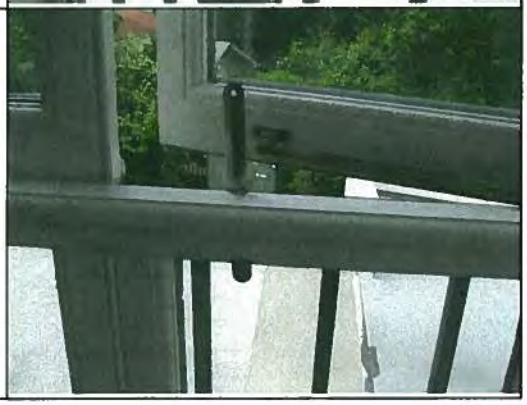
55. Unit B2.

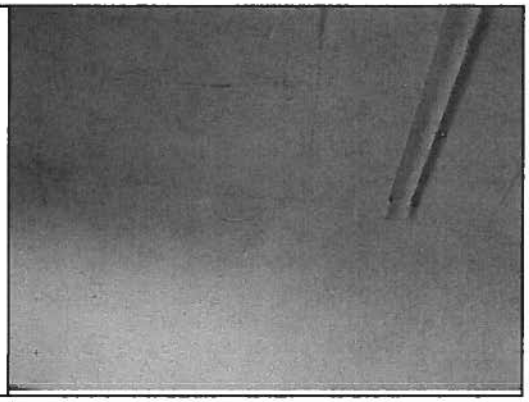
56. Unit C2.

57. Unit D2.	
58. Unit E2.	

59. Unsecured latch on Unit E2.	
60. Unit F.	
61. No weather stripping at Unit F.	
62. No mastic at threshold at Unit F.	

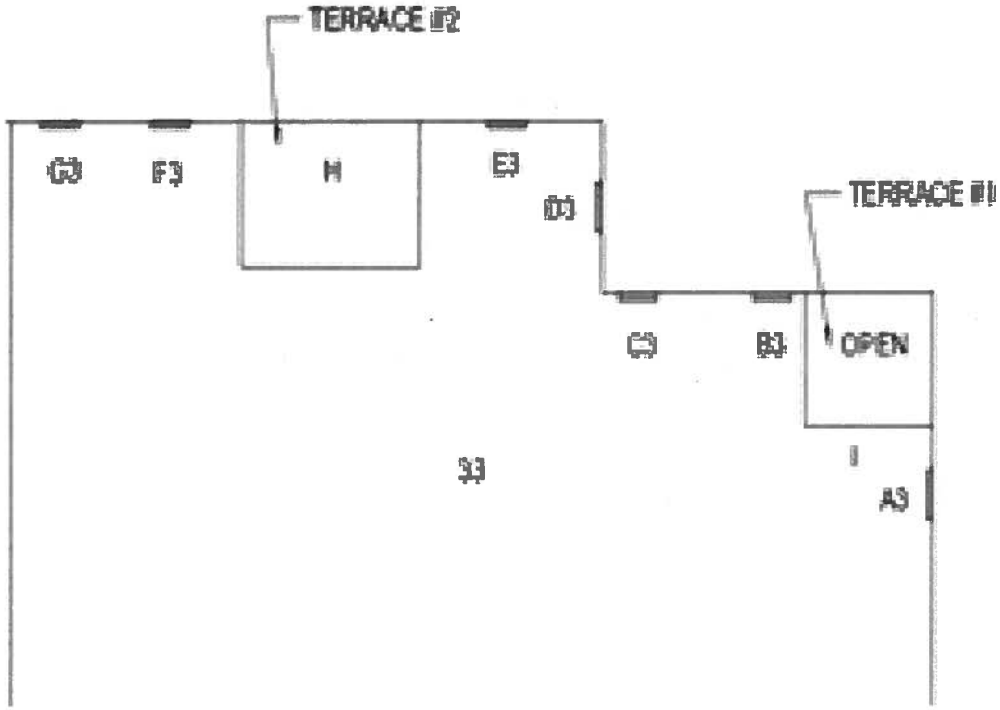
63. Unit G.	
64. Poor closing of Unit G.	
65. Open joint by poor design of Unit G.	

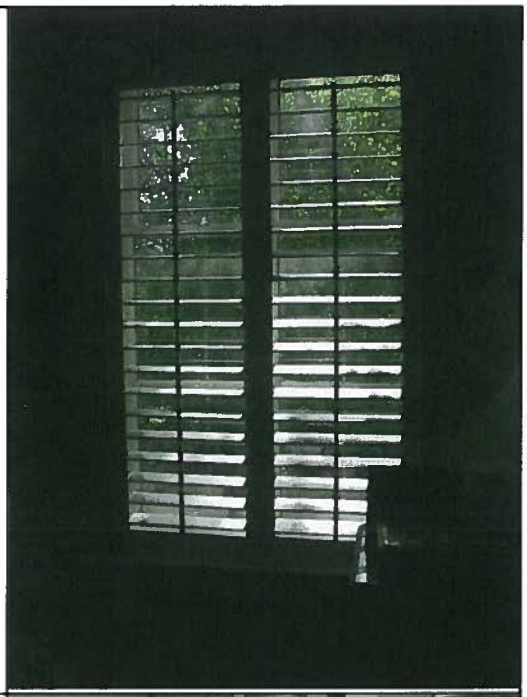
66. Unit H.	
67. Poor closing of Unit H.	
68. Open joint by poor design of Unit H.	

69. Water stain at sill of Unit H.	

Unit #33 (7 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace has not been enclosed. The door from the MBR to the terrace is protected by the terrace cover. Common deficiencies include loose seals at the glass, water stains at head, jambs and sills, damaged finishes, loose joints and the windows have been painted shut. In general, the windows of this unit are in fair to poor condition.



70. Unit A3.	
71. Damaged finish and water stain on frame of Unit A3.	

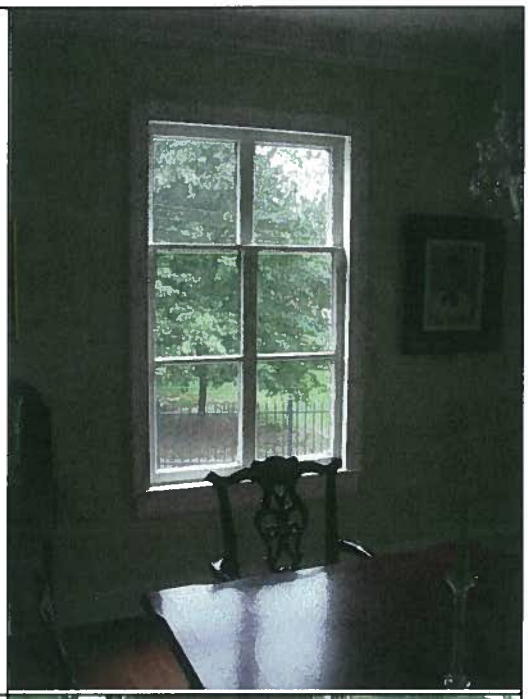
72. Unit B3.	
73. Water stain on frame of Unit B3.	

74. Unit C3.

75. Water stain on frame of Unit C3.

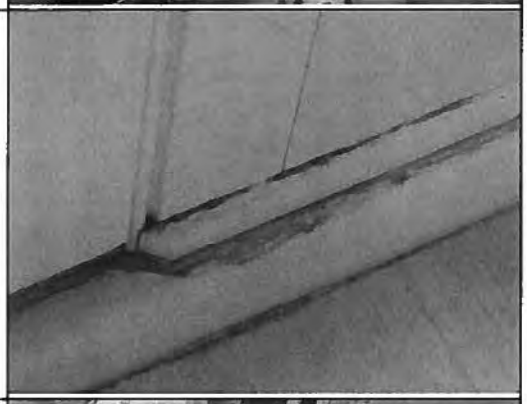
76. Water stain on frame and sill of Unit C3.

77. Unit D3.	
78. Water stain on sill of Unit D3.	

79. Unit E3.	
80. Excessive exterior sealant on Unit E3, but typical of all windows in building.	

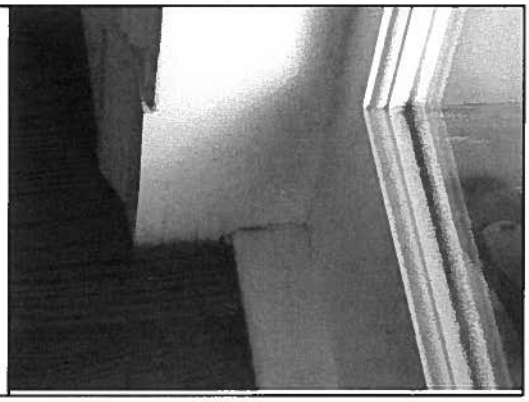
81. Unit F3.	
82. Water stain on frame of Unit F3.	
83. Water stain on frame of Unit F3.	

84. Water stain on head of Unit F3.	
85. Unit G3.	
86. Water stain on frame at loose joint of Unit G3.	

87. Water stain on frame and jamb of Unit G3.	
88. Unit H.	
89. Water stain at sill of Unit H.	
90. Water stain at threshold of Unit H.	

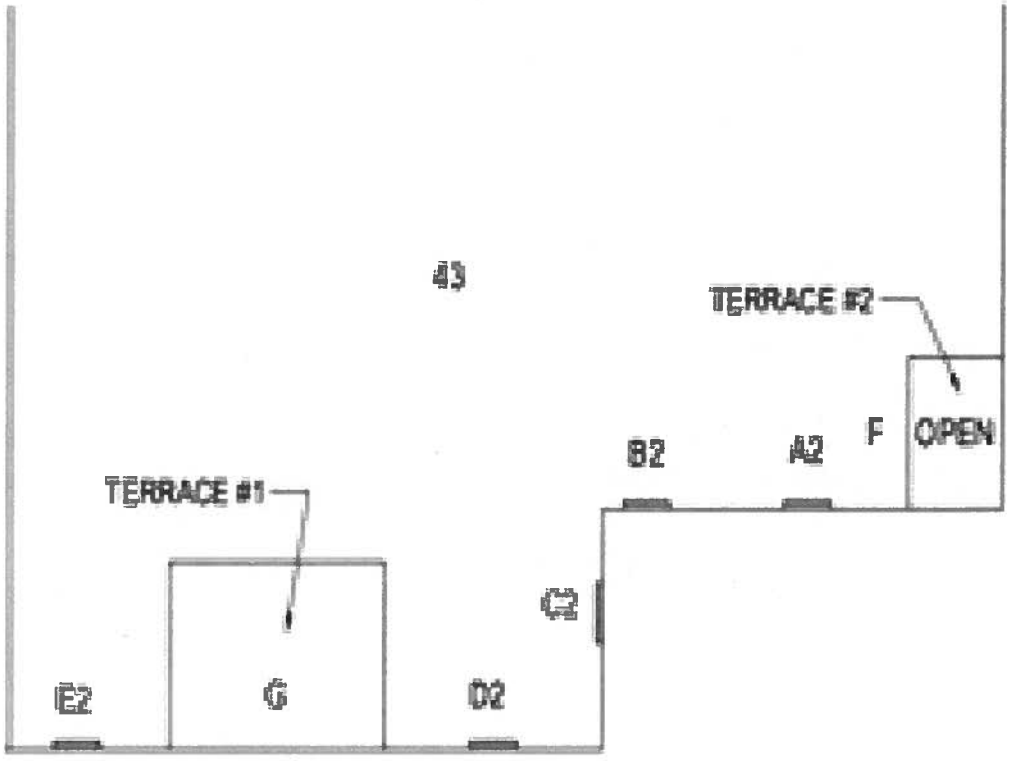
91. Loose solar film on Unit H.	
92. Unit I.	
93. Blistered solar film on Unit I.	
94. Damaged weather stripping on Unit I.	

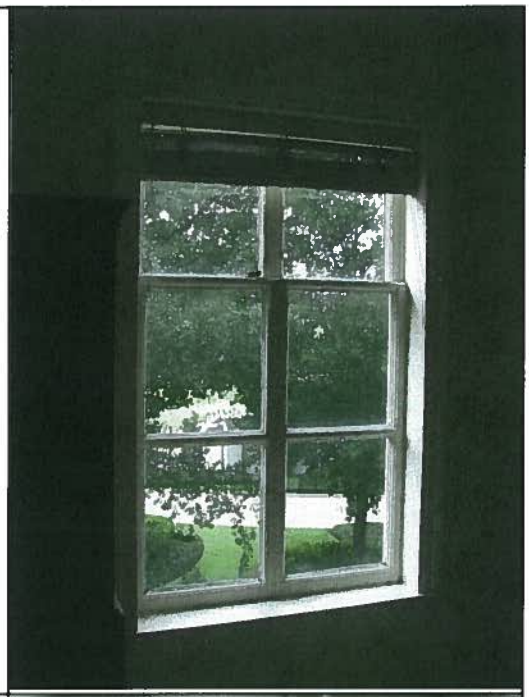
95. Damaged finish from water stain on sill of Unit I.



Unit #43 (5 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. Common deficiencies include loose seals at the glass, water stains at head, jambs and sills, damaged finishes, loose joints and the windows have been painted shut. Generally, the windows are in poor condition.



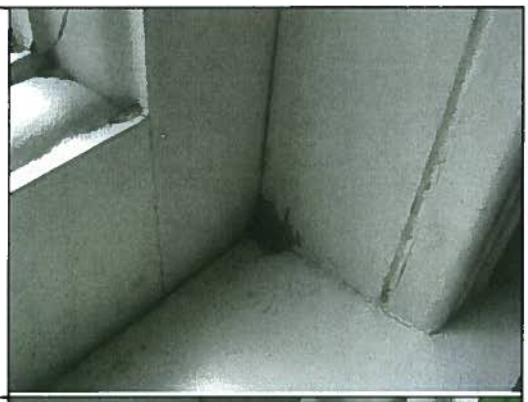
96. Unit A2.	
97. Decayed wood on Unit A2.	
98. Loose seal at glass on Unit A2.	

99. Loose joint on Unit A2.	
100. Damaged finish onUnit A2.	
101. Unit B2.	

102. Water stain on jamb and damaged finish on Unit B2.	
103. Excessive exterior sealant and a loose joint on Unit B2.	
104. Loose seal at glass on Unit B2.	

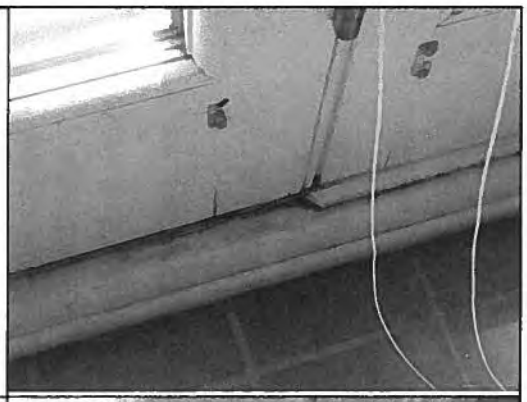
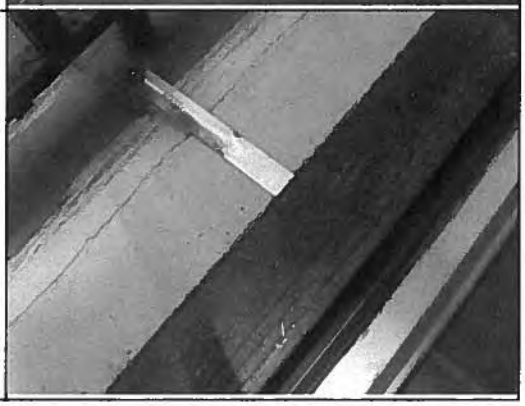
105. Unit C2.	
106. Damaged finish on Unit C2.	
107. Stain at head slide cover of Unit C2.	

108. Water stain on frame of Unit C2.	
109. Rust on exterior jamb of Unit C2.	
110. Unit D2.	

111. Damaged finish on Unit D2.	
112. Loose joint on Unit D2.	
113. Loose seal at glass on Unit D2.	
114. Rust on exterior jamb of Unit D2.	

115. Unit E2.	
116. Loose joint of Unit E2.	
117. Rust on exterior jamb of Unit E2.	

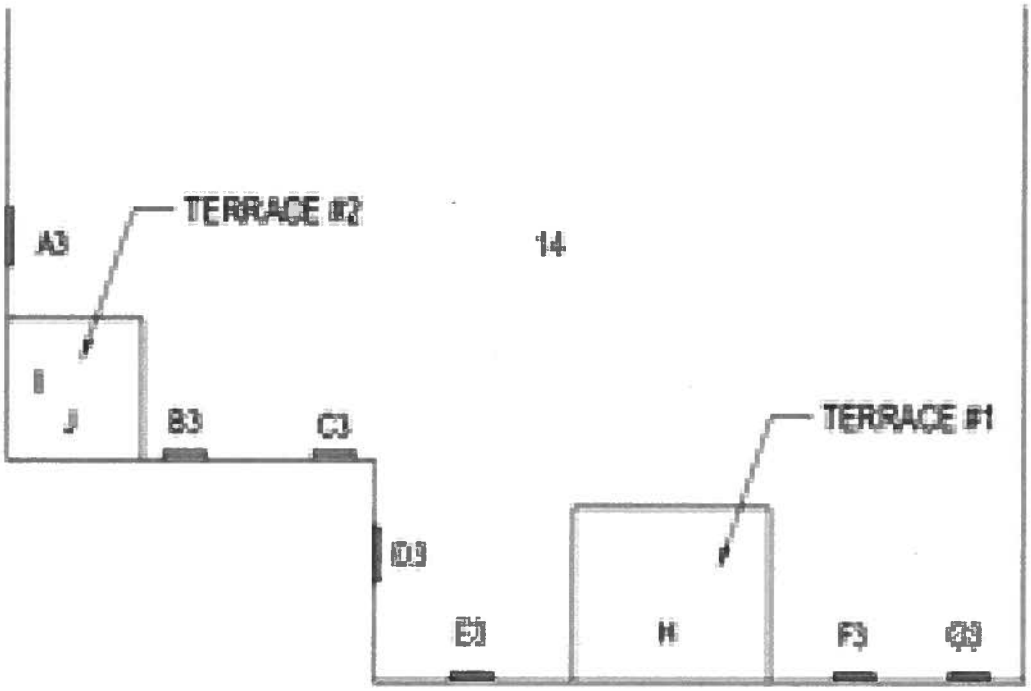
118. Unit F.	
119. Poor fit of Unit F.	
120. Decayed wood on terrace at Unit F.	
121. Unit G.	

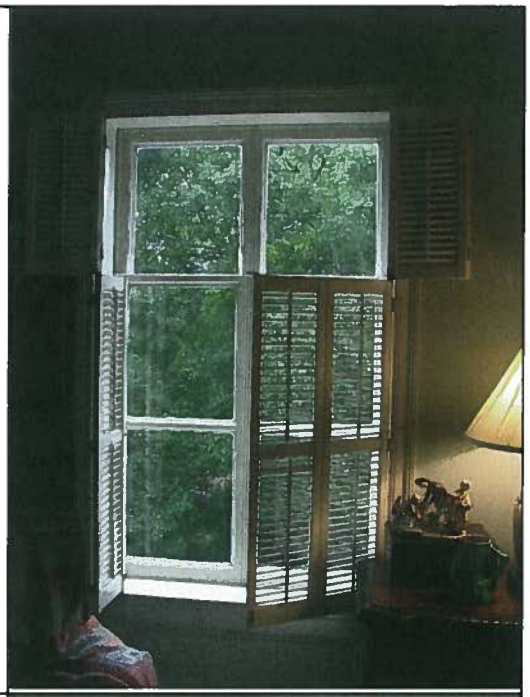
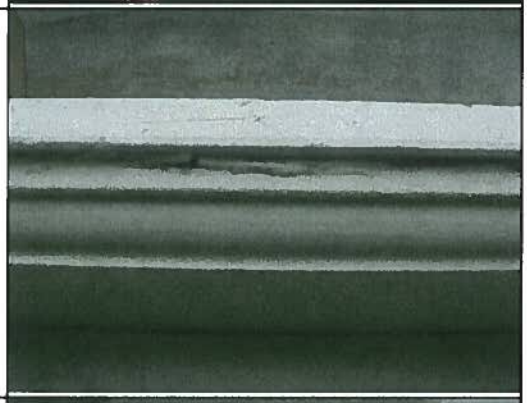
122. Water stain on sill of Unit G.	
123. Water stain on frame and sill of Unit G.	
124. No mastic under metal threshold at Unit G.	

FOURTH FLOOR

Unit #14 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The enclosures on the MBR terrace are both fully fixed glass. Common deficiencies include loose seals at the glass, water stains at head, jambs and sills, damaged finishes, loose joints and the windows have been painted shut. In general, the windows of this unit are in fair condition.



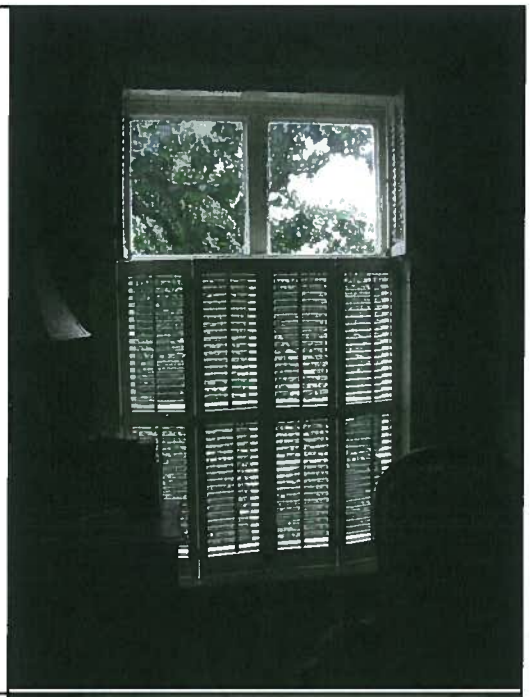
1. Unit A3.	
2. Damaged finish on Unit A3.	
3. Loose seal at glass on Unit A3.	

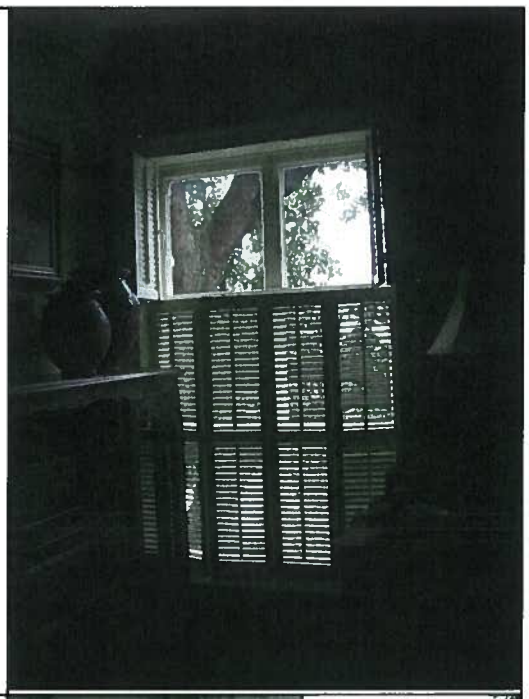
4. Unit B3.	
5. Loose joint on Unit B3.	
6. Rust on exterior jamb of Unit B3.	

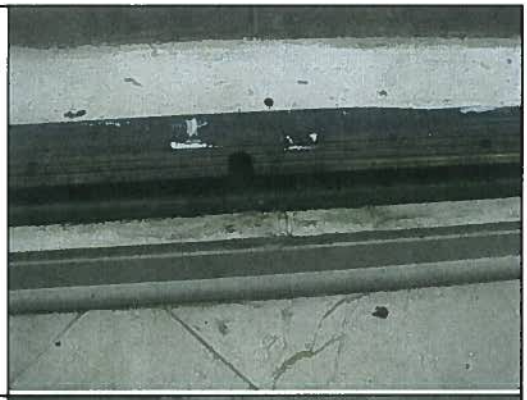
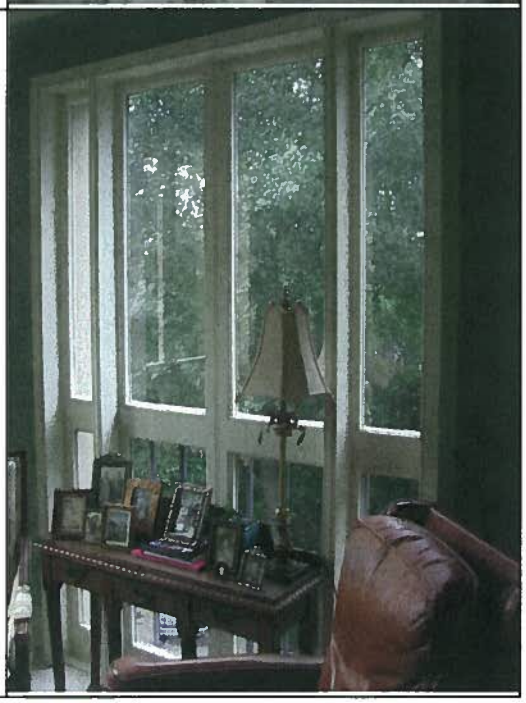
7. Unit C3.	
8. Loose seal at glass on Unit C3.	

9. Unit D3.	
10. Rusty water stain at slide cover on head of Unit D3.	
11. Rust at exterior jamb on Unit D3.	

12. Unit E3.	
13. Rust on exterior jamb on Unit E3.	

14. Unit F3.	
15. Rusty water stain on slide cover on Unit F3.	

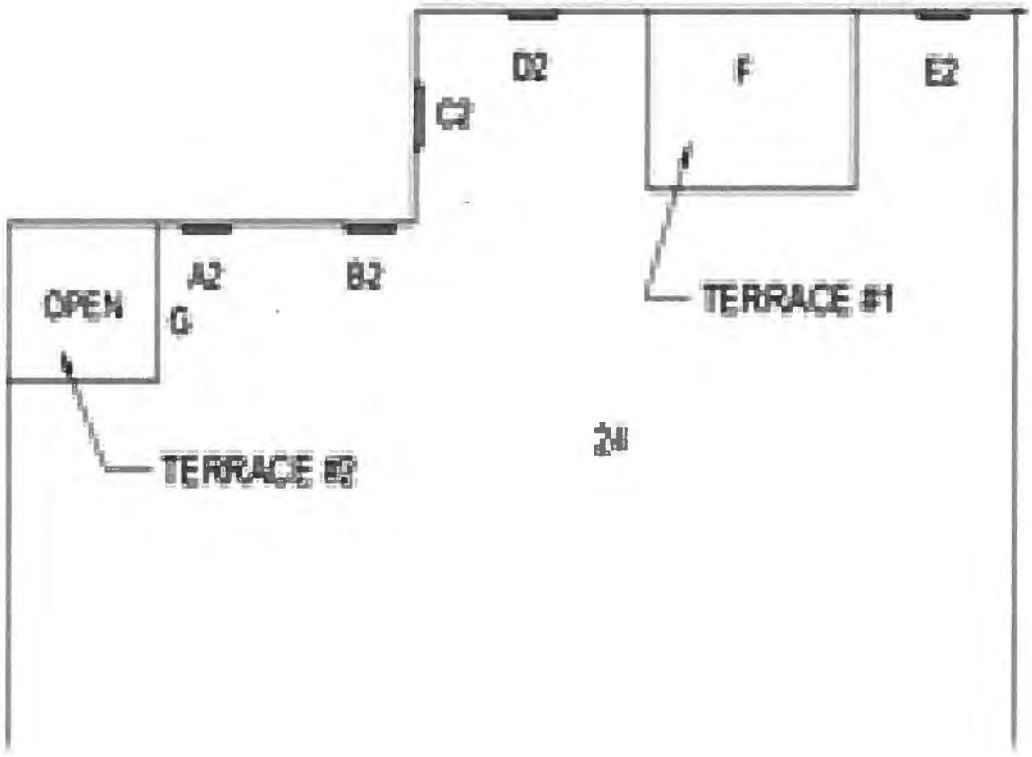
16. Unit G3.	
17. Rust at exterior jamb of Unit G3.	
18. Unit H (Terrace 1).	

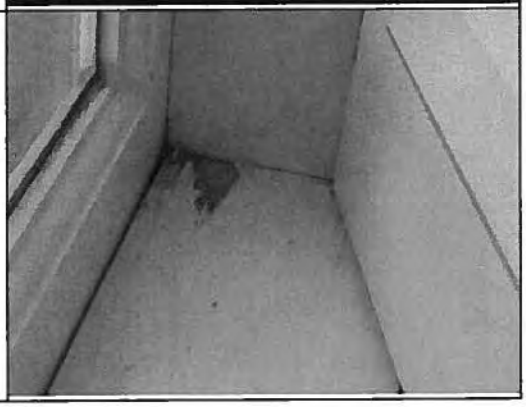
19. Water stain at threshold of Unit H.	
20. Rust on exterior jamb of Unit H.	
21. Unit I (Terrace 2).	

22. Damaged finish on Unit I.	
23. Unit J (Terrace 2).	

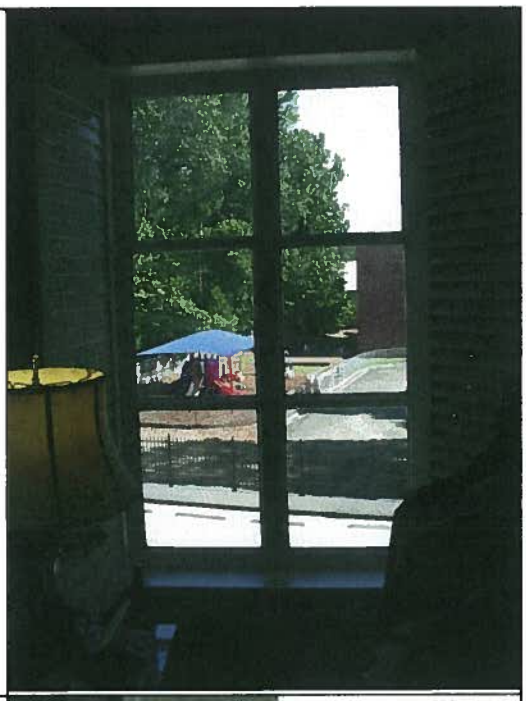
Unit #24 (5 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

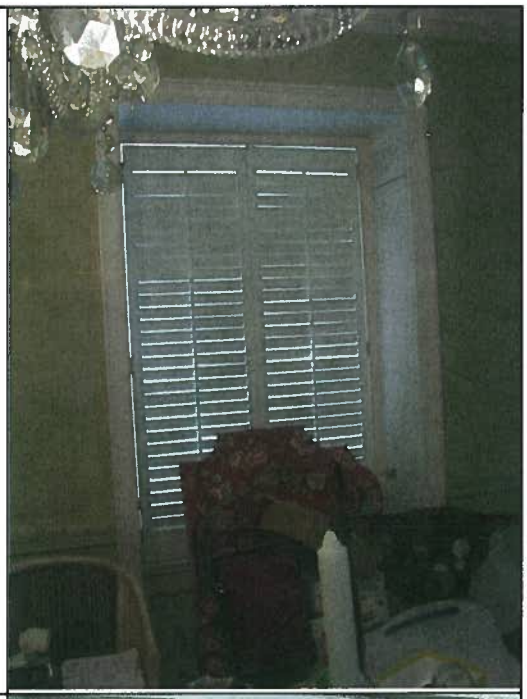
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. Common deficiencies include water stains at heads, jambs, frames and sills, damaged finishes. Generally, the windows are in poor to fair condition.

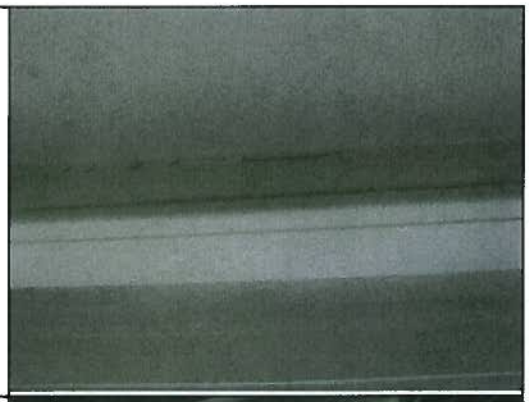
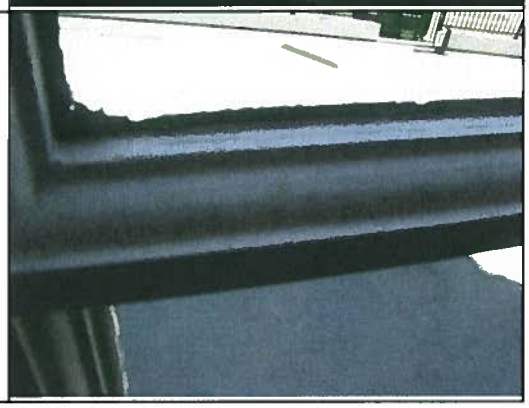


24. Unit A2.	
25. Water stain on sill of Unit A2.	
26. Damaged finish and water stain on sill of Unit A2.	

27. Water stain on frame of Unit A2.	
28. Water stain at head of Unit A2.	
29. Water stain on jamb of Unit A2.	

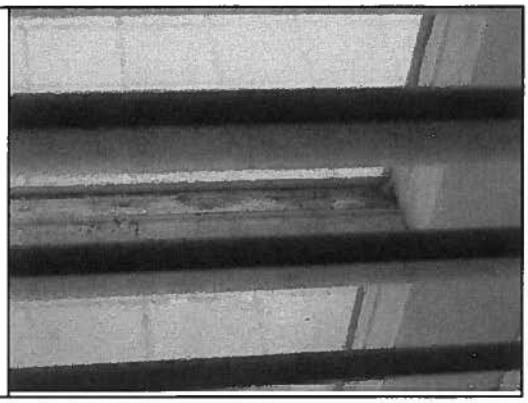
30. Unit B2.	
31. Water stain on frame of Unit B2.	

32. Unit C2.	
33. Water stain on sill of Unit C2.	
34. Water stain on frame of Unit C2.	

35. Water damaged wall above head of Unit C2.	
36. Unit D2.	
37. Water stain on frame of Unit D2.	

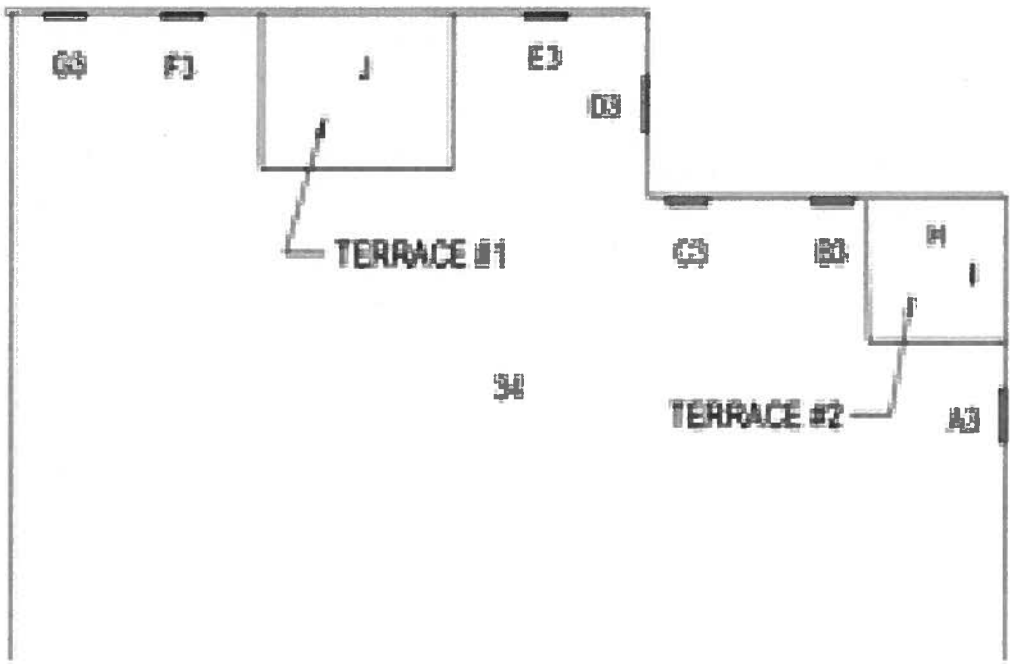
38. Damaged finish at sill/jamb of Unit D2.	
39. Unit E2.	
40. Stain at sill and frame of Unit E2.	

41. Rust on slide cover at head of Unit E2.	
42. Unit F.	
43. Water stain on sill and frame of Unit F.	
44. Unit G. There was no access to this unit.	

45. Water stain on frame of Unit G through shutter.	

Unit #34 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). On the Living Room terrace, severely decayed wood was observed at the threshold. The casement enclosures at MBR terrace are poor because of the design with an open joint that extends from the exterior sill below the casement windows above to the interior of the lower fixed panels below. Common deficiencies include loose seals at the glass, water stains at heads, jambs, frames and sills, damaged finishes, loose joints and the windows have been painted shut. In general, the windows of this unit are in poor condition with some exceptions.



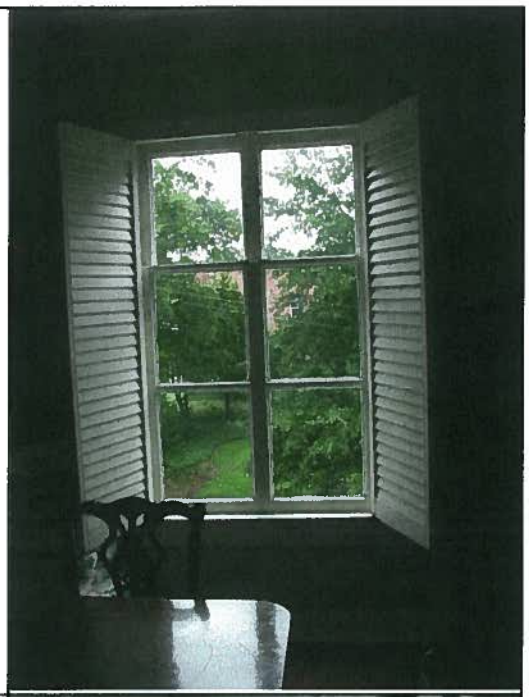
46. Unit A3.	
47. Loose seal at glass on Unit A3.	
48. Water stain on frame of Unit A3.	

49. Unit B3.	
50. Water stain with mildew on frame and jamb of Unit B3.	
51. Water stain on frame of Unit B3.	

52. Unit C3.	
53. Damaged slide of Unit C3.	

54. Unit D3.	
55. Water stain on sill of Unit D3.	
56. Water stain on jamb of Unit D3.	

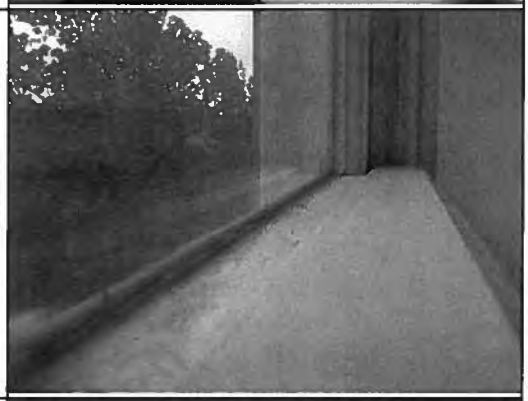
57. Water stain at head and jamb of Unit D3.	
58. Water stain and rust at head of Unit D3.	
59. Split exterior sill at Unit D3.	

60. Unit E3.	
61. Damaged finish of Unit E3.	
62. Excessive exterior sealant on Unit E3.	

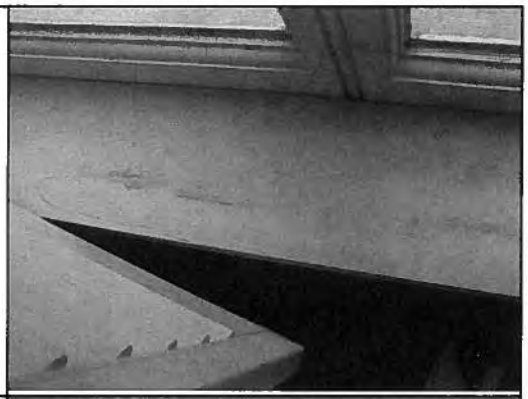
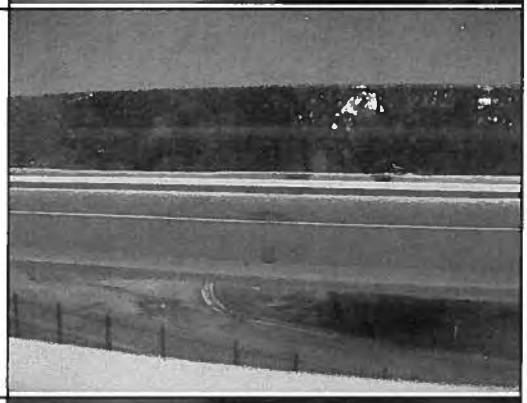
63. Water stain on frame of Unit E3.	
64. Water stain on head of Unit E3.	
65. Unit F3.	

66. Damaged finish on Unit F3.

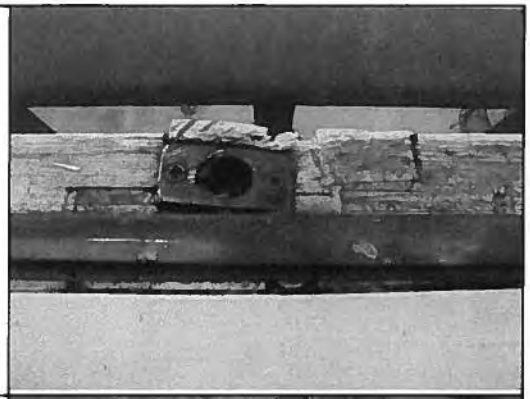
67. Water stain on frame of Unit F3.



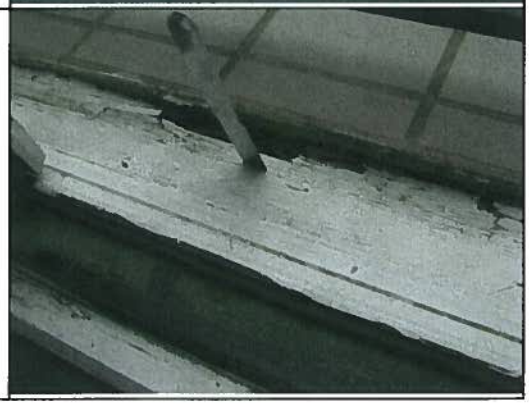
68. Unit G3.

69. Water stain on sill of Unit G3.	
70. Water stain on frame of Unit G3.	
71. Water stain on frame of Unit G3.	
72. Water stain on jamb of Unit G3.	

73. Unit H.	
74. Damaged finish on sill of Unit H.	
75. Poor fit of unit into opening at Unit H.	

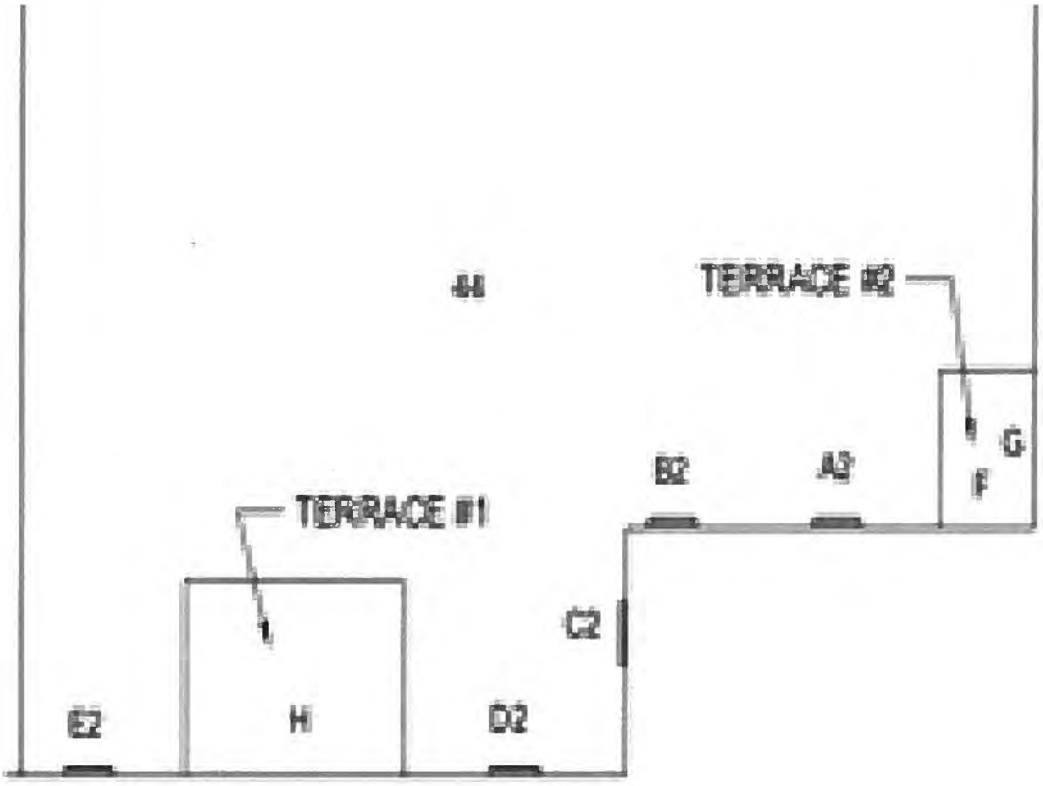
76. Decayed wood at strike plate on Unit H.	
77. Water stain on frame of Unit H.	
78. Loose joint in frame of Unit H.	
79. Loose joint and poor fit at Unit H.	

80. Unit I.	
81. Loose joint in Unit I.	
82. Open joint of frame from exterior to interior (poor design) on Unit I.	

83. Water stain on frame of Unit I.	
84. Unit J.	
85. Interior severely decayed wood at sill of Unit J.	
86. Exterior severely decayed wood at sill of Unit J.	

Unit #44 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The enclosures on the MBR terrace are both fully fixed glass. Screens have been installed on the exterior of the Living Room terrace enclosure doors. Common deficiencies include loose seals at the glass, water stains at jambs, frames and sills, damaged finishes, broken glass, loose joints and the windows have been painted shut. In general, the windows of this unit are in poor to fair condition.

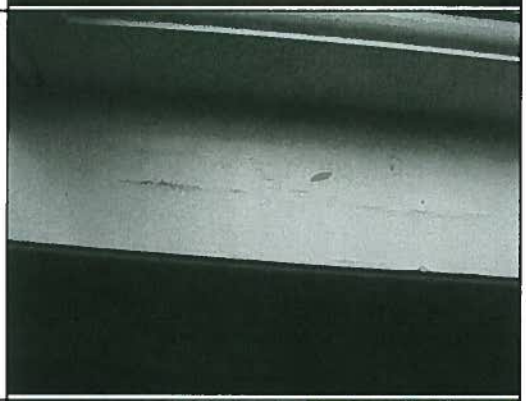


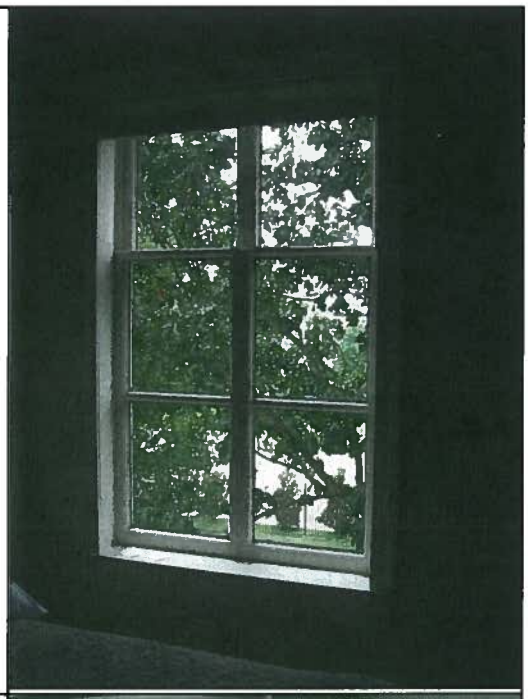
87. Unit A2.	
88. Damaged finish of sill on Unit A2.	
89. Stain on frame at loose joint of Unit A2.	

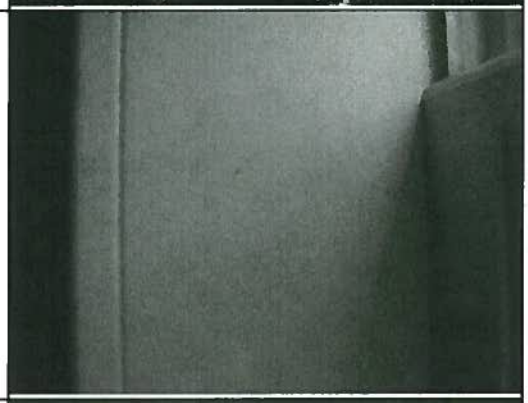
90. Broken glass in Unit A2.	
91. Loose seal at glass in Unit A2.	
92. Water stain on frame on Unit A2.	
93. Rust on exterior jamb at Unit A2.	

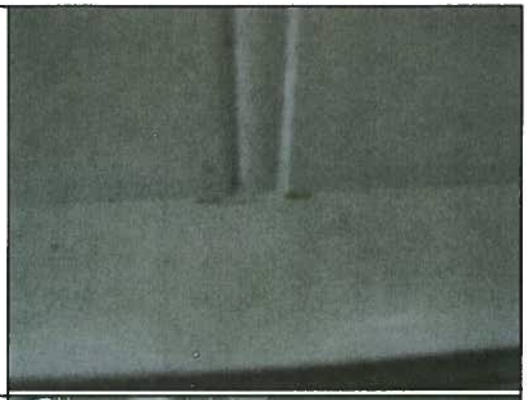
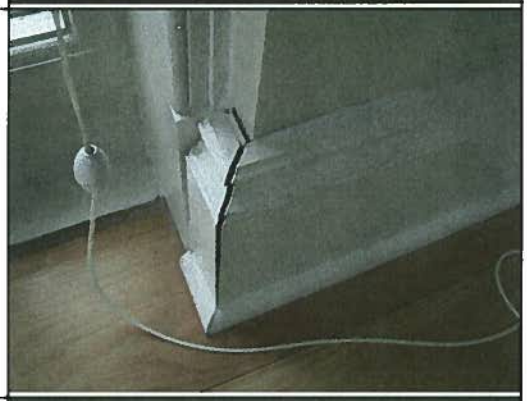
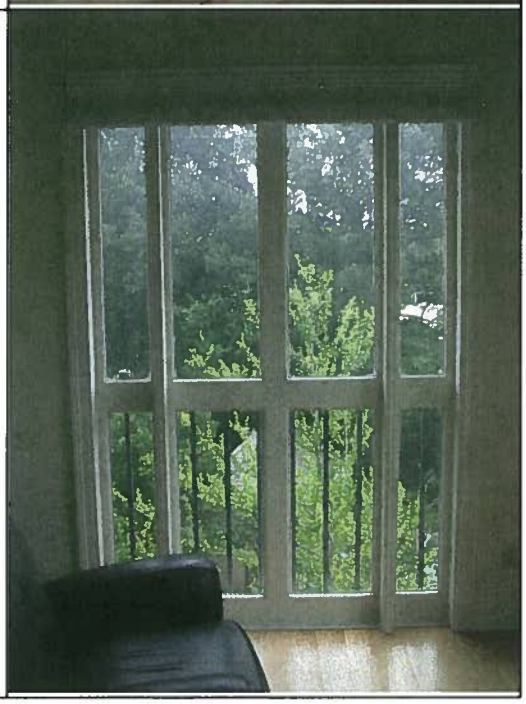
94. Unit B2.	
95. Water stain on frame at head of Unit B2.	

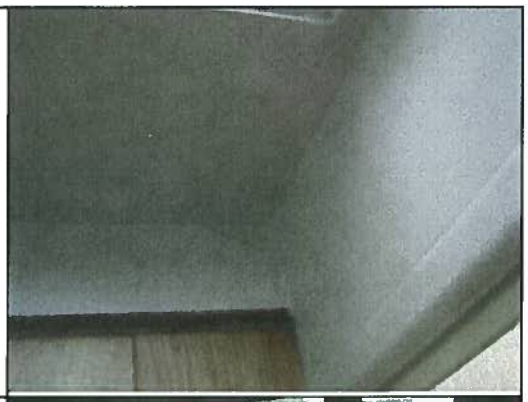
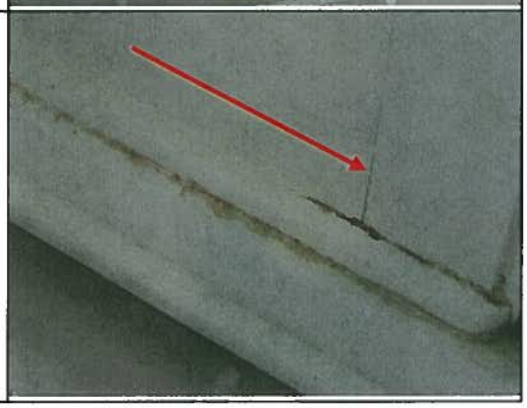
96. Unit C2.	
97. Damaged finish on sill of Unit C2.	
98. Excessive exterior sealant and a loose joint in the frame of Unit C2.	

99. Unit D2.	
100. Damaged finish on sill of Unit D2.	
101. Rust on exterior jamb of Unit D2.	

102. Unit E2.	
103. Damaged finish on sill of Unit E2.	
104. Loose seal at glass on Unit E2.	

105. Broken glass in Unit E2.	
106. Water stain on jamb of Unit E2.	
107. Unit F.	

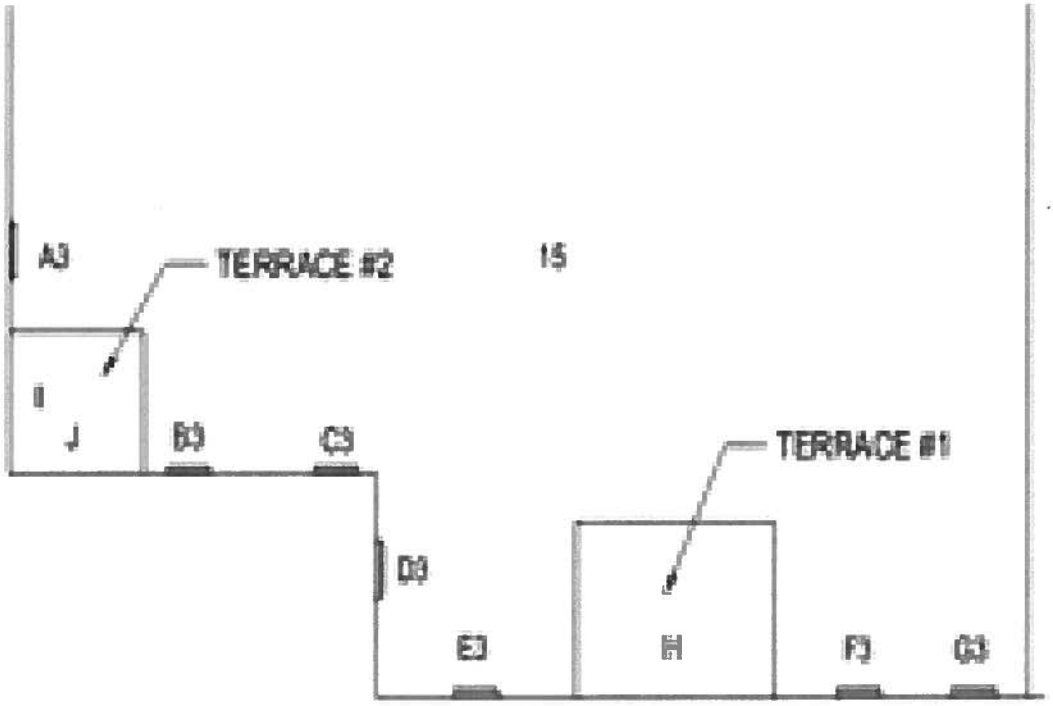
108. Water stain on sill of Unit F.	
109. Damaged base board adjacent to Unit F.	
110. Unit G.	

111. Water stain on sill of Unit G.	
112. Unit H.	
113. Water stain on sill under door of Unit H.	
114. Loose joint in frame of Unit H.	

FIFTH FLOOR

Unit #15 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

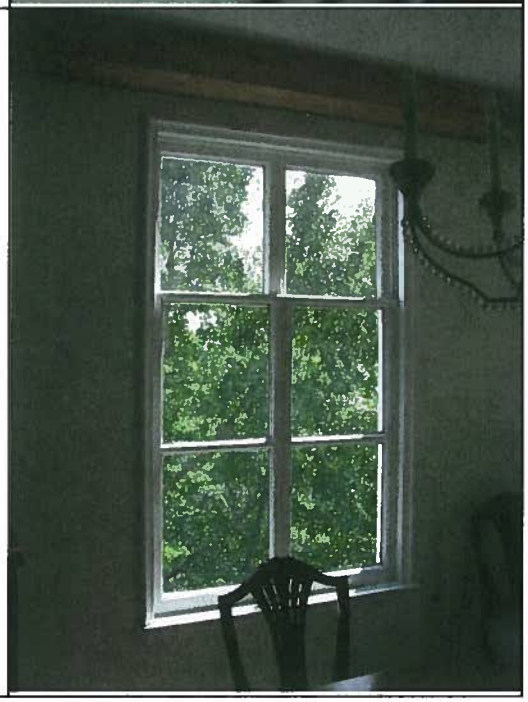
Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include loose seals at the glass, decayed wood, water stains on the frame, damaged finishes, and broken glass. In general, the windows of this unit are in poor to fair condition.

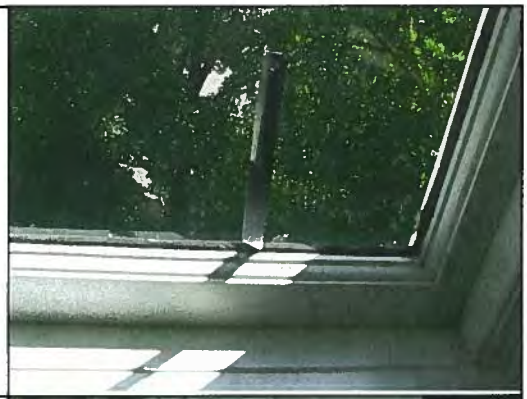


1. Unit A3.	
2. Unit B3.	

3. Loose seal at glass of Unit B3.	
4. Rust on exterior jamb of Unit B3.	
5. Unit C3.	

6. Excessive exterior sealant on Unit C3.	
7. Damaged slide on Unit C3.	
8. Unit D3.	

9. Damaged slide on Unit D3.	
10. Rust on exterior jamb of Unit D3.	
11. Unit E3.	

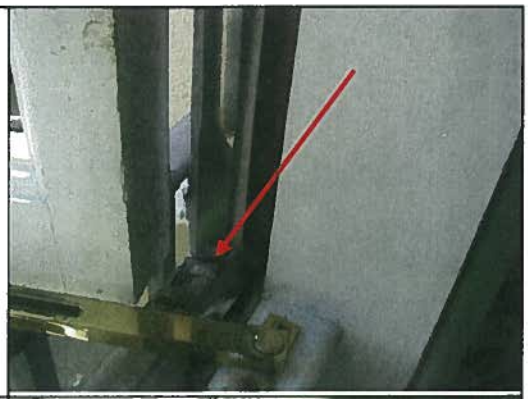
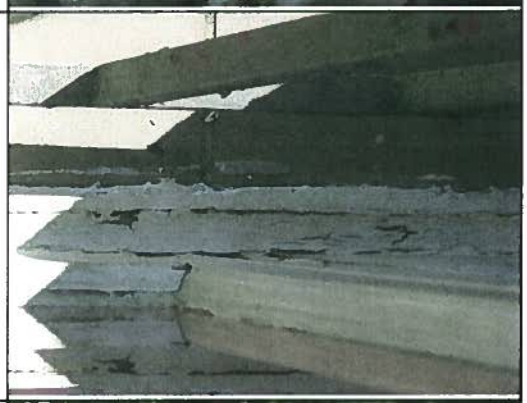
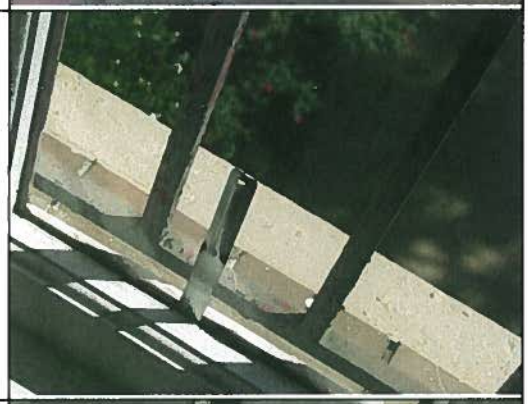
12. Loose seal at glass of Unit E3.	
13. Rust on exterior jamb and sill of Unit E3.	
14. Unit F3.	

15. Loose seal at glass of Unit F3.	
16. Split interior jamb of Unit F3.	
17. Unit G3.	

18. Loose seal at glass of Unit G3.	
19. Rust on exterior jamb of Unit G3.	
20. Unit H.	
21. Split exterior sill at Unit H.	

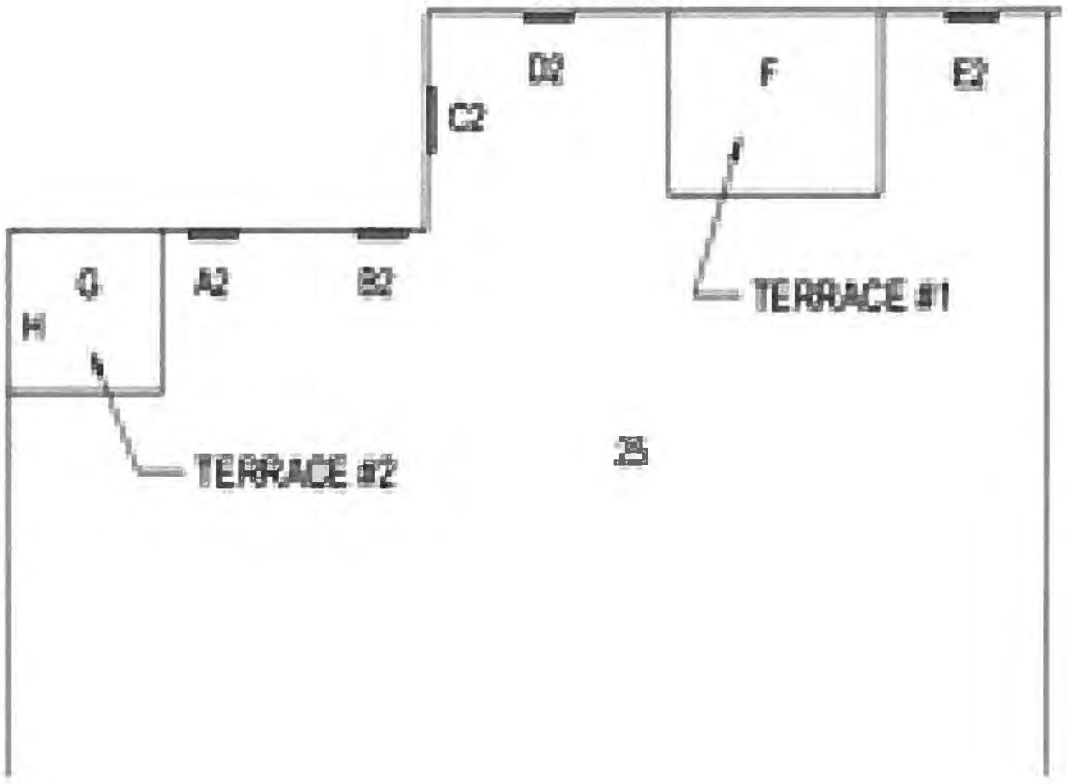
22. Unit I.	
23. Broken glass in Unit I.	
24. Water stain on frame of Unit I.	

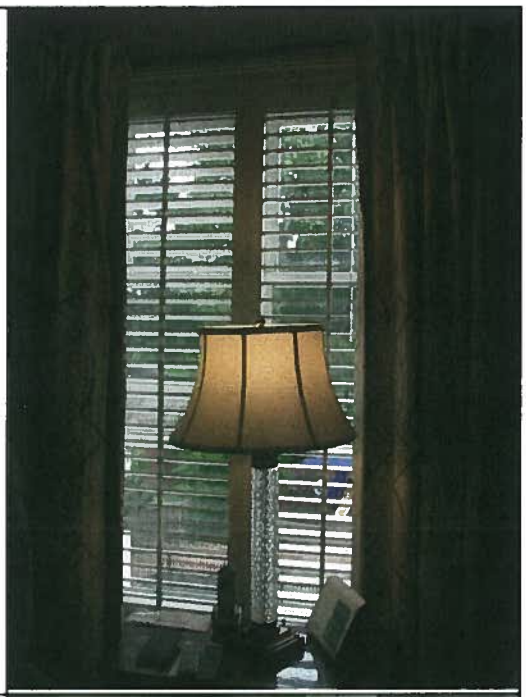
25. Unit J.	
26. Loose solar film on Unit J.	
27. Open joint from exterior to interior on Unit J.	

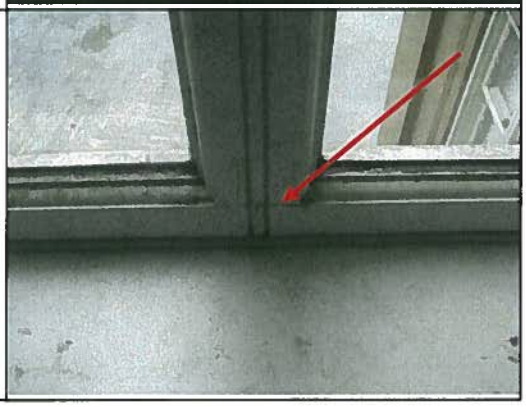
28. Loose joint on Unit J.	
29. Severely decayed wood at the exterior sill of Unit J.	
30. Loose seal at glass on Unit J.	
31. Loose seal at glass on Unit J.	

Unit #25 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

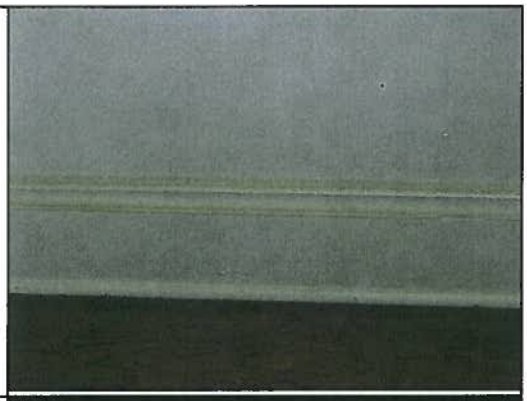
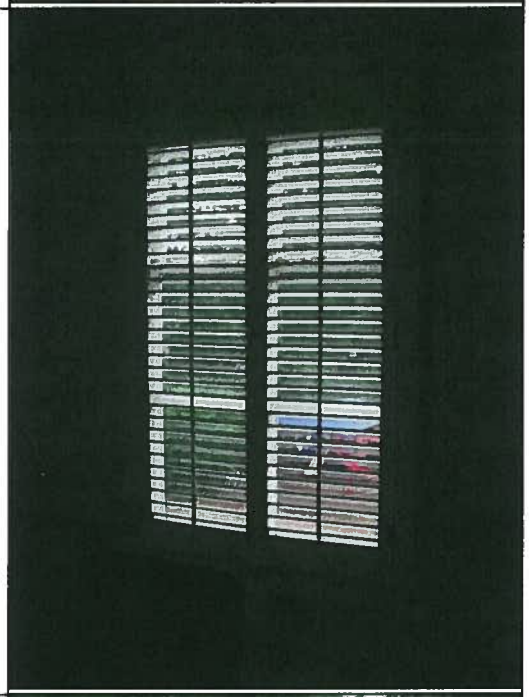
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include loose seals at the glass, water stains on the sills and frames, damaged finishes, and broken glass. Both Dining Room windows have water stains on the base boards below. One unit in the Dining Room had a towel on top of the operable sash. In general, the windows of this unit are in poor to fair condition.

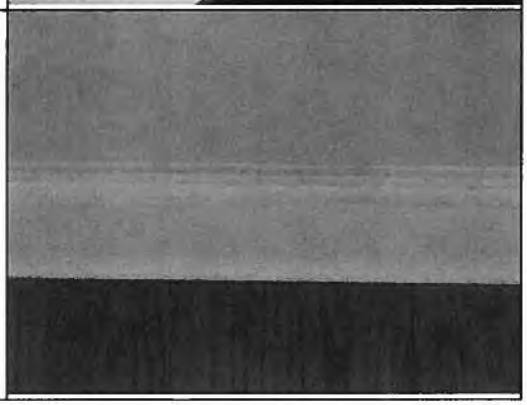


32. Unit A2.	
33. Split interior sill of Unit A2.	
34. Water stain on frame of Unit A2.	

35. Unit B2.	
36. Water stain on sill of Unit B2.	
37. Loose joint in frame of Unit B2.	

38. Unit C2.	
39. Water stain with mildew on frame and jamb of Unit C2.	
40. Water stain on frame of Unit C2.	

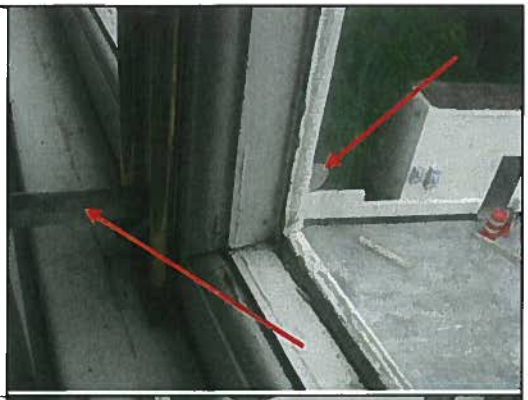
41. Stain on base board below Unit C2.	
42. Unit D2.	
43. Loose seal at glass on Unit D2.	

44. Loose joint in frame of Unit D2.	
45. Damaged finish on sill of Unit D2.	
46. Stain on base board below Unit D2.	

47. Unit E2.	
48. Damaged finish of sill of Unit E2.	
49. Water stain on frame of Unit E2.	

50. Damaged frame of Unit E2.	
51. Unit F.	
52. Water stain on sill (threshold) of Unit F.	
53. Loose joint in sill of Unit F.	

54. Damaged finish on frame of Unit F.	
55. Unit G.	
56. Open joint at meeting casement leaves on Unit G.	

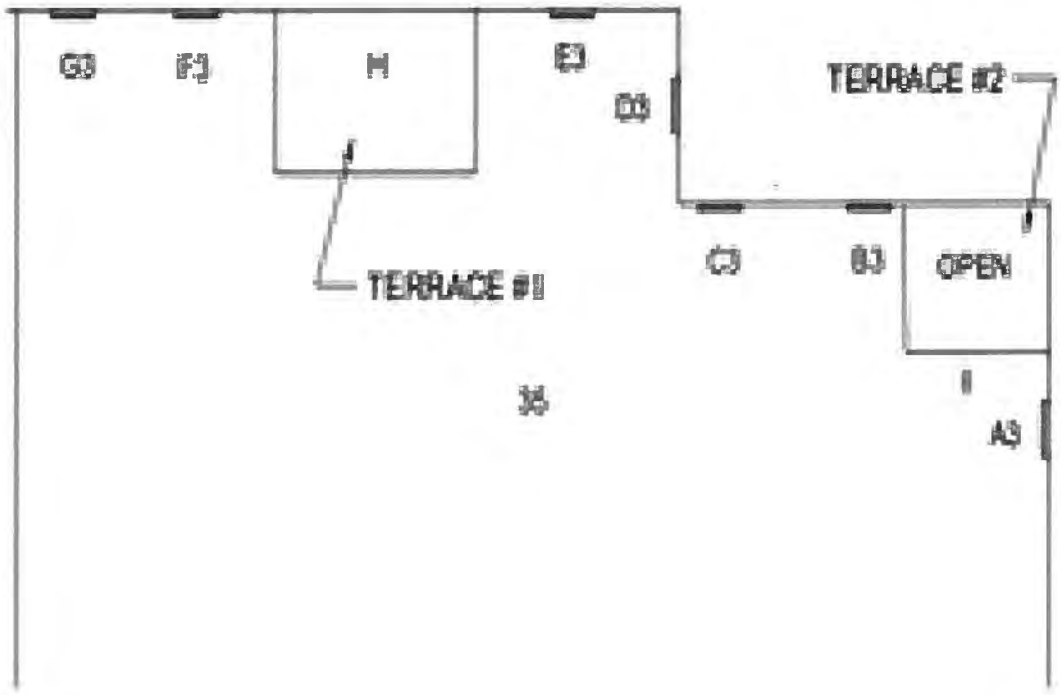
57. Open joint at meeting casement leaves on Unit G. Note probe passing through opening.	
58. Damaged finish on frame and sill of Unit G.	
59. Loose joint in frame of Unit G.	
60. Water stain on frame and sill of Unit G.	

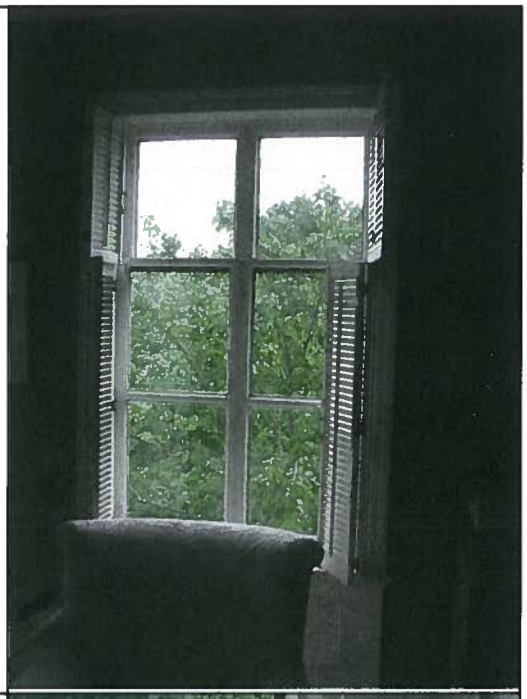
61. Unit H.	
62. Damaged finish on frame of Unit H.	
63. Water stain on casement frame of Unit H.	

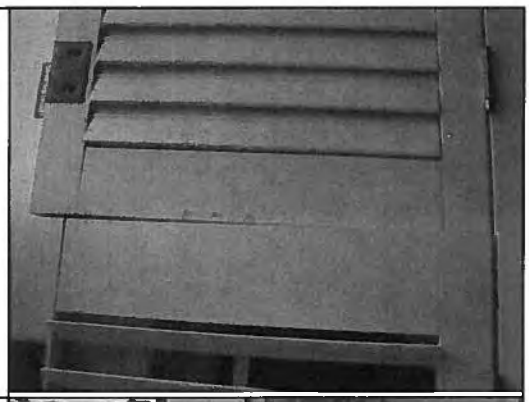
64. Loose joint in casement frame of Unit H.

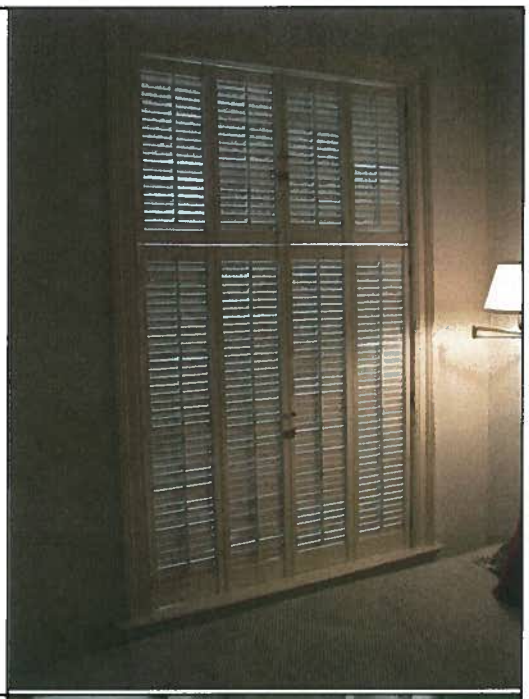
Unit #35 (7 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. On the Living Room terrace, the owner reports wind-blown rain enters at the threshold. Common deficiencies include water stains at frames and sills and damaged finishes. In general, the windows of this unit are in fair condition with some exceptions to be addressed.



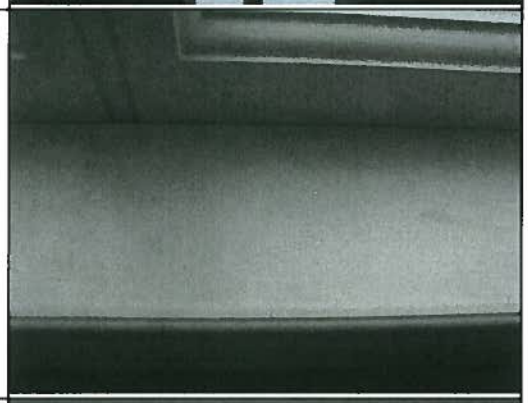
65. Unit A3.	
66. Water stain on frame of Unit A3.	
67. Damaged finish on Unit A3.	

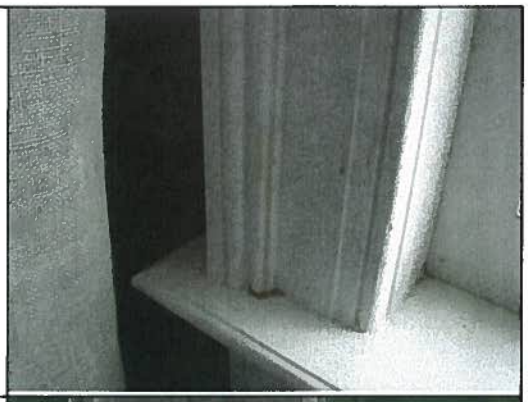
68. Water stain on inside face of shutters on Unit A3.	
69. Water stain on frame of Unit A3.	
70. Rust on exterior jamb of Unit A3.	

71. Unit B3.	
72. Water stain on frame and jamb with mildew on Unit B3.	
73. Water stain on frame of Unit B3.	

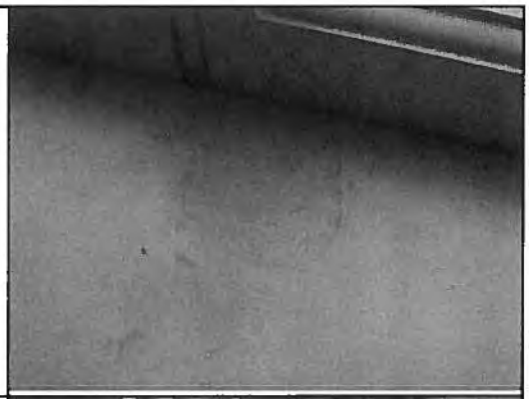
74. Unit C3.	
75. Water stain on frame of Unit C3.	

76. Unit D3.	
77. Water stain on frame of Unit D3.	

78. Unit E3.	
79. Water stain on sill of Unit E3.	
80. Water stain on base board from Unit E3 above.	

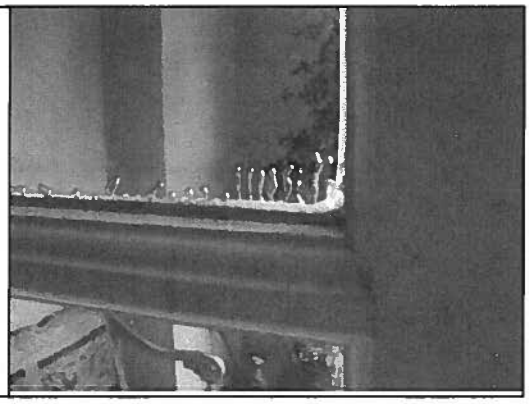
81. Water stain on jambe trim of Unit E3.	
82. Water stain on frame of Unit E3.	
83. Unit F3.	

84. Water stain on sill of Unit F3.	
85. Water stain on frame of Unit F3.	
86. Unit G3.	

87. Water stain on sill of Unit G3.	
88. Water stain on frame of Unit G3.	
89. Damaged slide on Unit G3.	
90. Unit H.	

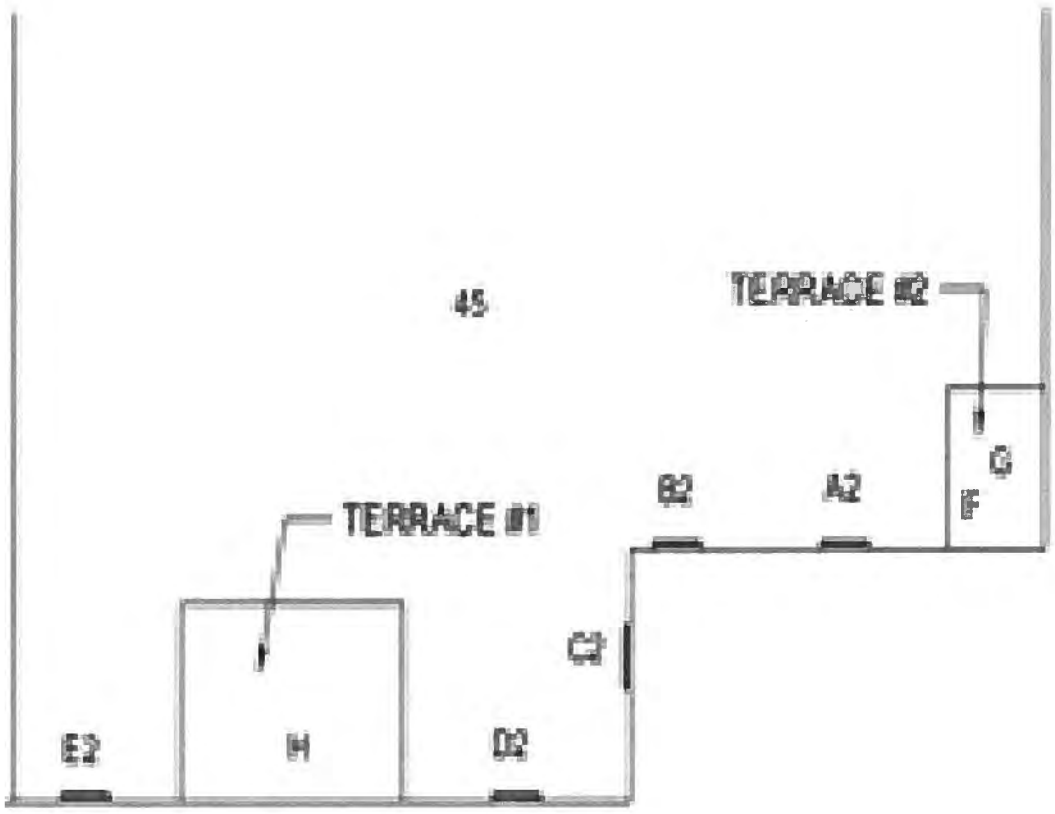
91. Damaged finish on sill at threshold of Unit H.	
92. Unit I.	
93. Excessive sealant, failing, on Unit I.	
94. Water stain on sill (threshold) of Unit I.	

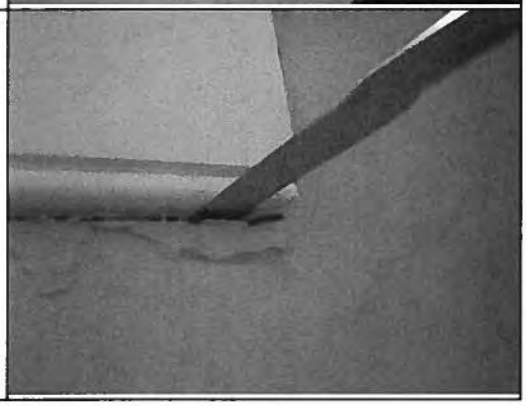
95. Loose solar film on Unit I.

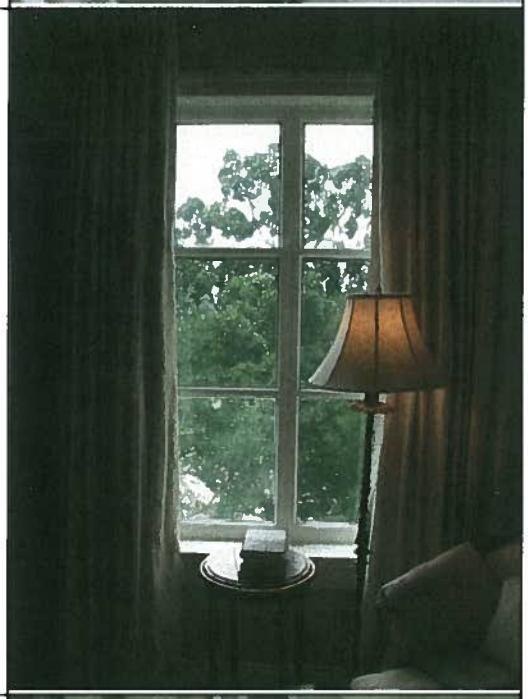


Unit #45 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

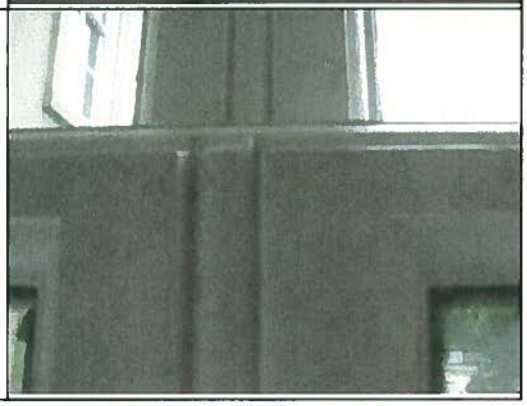
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The casement enclosures at MBR terrace are poor because of the design with an open joint that extends from the exterior sill below the casement windows above to the interior of the lower fixed panels below. Common deficiencies include loose seals at the glass, decayed wood, water stains at heads, frames and sills, damaged finishes, loose joints and loose solar film. In general, the windows of this unit are in poor to fair condition.



96. Unit A2.	
97. Damaged finish on jamb of Unit A2.	
98. Open joint below the sill skirt of Unit A2.	

99. Rust on slide cover with damaged slide of Unit A2.	
100. Unit B2.	
101. Loose solar film on Unit B2.	

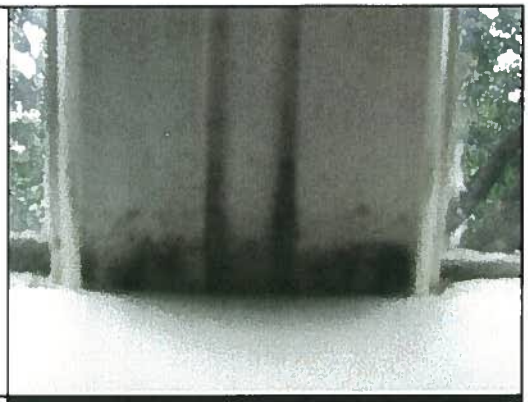
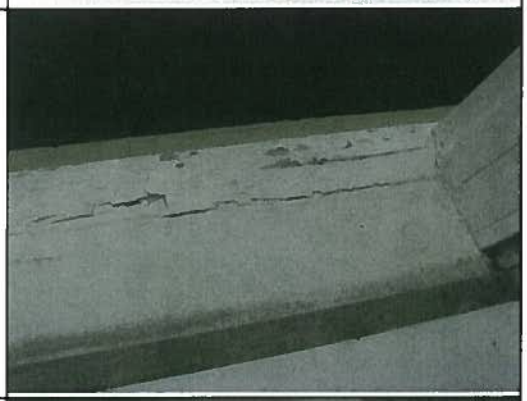
102. Loose joint in Unit B2.	
103. Rust on the exterior jamb of Unit B2.	
104. Unit C2.	

105. Damaged finish on frame of Unit C2.	
106. Water stain on frame of Unit C2.	
107. Water stain on frame with loose joint on Unit C2.	
108. Water stain on frame of Unit C2.	

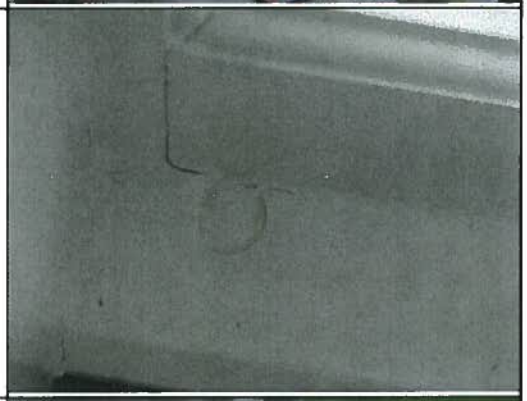
109. Unit D2.	
110. Loose joint in frame of Unit D2.	
111. Loose solar film on Unit D2.	

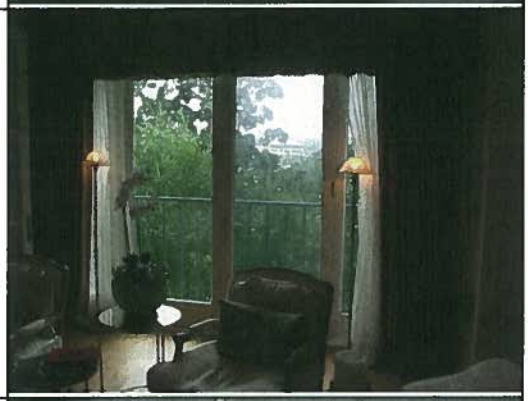
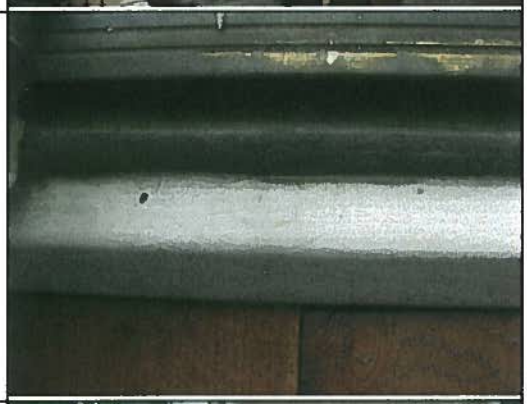
112. Loose seal at glass of Unit D2.	
113. Damaged slide on Unit D2.	
114. Water stain and damaged finish on frame of Unit D2.	
115. Rust on exterior jamb of Unit D2.	

116. Unit E2.	
117. Water stain on frame of Unit E2.	
118. Water stain on frame and jamb with mildew on Unit E2.	

119. Mildew stain on frame of Unit E2.	
120. Split exterior sill at Unit E2.	
121. Unit F.	

122. Water stain on sill at loose joint on Unit F.	
123. Water stain on sill at loose joint on Unit F.	
124. Decayed exterior wood of Unit F.	
125. Open joint from poor design at Unit F.	

126. Unit G.	
127. Water stain on sill with a loose joint at Unit G.	
128. Loose solar film on Unit G.	

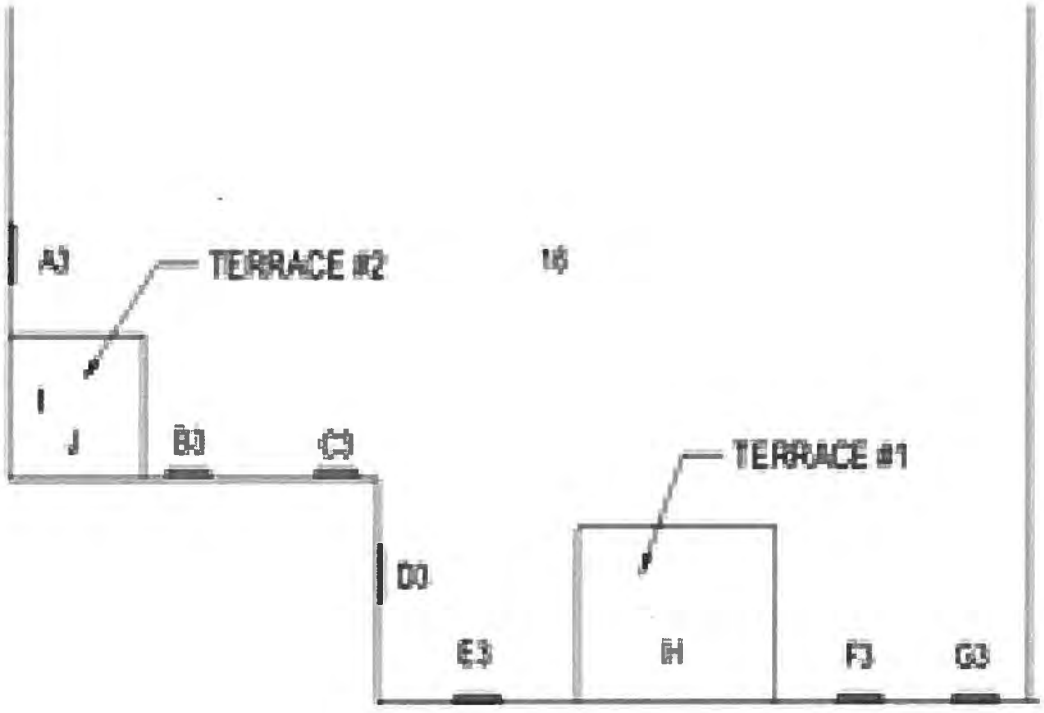
129. Loose seal at glass on Unit G.	
130. Unit H.	
131. Water stain on sill at threshold of Unit H.	
132. Loose joint in frame of Unit H.	

133. Water stain at threshold from under the door on Unit H.	
134. Water stain on frame and sill of Unit H.	

SIXTH FLOOR

Unit #16 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Units in Bedroom 3 had no access and the conditions had to be assumed. Decayed wood was observed at the Terrace 1 enclosure and at unit "J" on the MBR terrace. Common deficiencies include loose seals at the glass, decayed wood, damaged finishes, and loose joints and loose film. In general, the windows of this unit are in poor to fair condition.

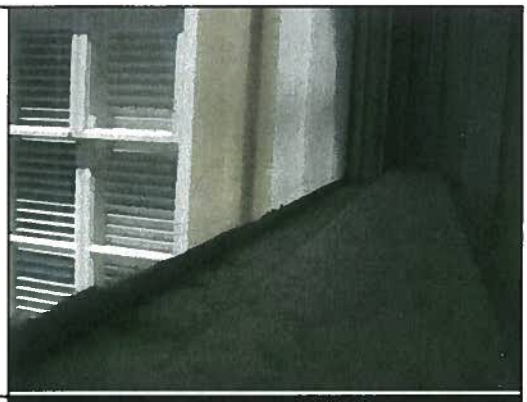


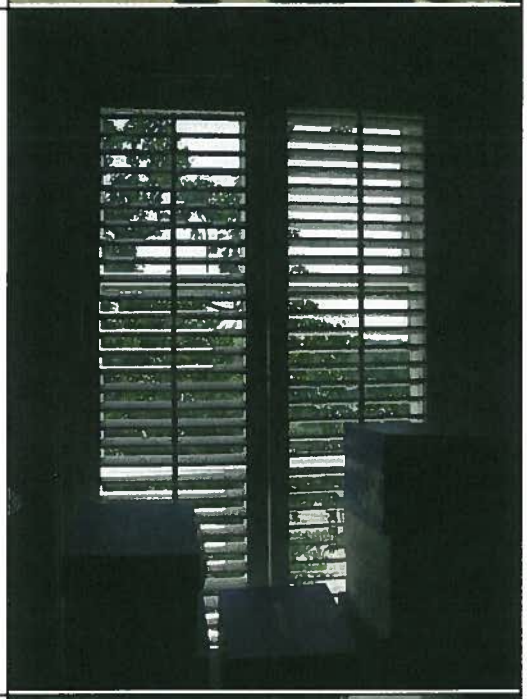
1. Unit A3.	
2. Damaged finish, loose joint and loose seal at glass of Unit A3.	
3. Rust on exterior sill of Unit A3.	

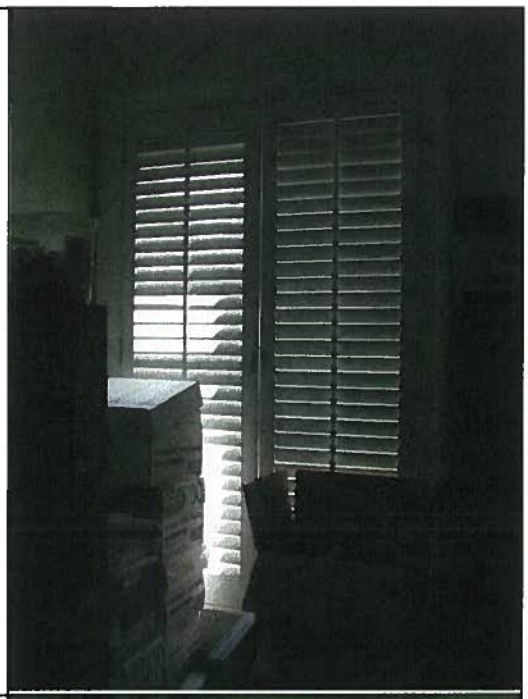
4. Unit B3.	
5. Loose seal at glass of Unit B3.	
6. Loose seal at glass and damaged finish of Unit B3.	

7. Rust on exterior jamb of Unit B3.	
8. Unit C3.	
9. Loose joint of Unit C3.	

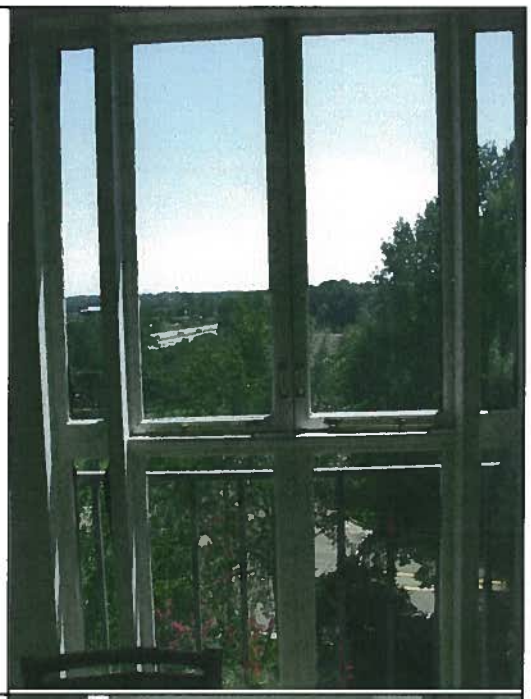
10. Loose seal at glass of Unit C3.	
11. Unit D3.	
12. Water stain with mildew on frame and jamb of Unit D3.	

13. Water stain on frame of Unit D3.	
14. Unit E3.	
15. Loose seal at glass of Unit E3.	

16. Damaged finish on frame of Unit E3.	
17. Unit F3, no access.	
18. Apparent loose seal at glass on Unit F3.	

19. Unit G3, no access.	
20. Unit H.	
21. Decayed wood at Unit H.	

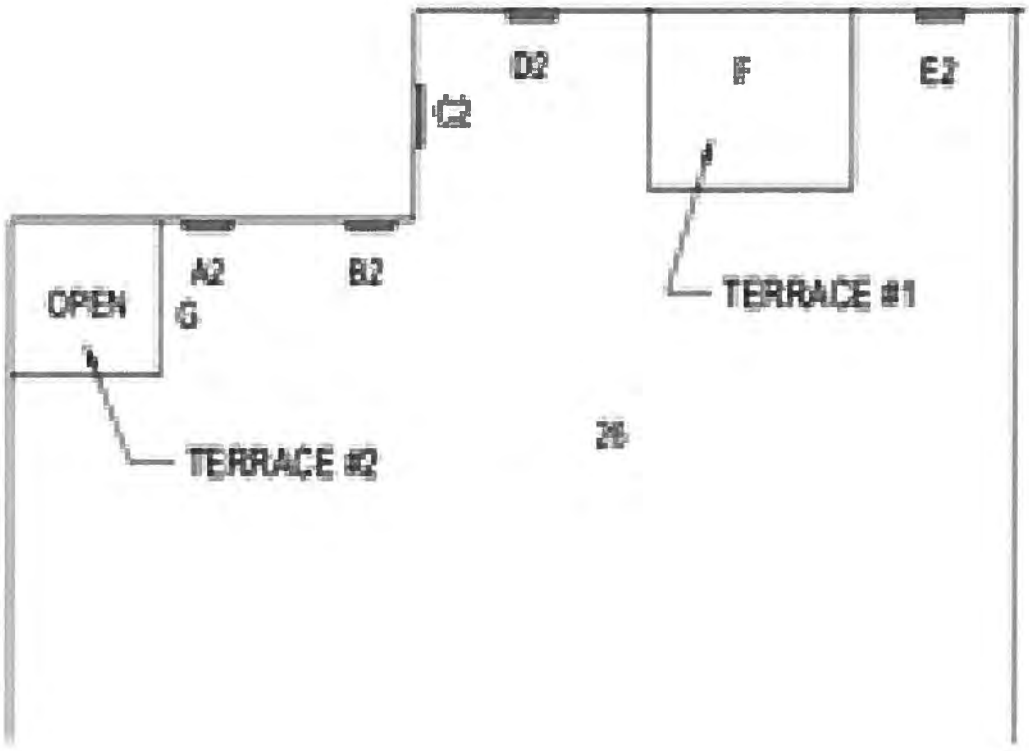
22. Unit I.	
23. Owner imposed inoperable casements of Unit I.	
24. Loose joint on Unit I.	

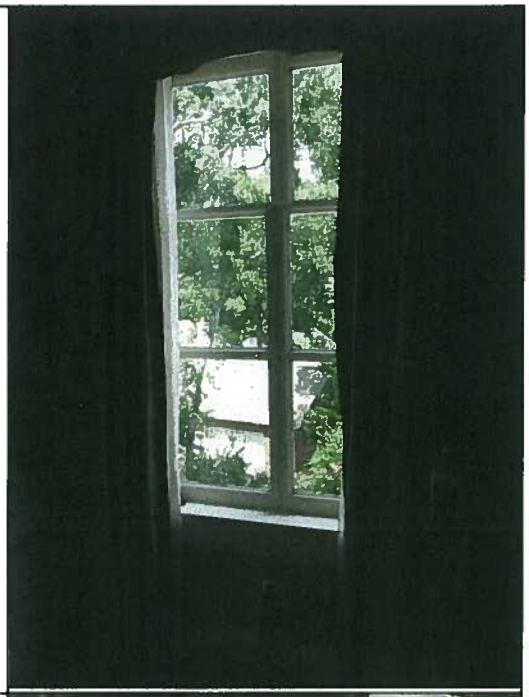
25. Unit J.	
26. Failing insulated glass gasket in Unit J.	
27. Open joint on Unit J.	

28. Severely decayed exterior wood sill of Unit J.	

Unit #26 (5 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. Common deficiencies include water stains on the heads, jambs and frames, damaged finishes, and broken glass. Both Dining Room windows have water stains on the base boards below. In general, the windows of this unit are in fair condition.



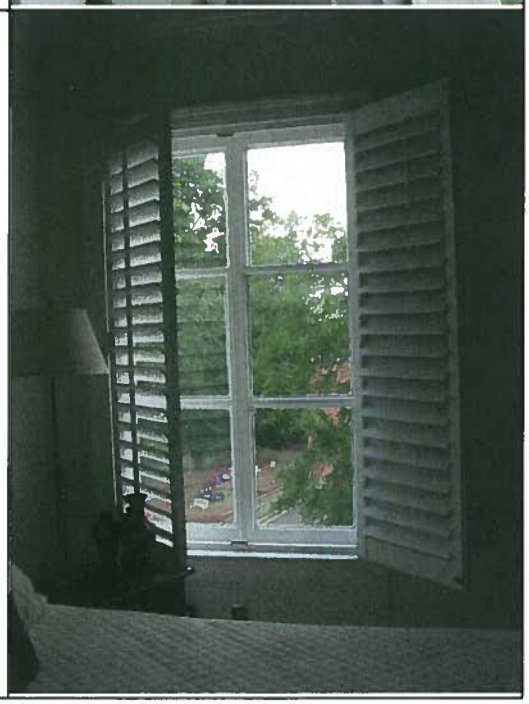
29. Unit A2.	
30. Water stain on frame of Unit A2.	
31. Loose seal at glass and damaged finish on Unit A2.	

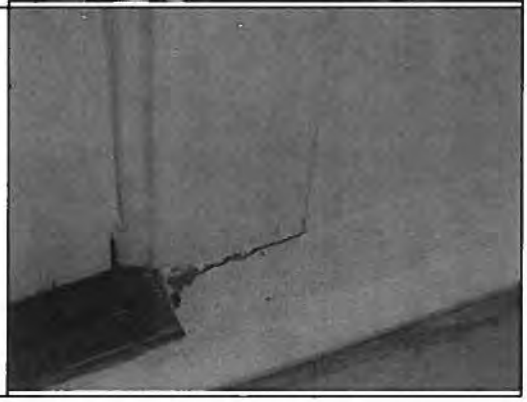
32. Water stain on frame of Unit A2.	
33. Unit B2.	
34. Water stain and damaged finish on Unit B2.	

35. Water stain on frame of Unit B2.	
36. Damaged slide on Unit B2.	
37. Water stain on slide cover of Unit B2.	

38. Unit C2.

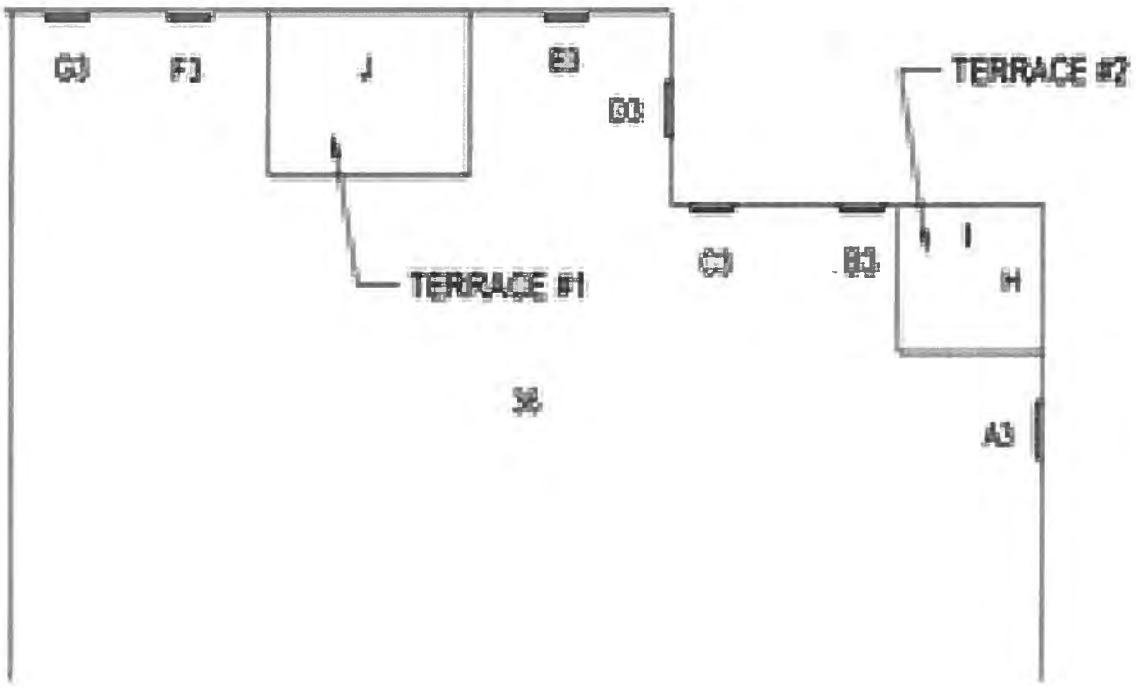
39. Unit D2.

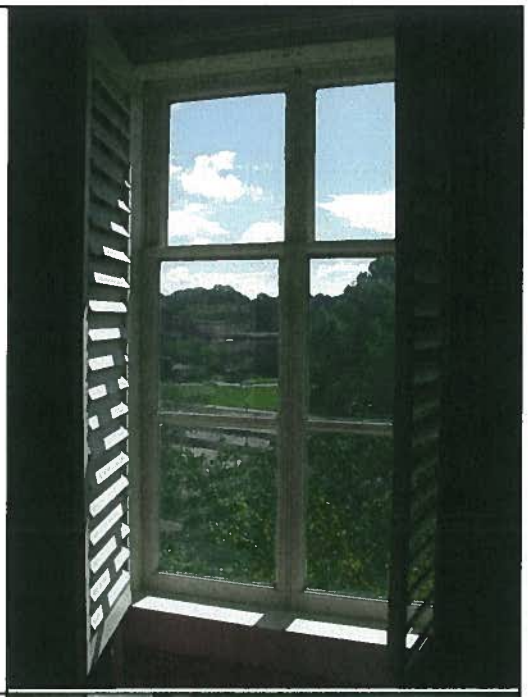
40. Stain by other than water on frame on Unit D2.	
41. Water stain on jamb of Unit D2.	
42. Unit E2.	

43. Unit F.	
44. Loose joint with water stain on sill of Unit F.	

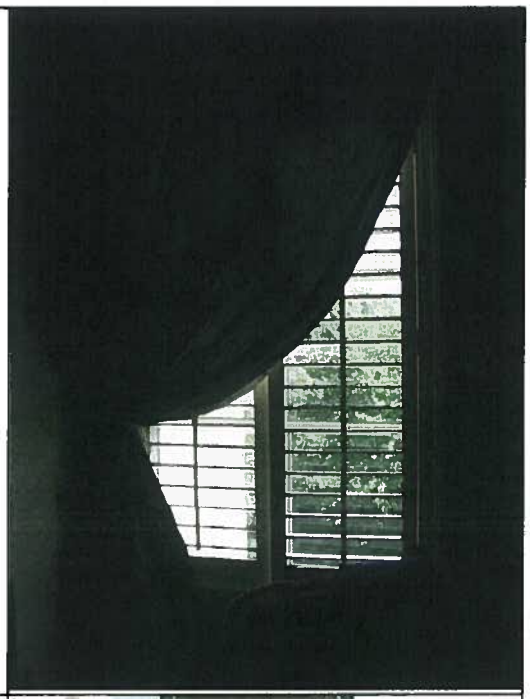
Unit #36 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

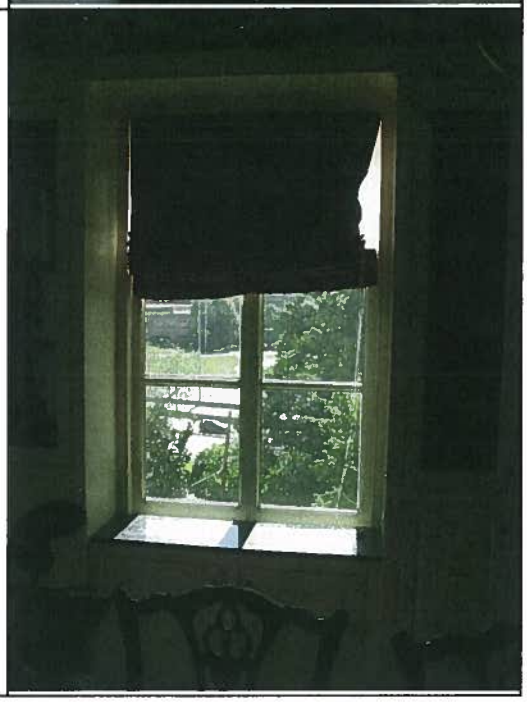
Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include loose seals at the glass, decayed wood, water stains at frames, jambs and sills, loose joints and damaged finishes. In general, the windows of this unit are in poor to fair condition.



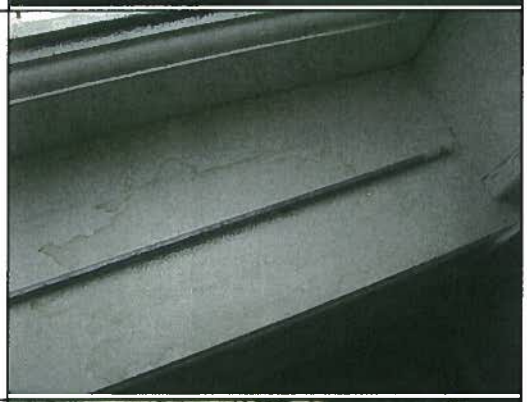
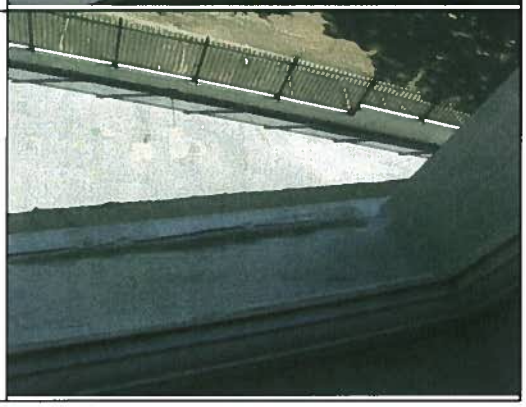
45. Unit A3.	
46. Loose seal at glass and water stains on frame of Unit A3.	
47. Loose joint in frame of Unit A3.	

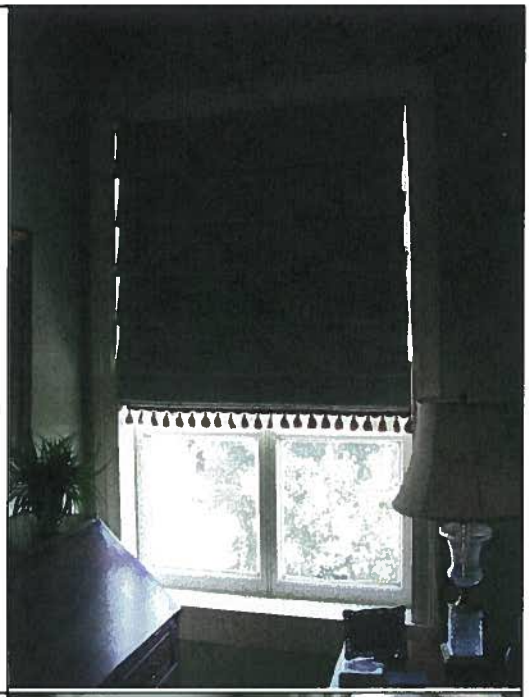
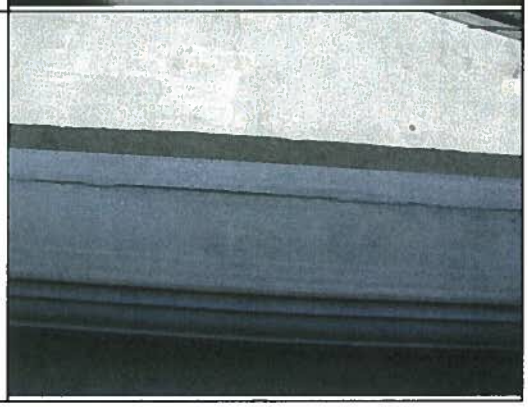
48. Water stains on jamb and sill of Unit A3.	
49. Damaged finish on frame of Unit A3.	
50. Unit B3. No access.	

51. Unit C3.	
52. Excessive exterior sealant on Unit C3.	
53. Water stain with mildew on jamb of Unit C3.	

54. Split exterior sill of Unit C3.	
55. Unit D3.	

56. Unit E3.	
57. Loose joint in frame of Unit E3.	
58. Loose solar film on Unit E3.	

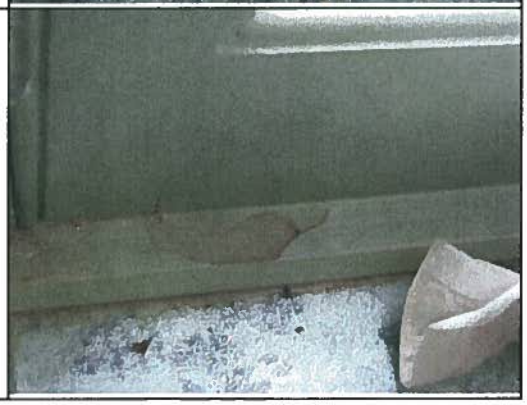
59. Unit F3.	
60. Water stain on sill of Unit F3.	
61. Split exterior sill of Unit F3.	

62. Unit G3.	
63. Damaged finish on sill and jamb on Unit G3.	
64. Split exterior sill of Unit G3.	

65. Unit H.	
66. Tape applied to joint at meeting of casement leaves of Unit H.	
67. Water stain on jamb, loose joint and damaged finish on Unit H.	

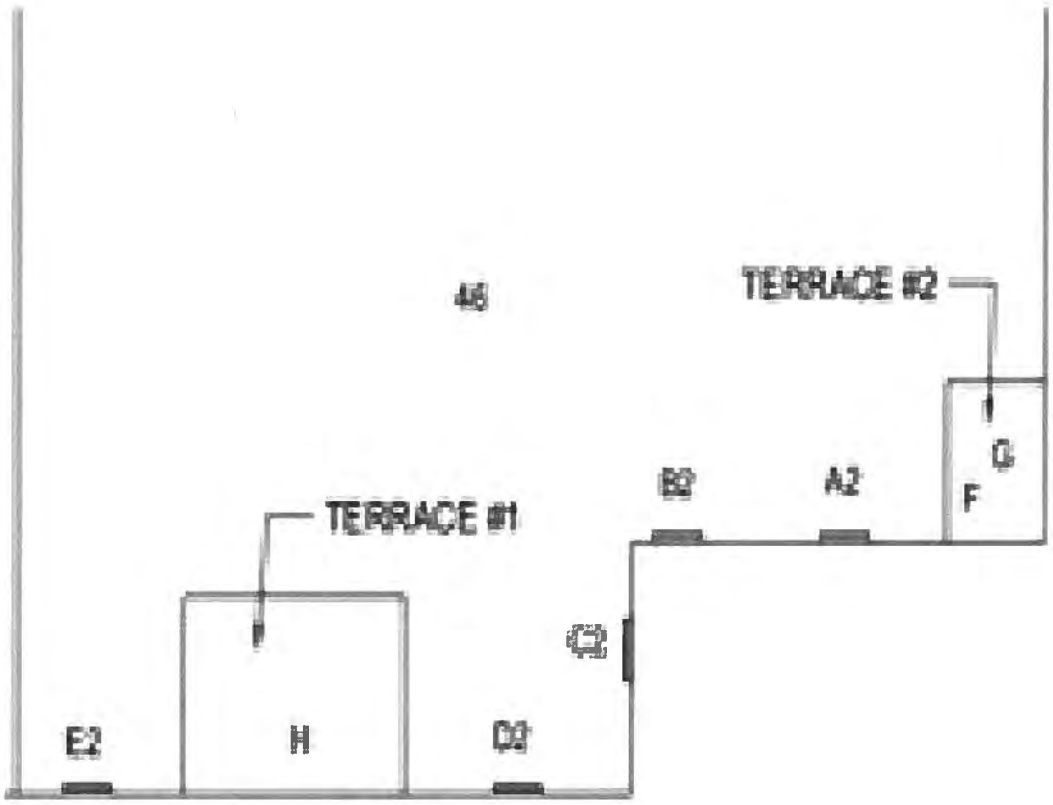
68. Water stain on frame of Unit H.	
69. Loose joint of frame of Unit H.	
70. Decayed wood at sill of Unit H.	
71. Poor seal at sill/floor of Unit H.	

72. Water stain on sill of Unit H.	
73. Unit I.	
74. Damaged finish on casement sill of Unit I.	

75. Poor seal at sill/floor of Unit I.	
76. Unit J.	
77. Water stain on sill from under metal threshold of Unit J.	
78. Water stain on frame and sill of Unit J.	

Unit #46 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

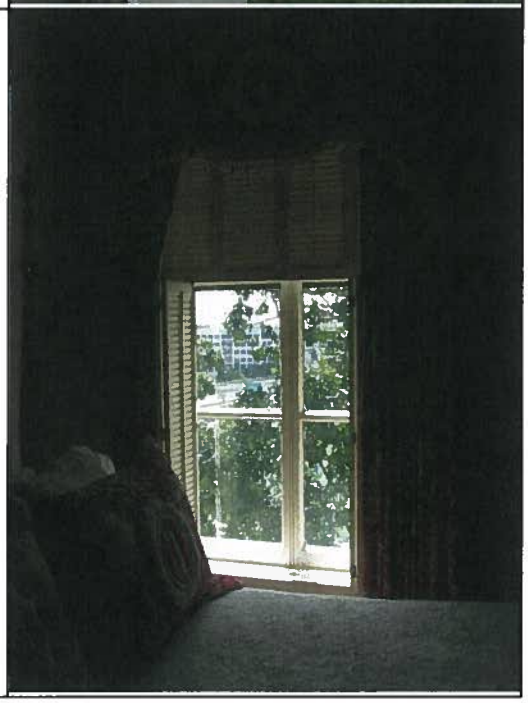
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The casement enclosures at MBR terrace are poor because of the design with an open joint that extends from the exterior sill below the casement windows above to the interior of the lower fixed panels below. Common deficiencies include loose seals at the glass, decayed wood, water stains at sills, damaged finishes, and loose joints. In general, the windows of this unit are in poor to fair condition.

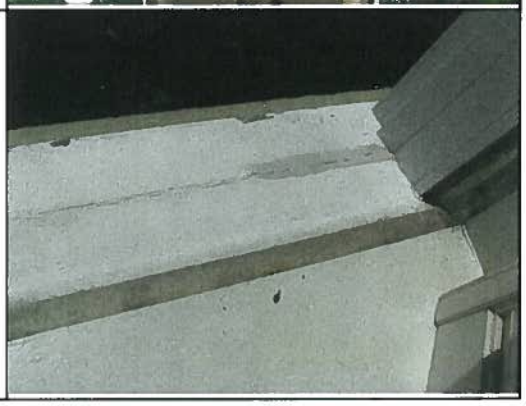


79. Unit A2.	
80. Rust on exterior jamb of Unit A2.	

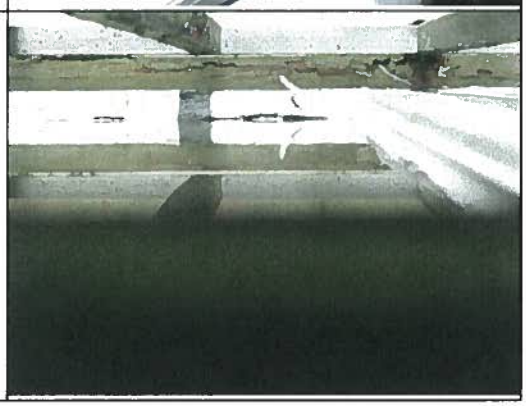
81. Unit B2.	
82. Loose seal at glass of Unit B2.	

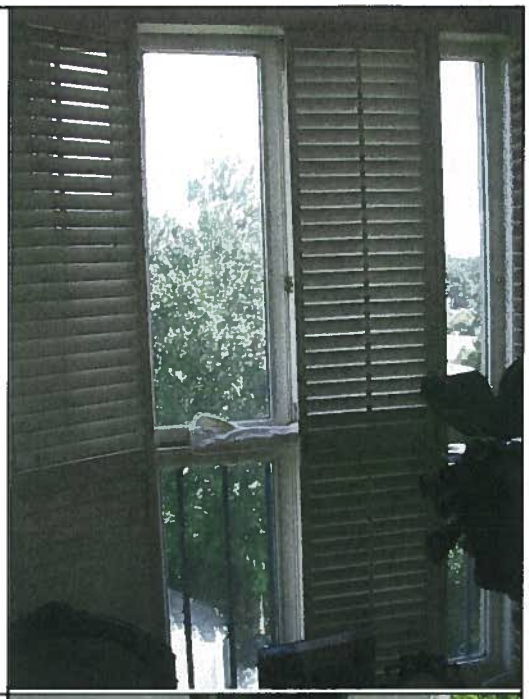
83. Unit C2.	
84. Unit D2.	

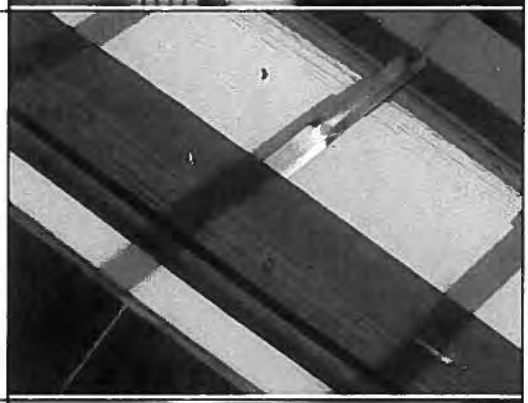
85. Rust on concealed mull at latch on Unit D2.	
86. Rust on exterior jamb of Unit D2.	
87. Unit E2.	

88. Loose seal at glass of Unit E2.	
89. Loose joint on Unit E2.	
90. Split exterior sill at Unit E2.	

91. Unit F.	
92. Open joint below casement leaf to interior below on Unit F.	
93. Loose joint in lower frame of Unit F.	

94. Decayed wood in frame of Unit F.	
95. Decayed wood at head of Unit F.	
96. Severely decayed wood at the exterior sill of Unit F.	

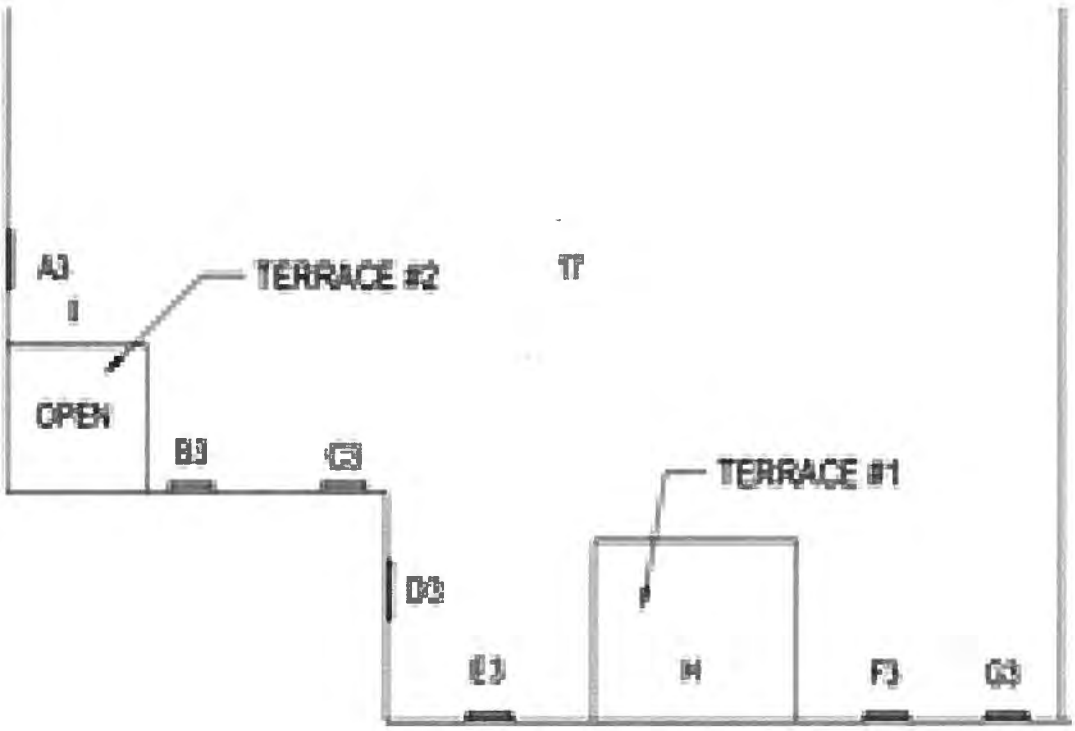
97. Unit G.	
98. Loose joint in frame of Unit G.	
99. Loose joint of frame of Unit G.	

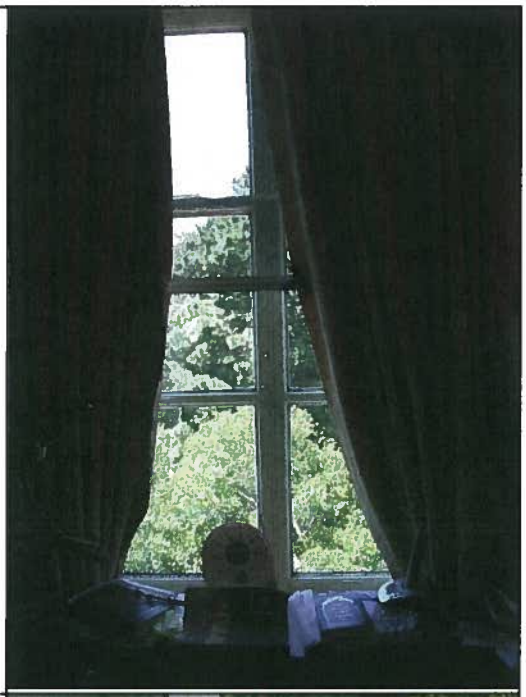
100. Unit H.	
101. No mastic bed below metal threshold of Unit H.	
102. Decayed wood on Unit H.	

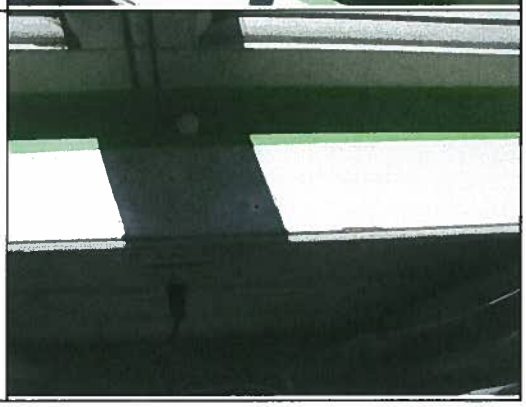
SEVENTH FLOOR

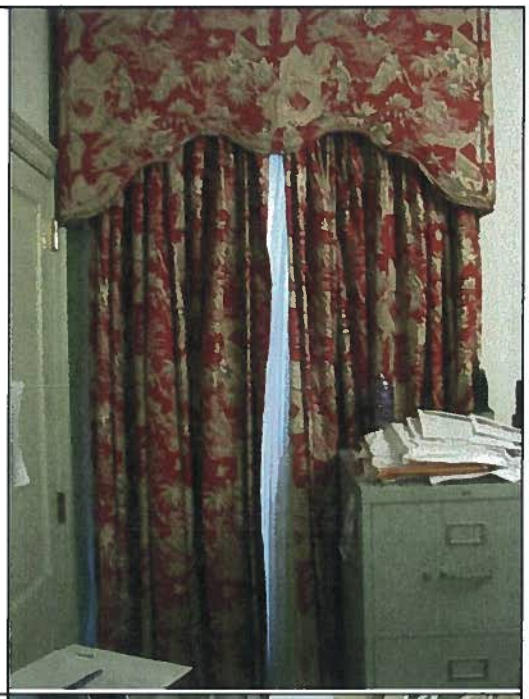
Unit #17 (7 standard units plus LR terrace enclosure and 1 MBR door to open terrace)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. . On the Living Room terrace, the owner reports wind-blown rain enters at the threshold. Decayed wood was observed at the Terrace 1 enclosure. Common deficiencies include loose seals at the glass, decayed wood, damaged finishes, and loose joints. In general, the windows of this unit are in poor to fair condition.

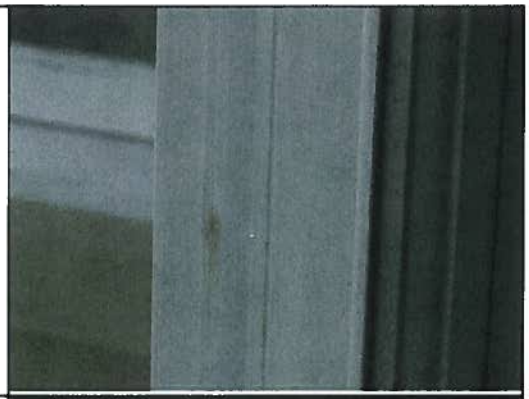
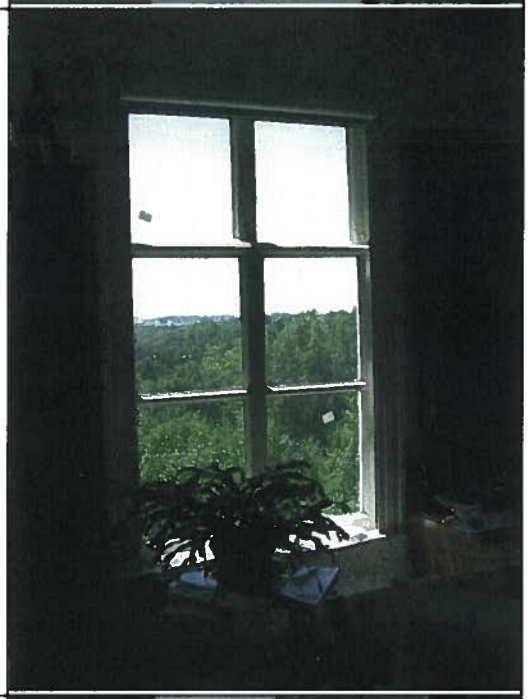


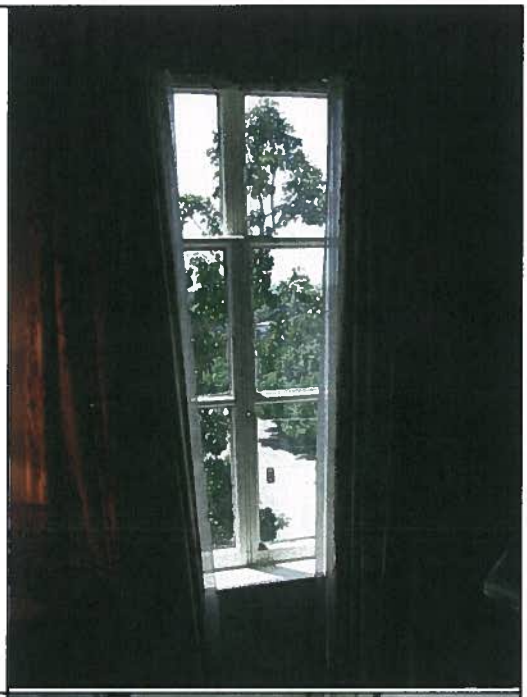
1. Unit A3.	
2. Tape on sill and loose seal at glass of Unit A3.	
3. Rust on exterior jamb of Unit A3.	

4. Unit B3.	
5. Tape on sill and loose seal at glass of Unit B3.	
6. Stain on sill and damaged finish of Unit B3.	

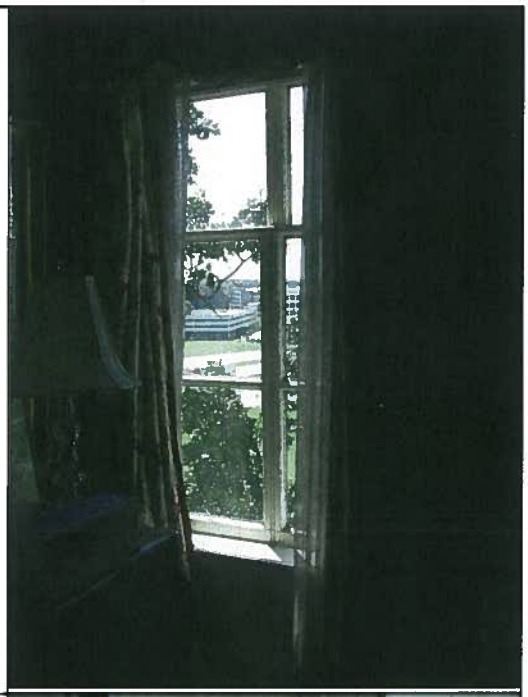
7. Unit C3.	
8. Tape on sill of Unit C3.	
9. Loose joint in frame of Unit C3.	

10. Unit D3.	
11. Tape of sill and water stain on frame of Unit D3.	
12. Loose seal at glass of Unit D3.	

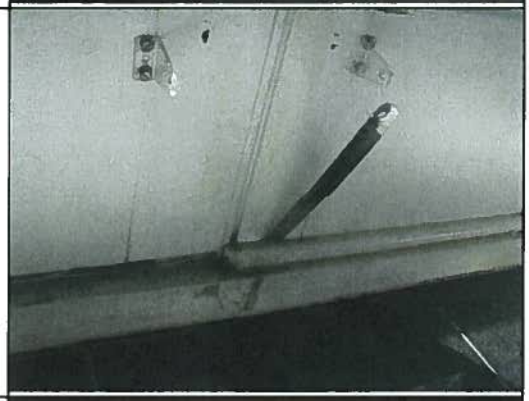
13. Rust on exterior jamb of Unit D3.	
14. Unit E3.	
15. Tape on sill and loose seal at glass of Unit E3.	

16. Unit F3.	
17. Damaged finish of Unit F3.	
18. Water stain of frame and loose seal at glass of Unit F3.	

19. Water stain on frame of Unit F3.	
20. Loose seal at glass on Unit F3.	
21. Rust on exterior jamb of Unit F3.	

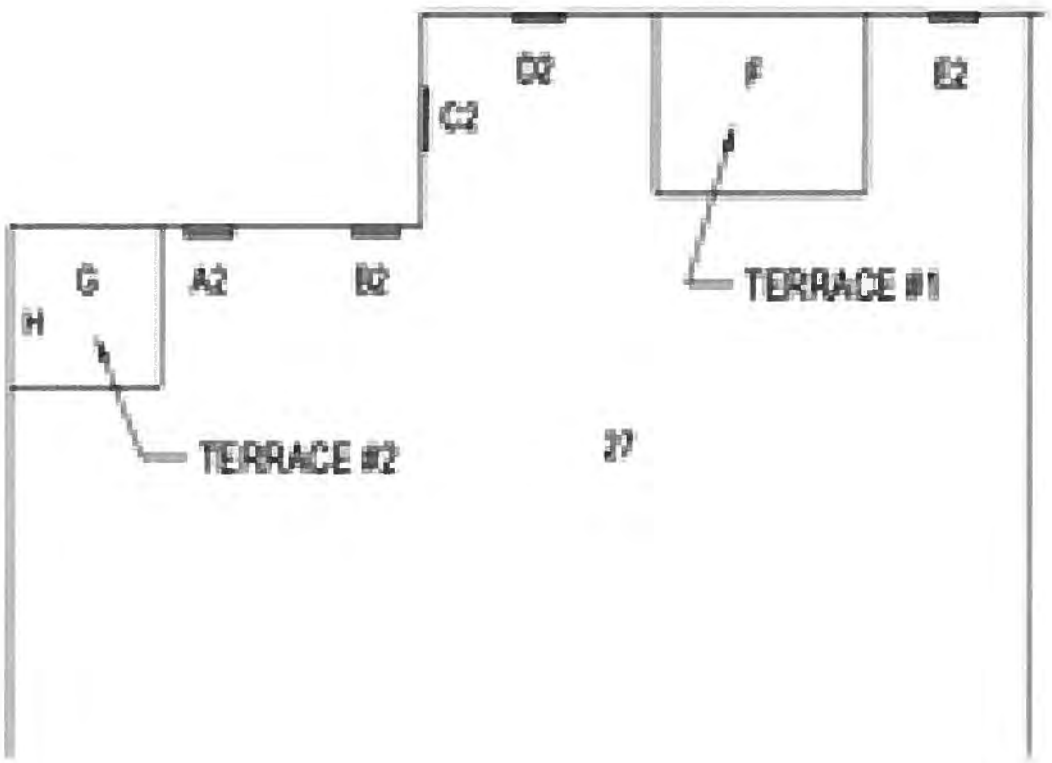
22. Unit G3.	
23. Damaged finish on jamb and rust on exterior jamb of Unit G3.	
24. Damaged finish on jamb of Unit G3.	

25. Decayed wood and loose seal at glass of Unit G3.	
26. Unit H.	
27. Loose joint in frame of Unit H.	
28. Water stain at sill (threshold) of Unit H.	

29. Decayed wood on Unit H.	
30. Loose joint and water stain on sill of Unit H.	
31. Unit I.	
32. Damaged finish on frame of Unit I.	

Unit #27 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

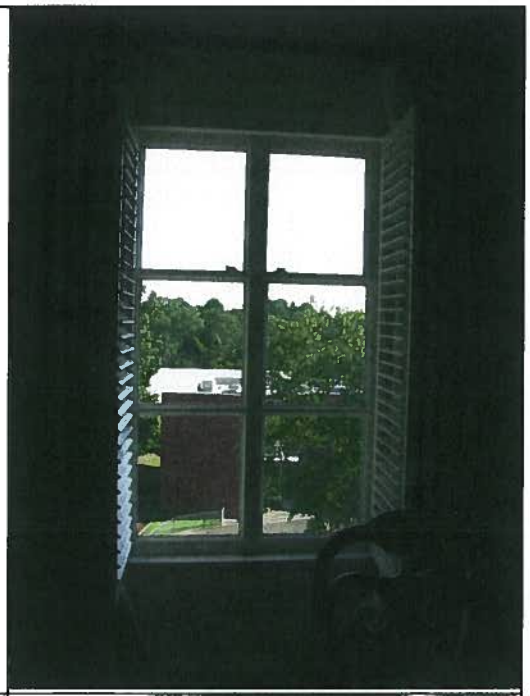
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include water stains on the heads, jambs, sills and frames and damaged finishes. In general, the windows of this unit are in poor to fair condition.



33. Unit A2.	
34. Damaged finish on sill of Unit A2.	
35. Damaged finish on jamb of Unit A2.	

36. Loose seal at glass of Unit A2.	
37. Water stain on frame of Unit A2.	
38. Unit B2.	

39. Damaged finish and water stain on frame of Unit B2.	
40. Unit C2.	
41. Damaged slide of Unit C2.	

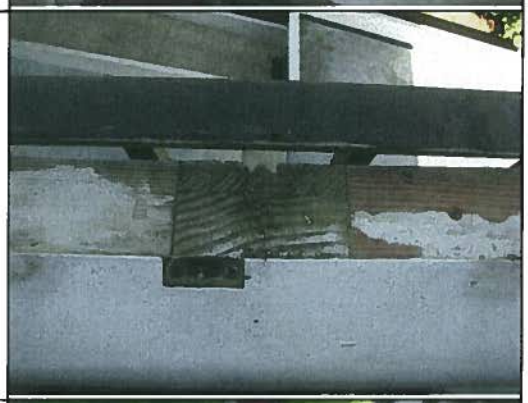
42. Unit D2.	
43. Water stain on sill of Unit D2.	
44. Damaged finish on jamb of Unit D2.	

45. Unit E2.	
46. Water stain on frame of Unit E2.	
47. Loose seal at glass on Unit E2.	

48. Split exterior sill at Unit E2.	
49. Unit F.	
50. Water stain at loose joint in frame of Unit F.	
51. Rust on exterior of frame of Unit F.	

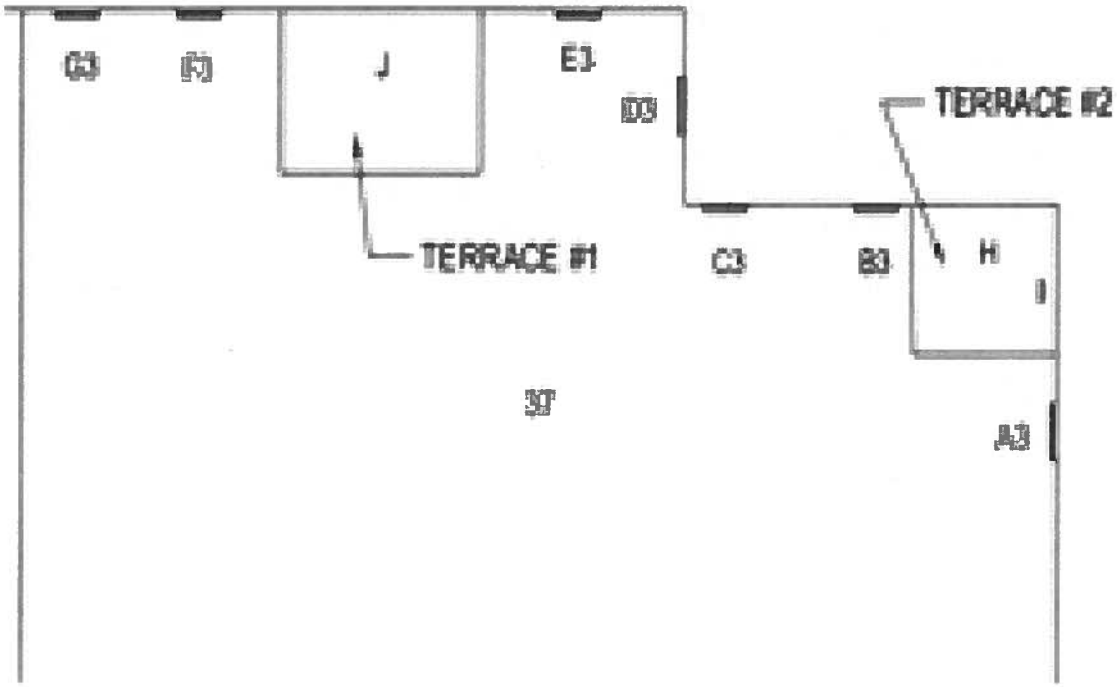
52. Unit G.	
53. Open joint from below casement leaf to interior of lower fixed panel on Unit G.	
54. Loose joint in frame of Unit G.	

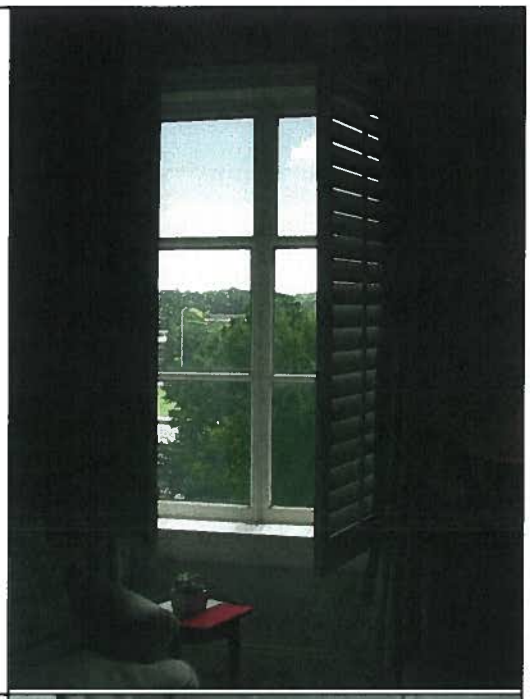
55. Damaged finish on Unit G.	
56. Loose joint of frame of Unit G.	
57. Unit H.	

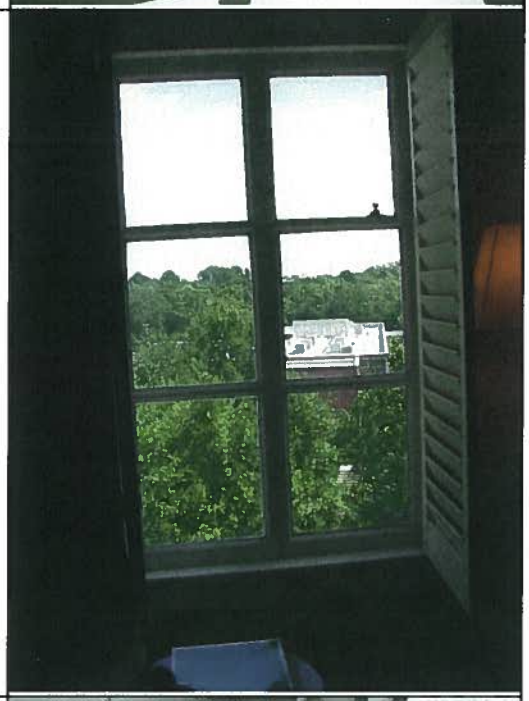
58. Water stain on sill of Unit H.	
59. Previously repaired fram of Unit H.	
60. Loose joint in frame of Unit H.	
61. Water stain on sill of Unit H.	

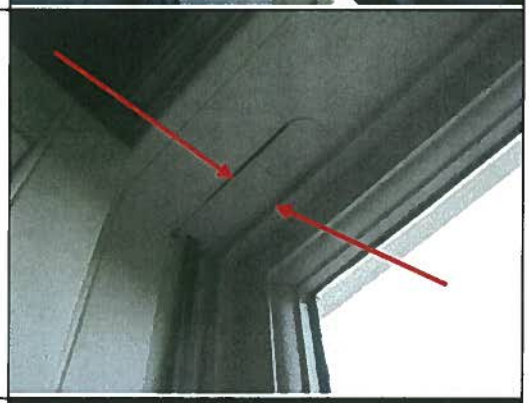
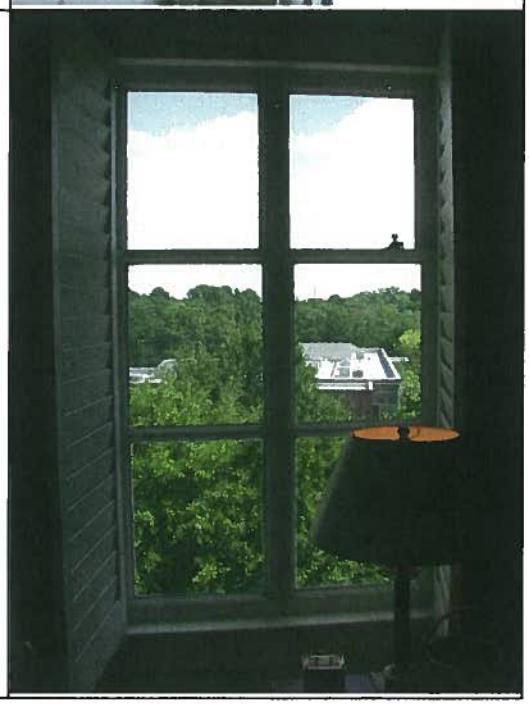
Unit #37 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The casement enclosures at MBR terrace are poor because of the design with an open joint that extends from the exterior sill below the casement windows above to the interior of the lower fixed panels below. Common deficiencies include loose seals at the glass, water stains at frames, jambs and sills, loose joints and damaged finishes. In general, the windows of this unit are in poor to fair condition.

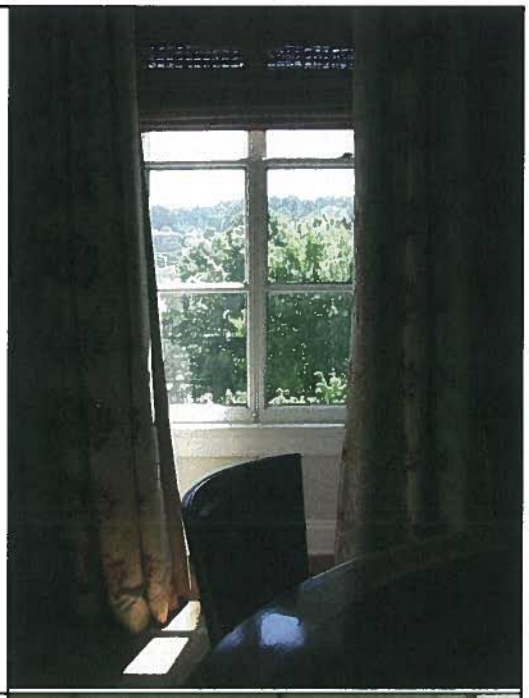
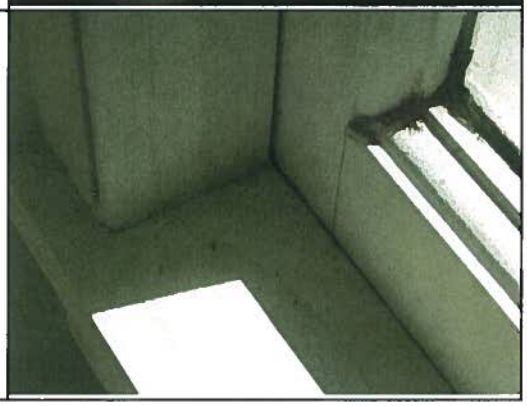


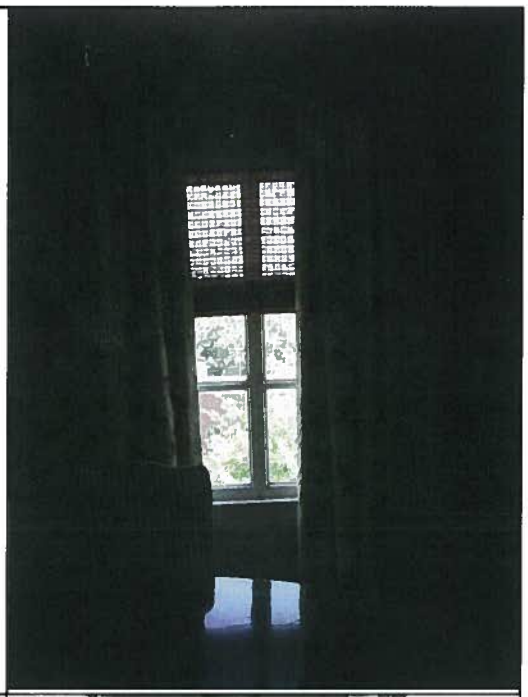
62. Unit A3.	
63. Water stain on sill of Unit A3.	
64. Water stain of frame of Unit A3.	

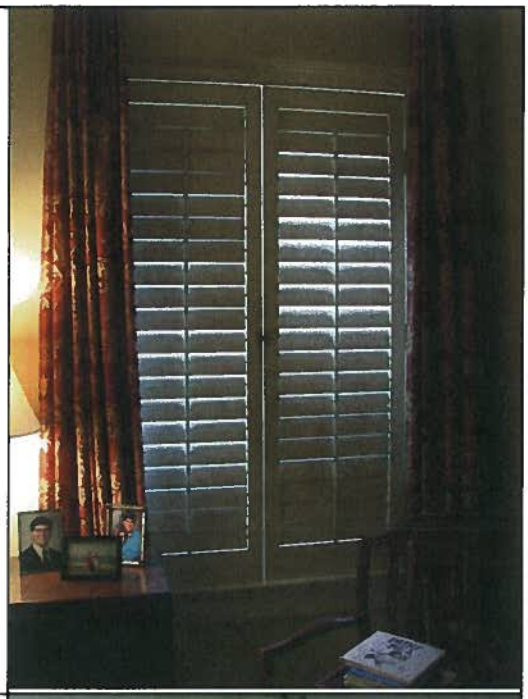
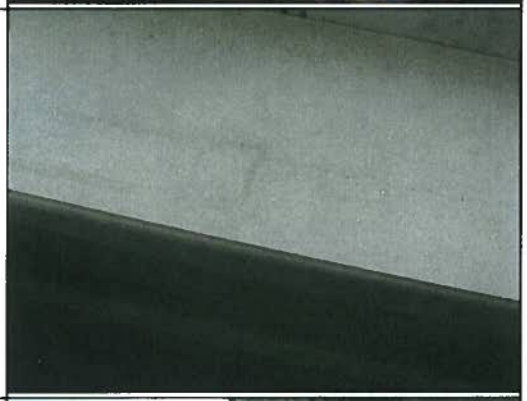
65. Loose seal at glass on Unit A3.	
66. Unit B3.	
67. Water stain on sill, jamb and frame of Unit B3.	

68. Water stain on frame of Unit B3.	
69. Rust stain on slide cover at head on Unit B3.	
70. Unit C3.	

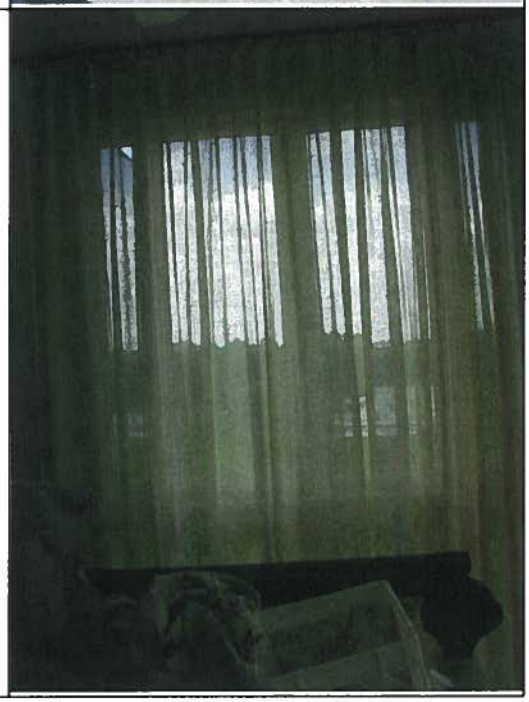
71. Water stain on sill and jamb at loose joint of Unit C3.	
72. Water stain on jamb of Unit C3.	
73. Excessive exterior sealant and water stain at loose joint on frame of Unit C3.	

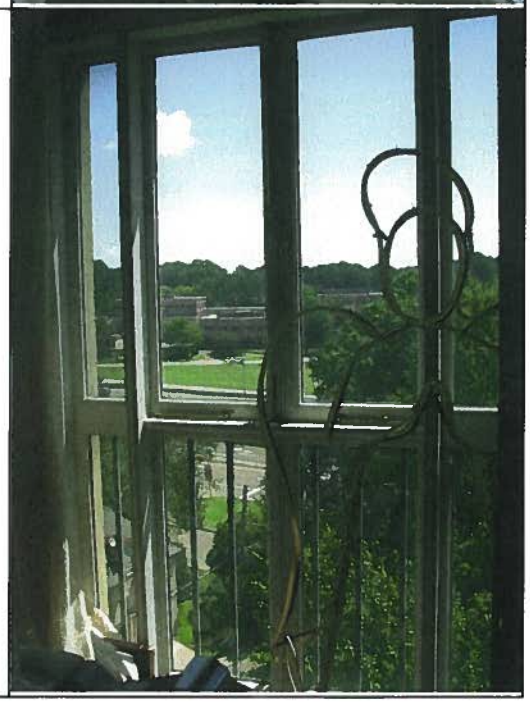
74. Unit D3.	
75. Water stain on sill, jamb and frame at loose joint in frame of Unit D3.	

76. Unit E3.	
77. Water stain on frame at loose joint of Unit E3.	
78. Water stain on frame of Unit E3.	

79. Unit F3.	
80. Water stain on sill of Unit F3.	
81. Water stain on frame of Unit F3.	

82. Water stain on head of Unit F3.	
83. Rust on exterior jamb of Unit F3.	
84. Unit G3.	

85. Water stain on sill and frame of Unit G3.	
86. Water stain on frame of Unit G3.	
87. Unit H.	

88. Water stained draperies over Unit H.	
89. Damaged finish on Unit H.	
90. Unit I.	

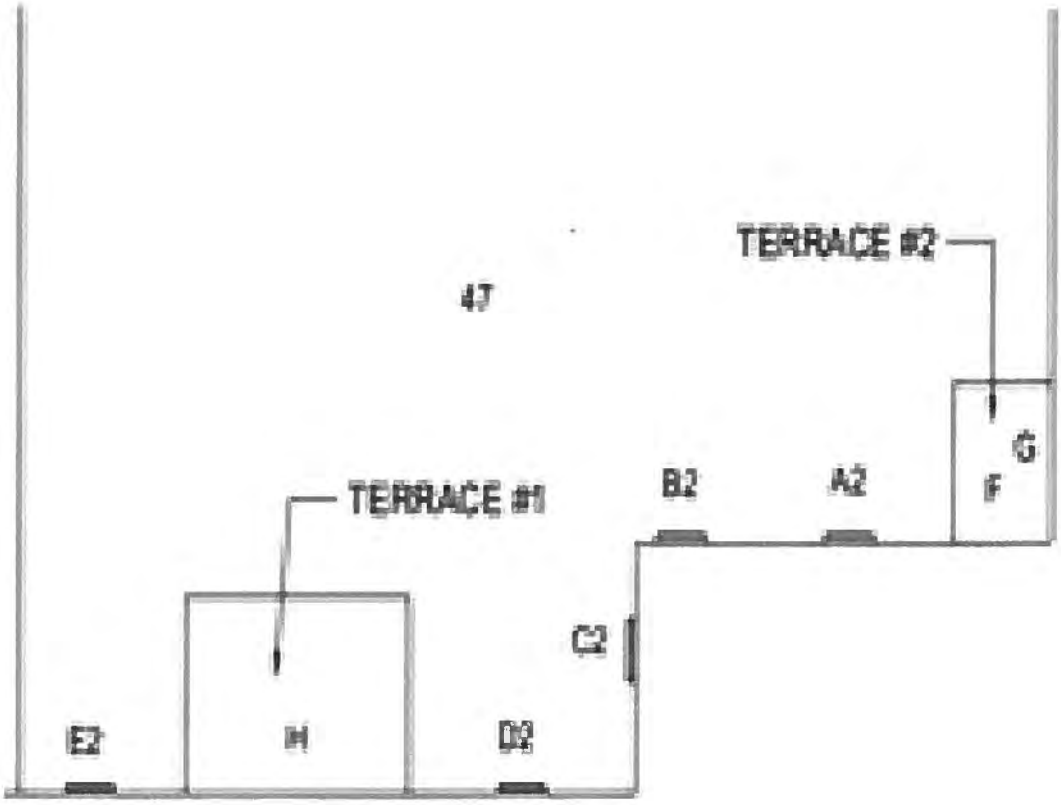
91. Water stained draperies over Unit I.	
92. Loose solar film on Unit I.	
93. Loose seal at glass of Unit I.	
94. Loose seal at glass of Unit I.	

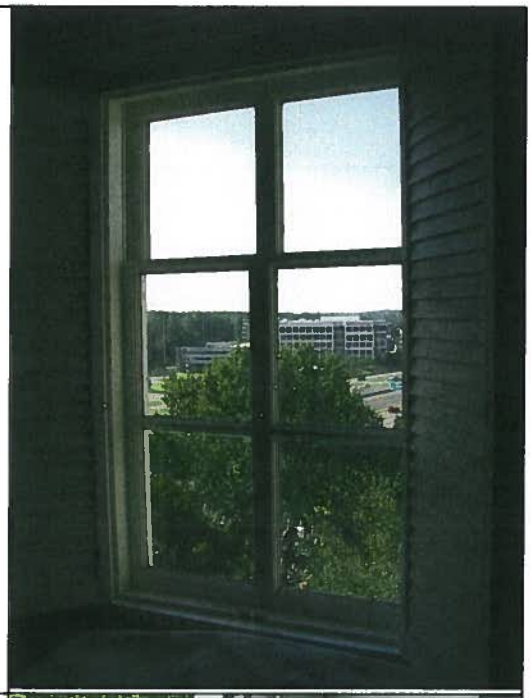
95. Casement leaves will not close likely because of swollen wood frame of Unit I.	
96. Water stain on jamb of Unit I.	
97. Unit J.	
98. Water stain on sill of Unit J.	

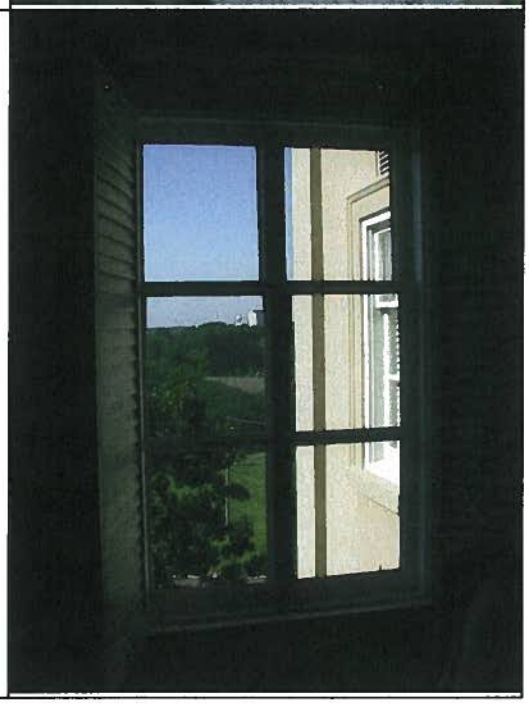
99. Water stain on sill and frame at loose joint of Unit J.	
100. Open joint to exterior when doors are closed and the frames have loose joints on Unit J.	
101. Split exterior sill of Unit J.	

Unit #47 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Window D2 had no access and was assumed to be in fair condition. The MBR terrace enclosures there is damaged base boards adjacent to one unit and a poor seal between the casement leaves on the other unit. Common deficiencies include loose seals at the glass, decayed wood, water stains at sills and frames, damaged finishes, loose joints and several units are inoperable. In general, the windows of this unit are in poor to fair condition.

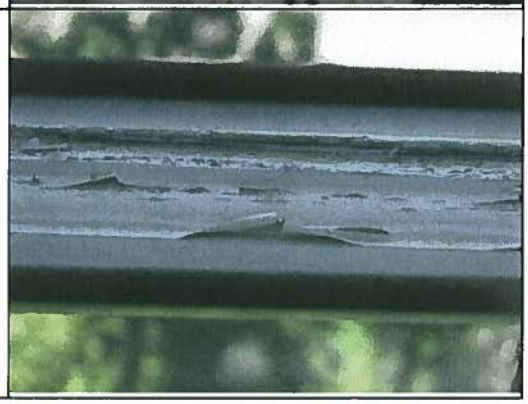


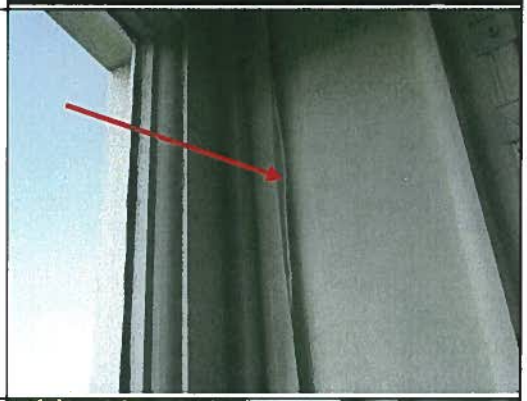
102. Unit A2.	
103. Water stain and damaged finish on frame and sill of Unit A2.	
104. Loose seal at glass on Unit A2.	

105. Split exterior sill of Unit A2.	
106. Rust on exterior jamb of Unit A2.	
107. Unit B2.	

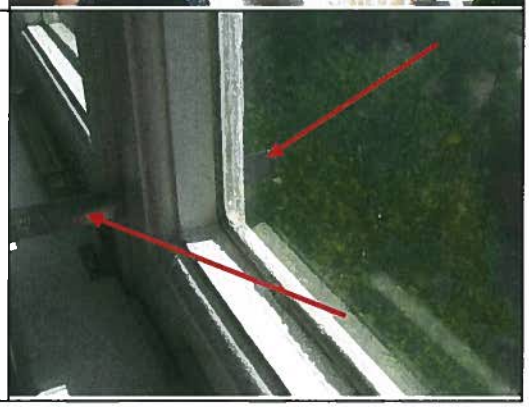
108. Water stain on frame of Unit B2.	
109. Loose seal at glass of Unit B2.	
110. Unit C2.	

111. Loose seal at glass of Unit C2.	
112. Damaged finish and tape on sill of Unit C2.	
113. Water stain on shutter of Unit C2.	
114. Rust on exterior sill and jamb of Unit C2.	

115. Unit D2, no access.	
116. Damaged finish on frame of Unit D2.	

117. Unit E2.	
118. Damaged slide of Unit E2.	
119. Water stain and damaged finish on frame of Unit E2.	

120. Split exterior sill of Unit E2.	
121. Rust on exterior jamb of Unit E2.	
122. Unit F.	

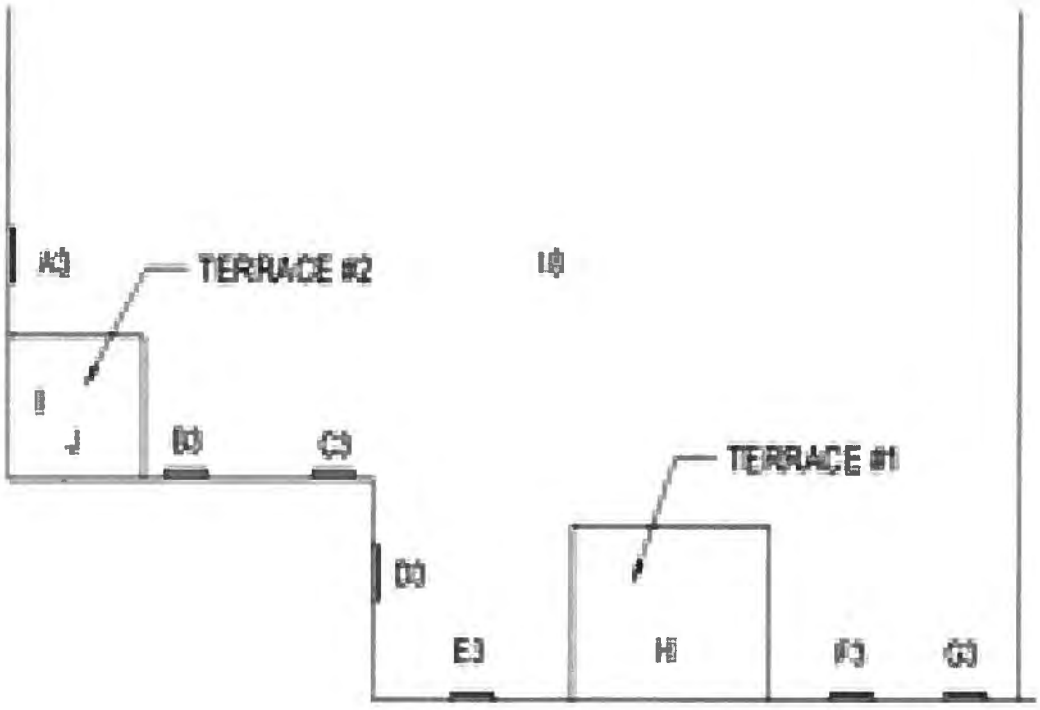
123. Water damaged base board adjacent to Unit F.	
124. Unit G.	
125. Open joint when casement leaves are closed on Unit G, probe passes from interior to exterior.	

126. Unit H.	
127. Decayed wood in Unit H.	
128. Decayed wood in Unit H.	

EIGHTH FLOOR

Unit #18 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The LR terrace enclosure was reported to have leaks at the floor across the full width. The casement enclosures at MBR terrace are poor. Common deficiencies include loose seals at the glass, decayed wood, water stains at heads, frames, jambs and sills, loose joints and damaged finishes. In general, the windows of this unit are in mostly poor condition.



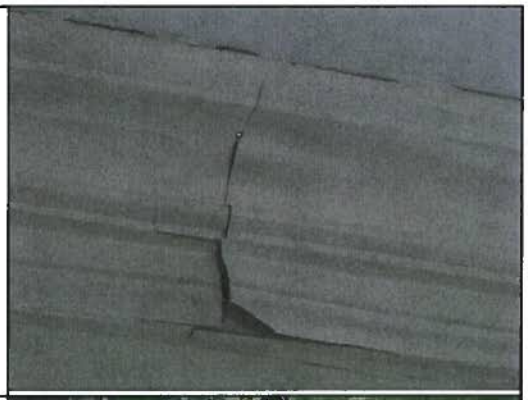
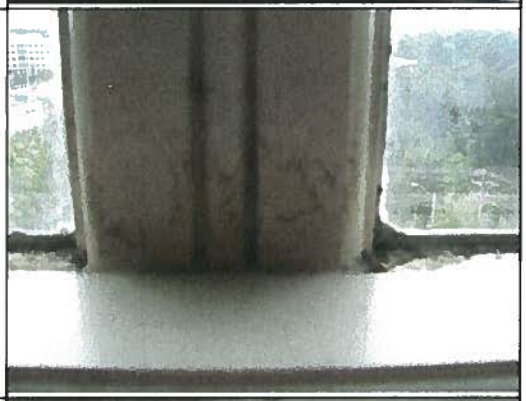
1. Unit A3.	
2. Damaged finish and loose joint in frame of Unit A3.	
3. Loose seal at glass of Unit A3.	

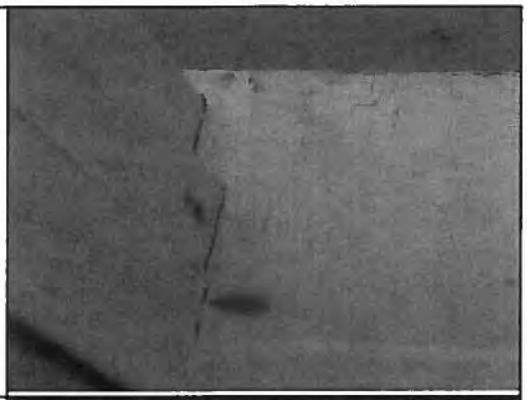
4. Split exterior sill of Unit A3.	
5. Unit B3.	
6. Loose seal at glass of Unit B3.	

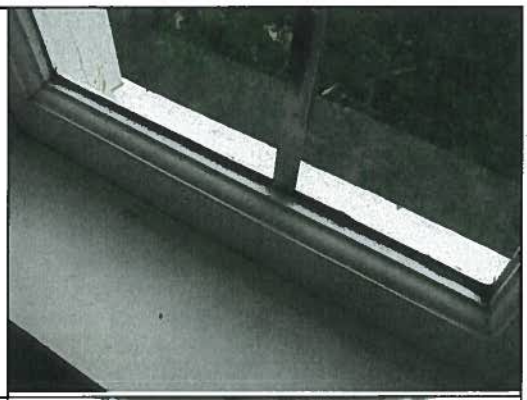
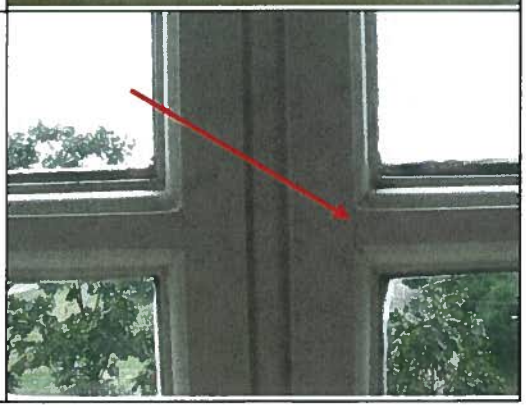
7. Rust on exterior jamb of Unit B3.	
8. Unit C3.	
9. Damaged finish on sill of Unit C3.	

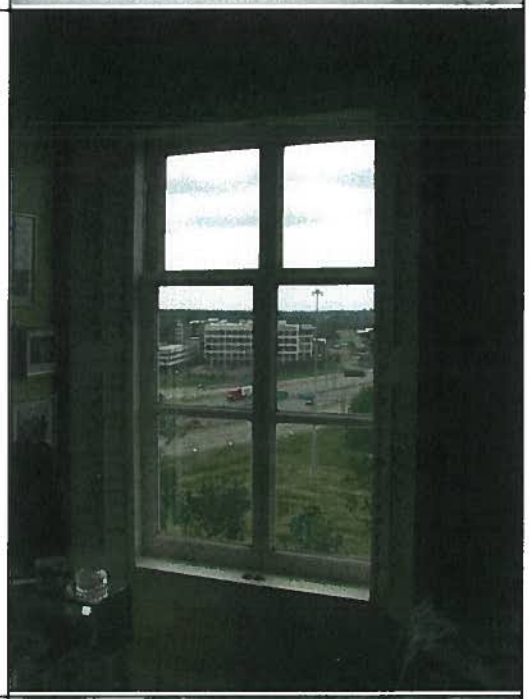
10. Rust stain on slide cover at head of Unit C3.	
11. Unit D3.	
12. Loose seal at glass of Unit D3.	

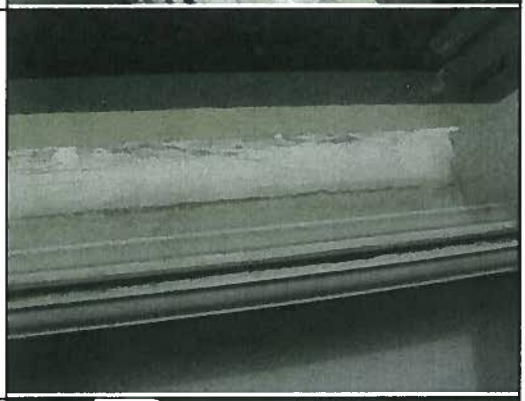
13. Water stain on frame and jamb of Unit D3.	
14. Loose solar film on Unit D3.	
15. Unit E3.	

16. Water damaged finish on crown molding above Unit E3.	
17. Loose seal at glass on Unit E3.	
18. Water stain on frame of Unit E3.	
19. Rust stains on slide cover at head of Unit E3.	

20. Rust on exterior jamb and sill of Unit E3.	
21. Unit F3.	
22. Damaged finish on sill of Unit F3.	

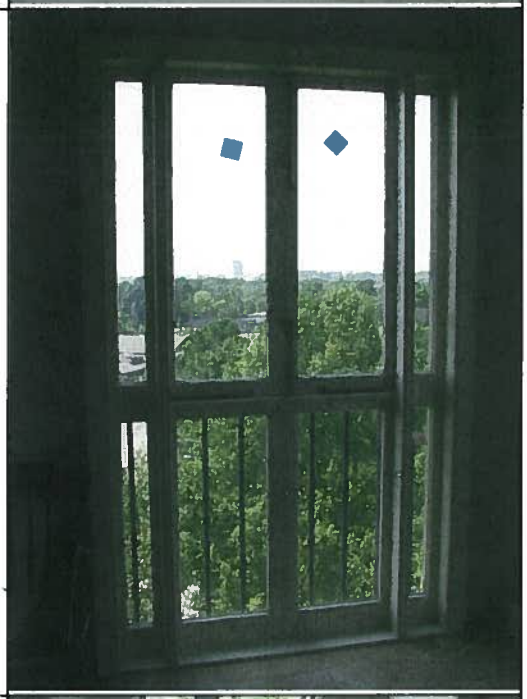
23. Loose seal at glass of Unit F3.	
24. Water stain on frame of Unit F3.	
25. Water damaged finish on crown molding above Unit F3.	
26. Loose joint in frame of Unit F3.	

27. Decayed wood in sill of Unit F3.	
28. Unit G3.	
29. Loose seal at glass of Unit G3.	

30. Water stain on frame of Unit G3.	
31. Rust on exterior jamb of Unit G3.	
32. Split exterior sill of Unit G3.	
33. Unit H.	

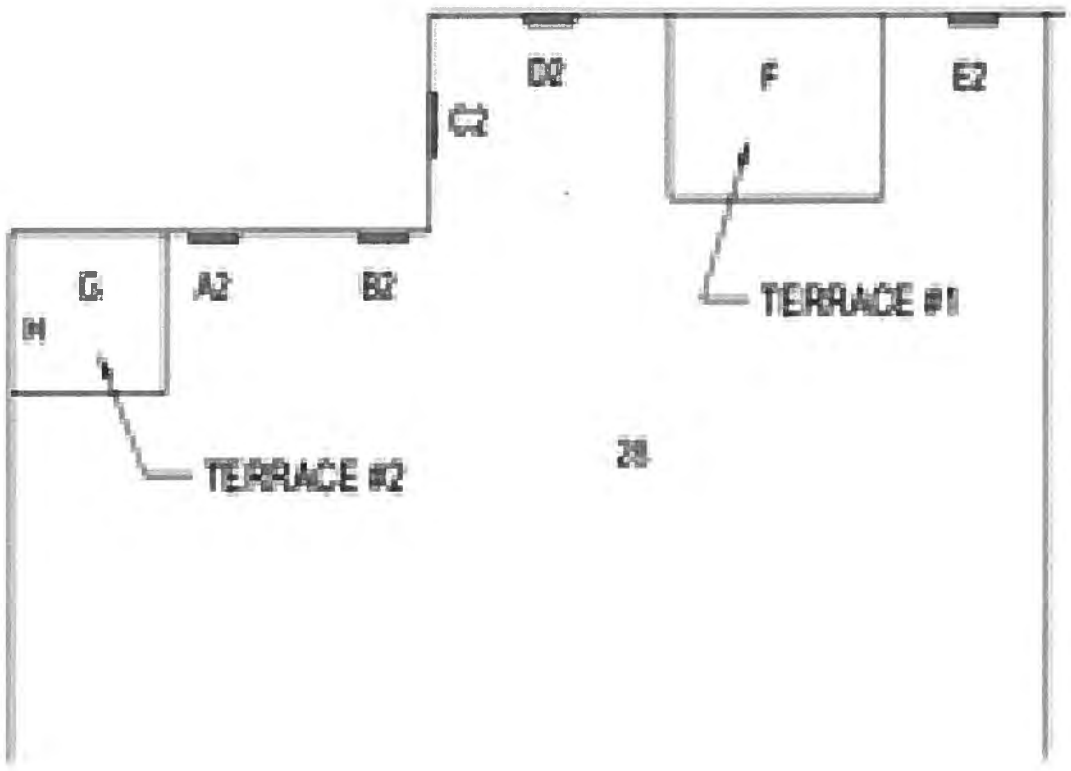
34. Broken glass in Unit H.	
35. Decayed wood in Unit H.	
36. Water stain at sill of Unit H.	
37. Water stain on frame of Unit H.	

38. Split exterior sill of Unit H.	
39. Unit I.	
40. Water stain at sill of Unit I.	

41. Water stain at sill with loose joint in Unit I.	
42. Unit J.	
43. Severely decayed wood at sill of Unit J.	

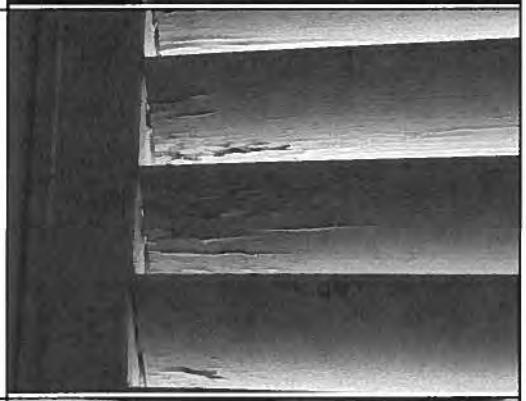
Unit #28 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

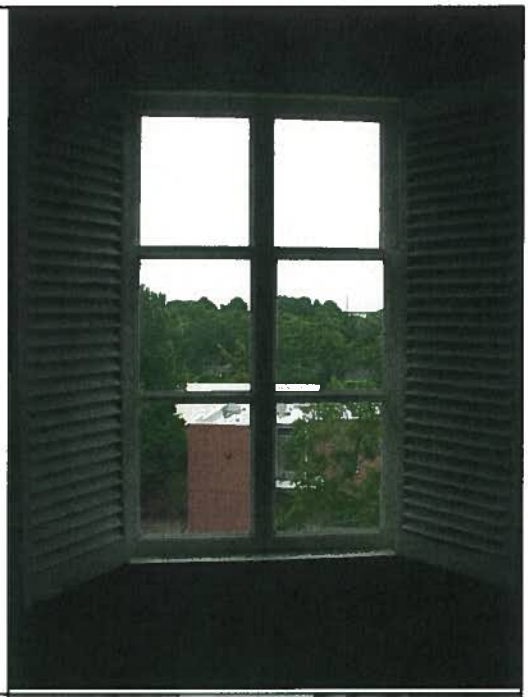
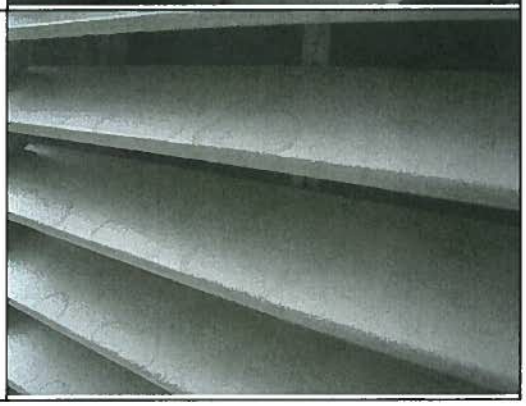
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The DR windows both have water stains on the shutters as well as the sills, heads and frames. The MBR terrace enclosures there is decayed wood on one unit and loose joints on both. Common deficiencies include loose seals at the glass, decayed wood, water stains at sills, heads and frames, damaged finishes, and loose joints. In general, the windows of this unit are in poor to fair condition.



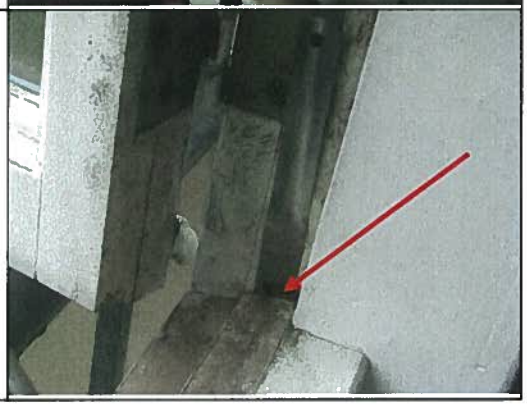
44. Unit A2.	
45. Water stain on shade over Unit A2.	
46. Decayed wood at head of Unit A2.	

47. Loose seal at glass of Unit A2.	
48. Split exterior sill of Unit A2.	
49. Unit B2.	

50. Unit C2.	
51. Water stain and damaged finish on shutter of Unit C2.	
52. Loose seal at glass of Unit C2.	
53. Water stain on sill at loose joint in frame of Unit C2.	

54. Unit D2.	
55. Water stain on frame and sill of Unit D2.	
56. Water stains on shutter of Unit D2.	

57. Unit E2.	
58. Water stain on frame of Unit E2.	
59. Damaged finish and wood with organic growth and rust stain on slide cover of Unit E2.	

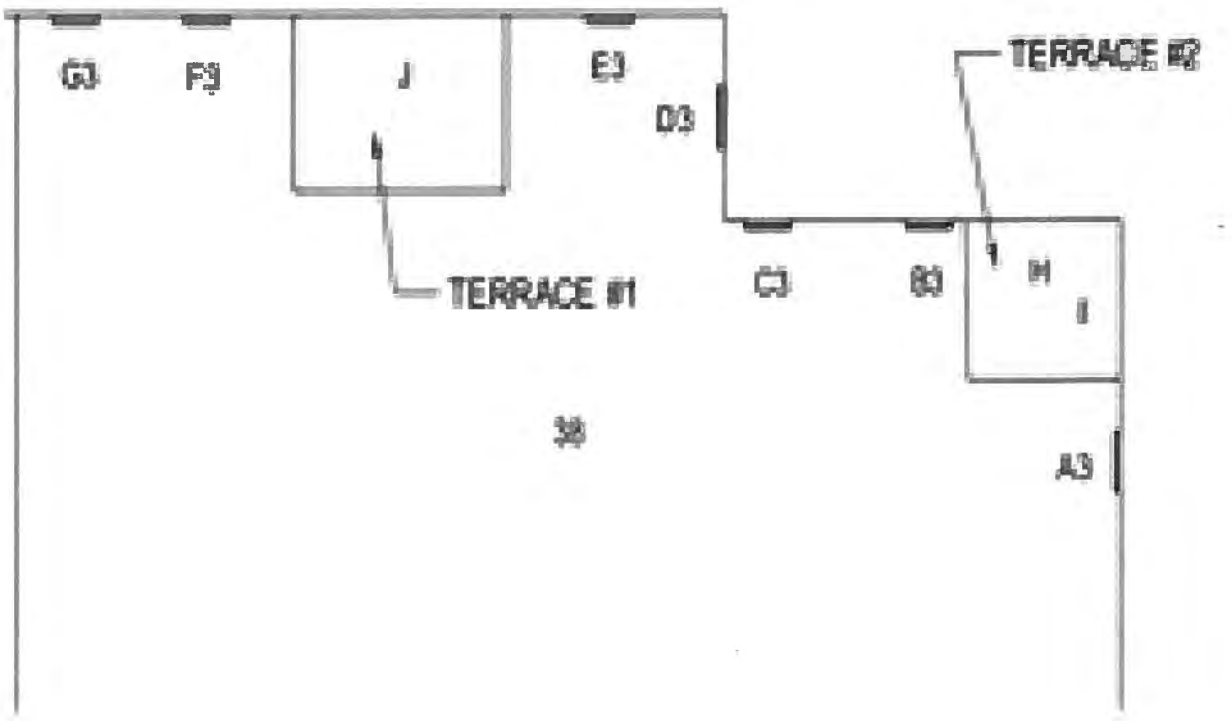
60. Unit F.	
61. Unit G.	
62. Open joint in Unit G.	

63. Water stain and damaged finish on frame of Unit G.	
64. Unit H.	
65. Open joint in frame of Unit H.	

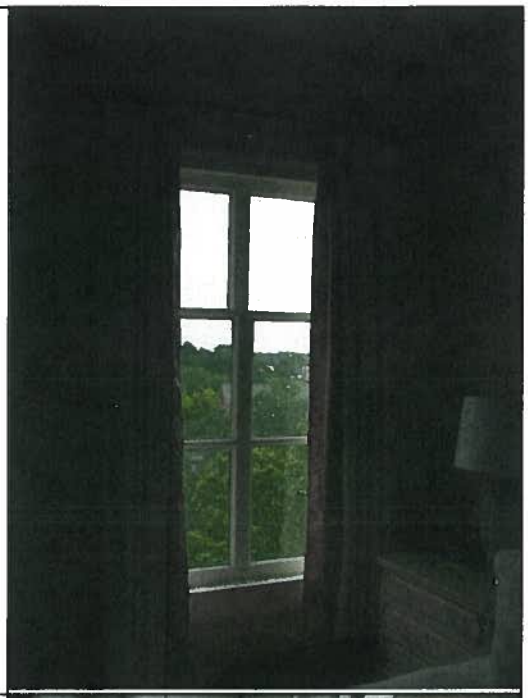
66. Decayed wood in frame of Unit H.	
67. Loose solar film on Unit H.	
68. Loose seal at glass of Unit H.	

Unit #38 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

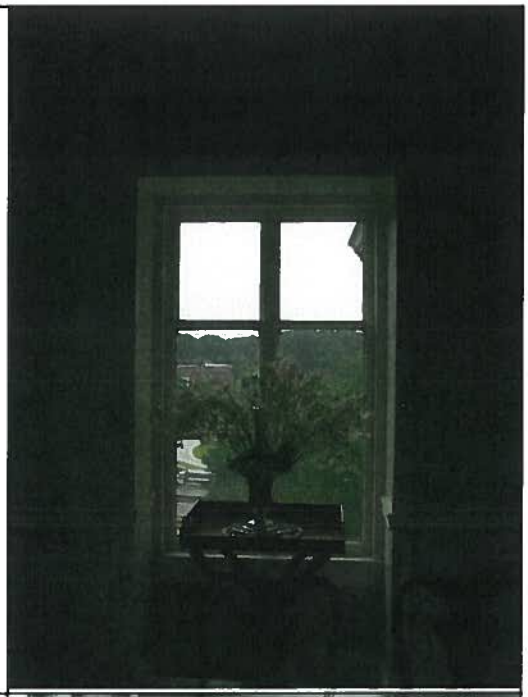
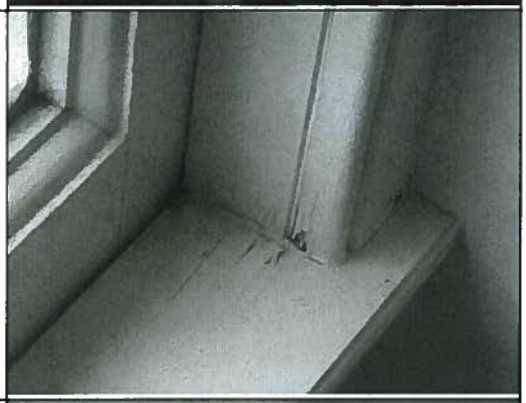
Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include loose seals at the glass, decayed wood, water stains at heads, frames, jambs and sills, loose joints and damaged finishes. In general, the windows of this unit are in mostly poor condition.

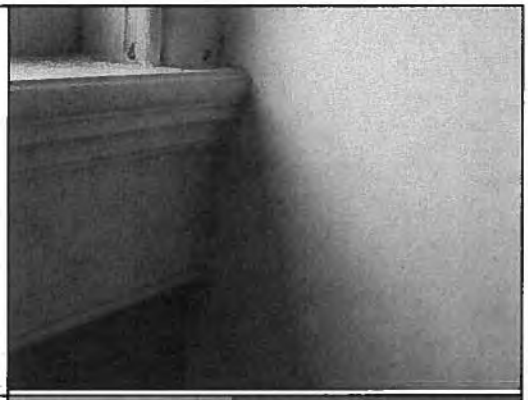
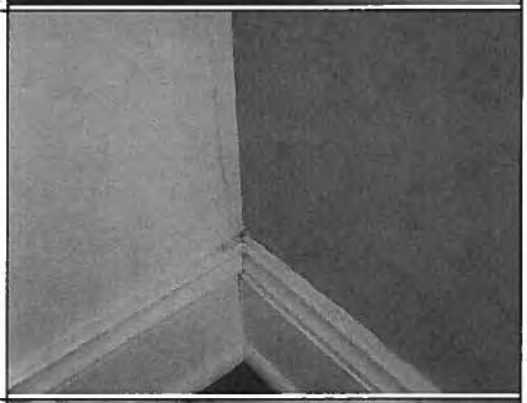


69. Unit A3.	
70. Damaged finish and loose seal at glass of Unit A3.	

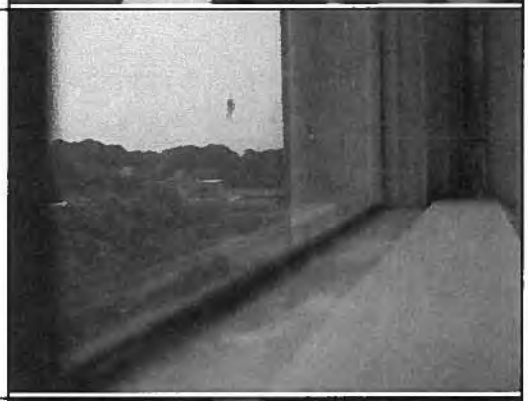
71. Unit B3.	
72. Damaged finish on sill of Unit B3.	

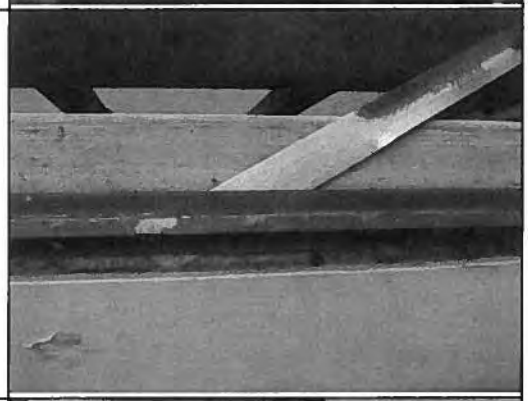
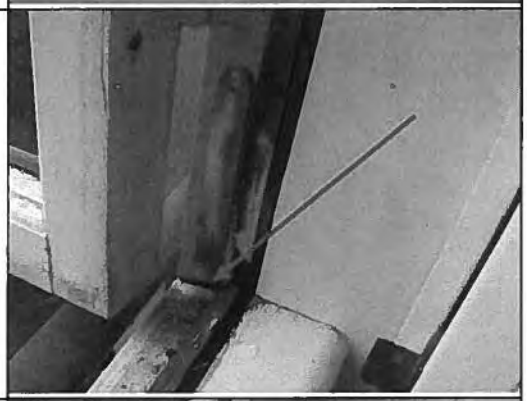
73. Unit C3.	
74. Water stain on frame of Unit C3.	

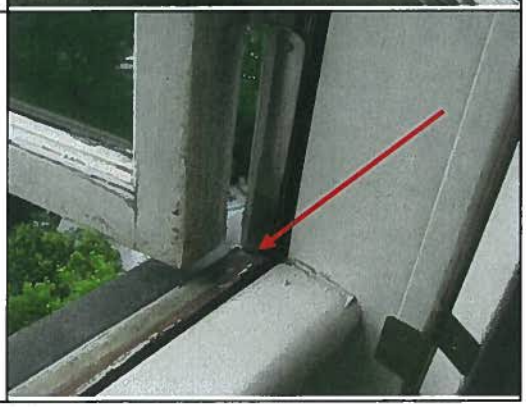
75. Unit D3.	
76. Damaged finish on sill and jamb of Unit D3.	
77. Rust stain on slide cover at head of Unit D3.	

78. Water stain on sill of Unit D3.	
79. Water stain on wall below Unit D3.	
80. Damaged finish on sill of Unit E3. No over view of Unit E3.	

81. Unit F3.	
82. Unit G3.	

83. Loose solar film on Unit G3.	
84. Water stain on frame of Unit G3.	
85. Unit H.	

86. Failing insulated glass gasket on Unit H.	
87. No mastic bed below copper weather stripping on Unit H.	
88. Open joint in frame of Unit H.	
89. Decayed wood of frame of Unit H.	

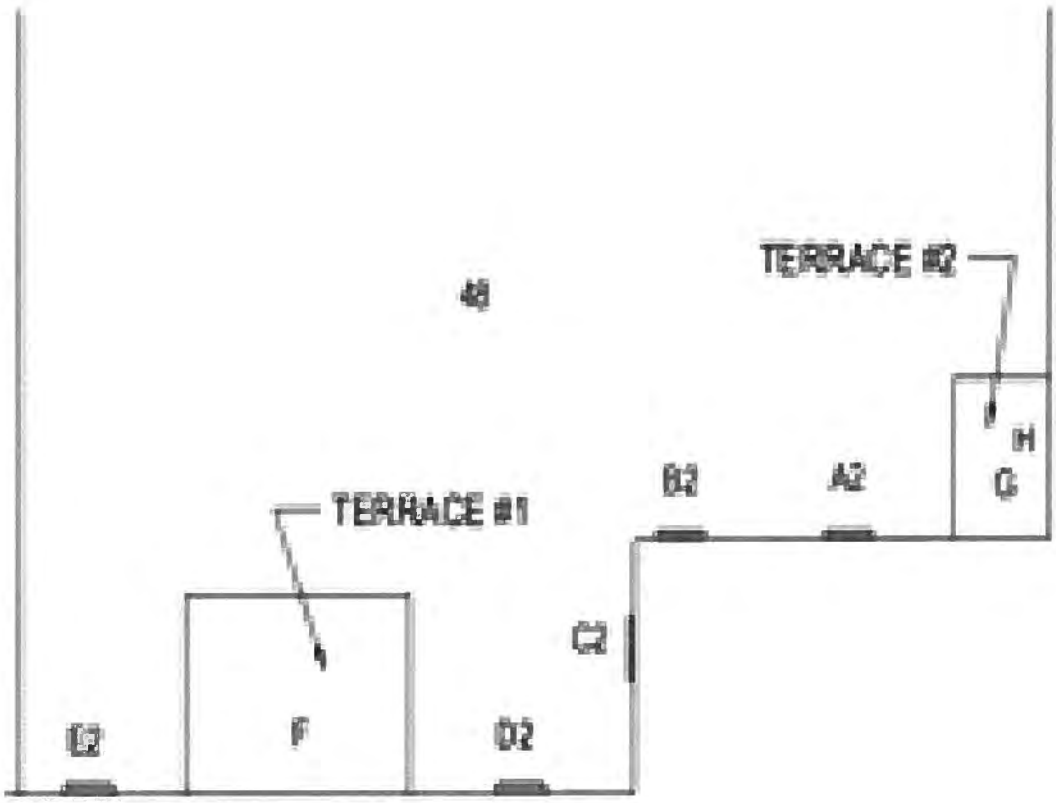
90. Unit I.	
91. Damaged finish on Unit I.	
92. Open joint in frame of Unit I.	

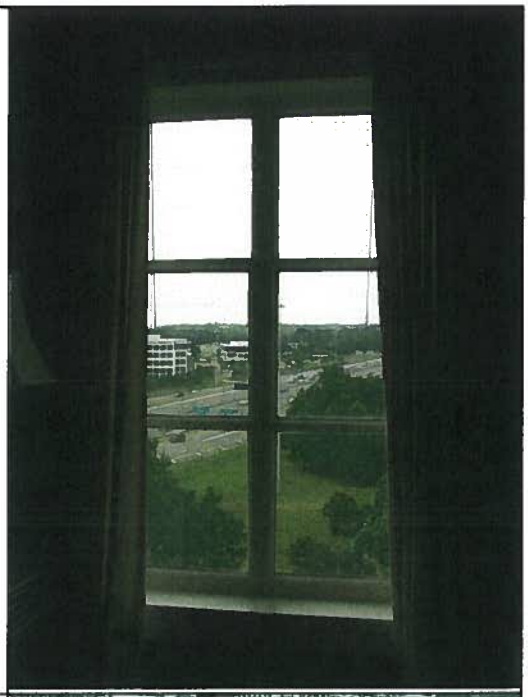
93. No mastic bed below copper weather stripping on Unit I.	
94. Loose seal at glass on Unit I.	
95. Decayed wood in frame of Unit I.	
96. Unit J.	

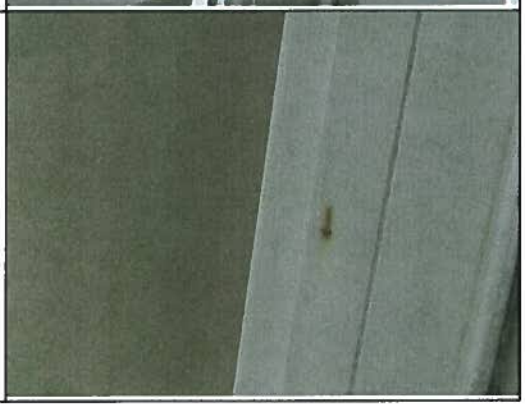
97. Loose floor trim at threshold of Unit J.	
98. Damaged finish and water stain on frame of Unit J.	

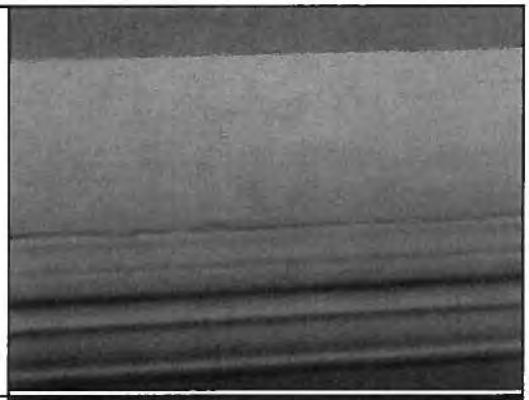
Unit #48 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

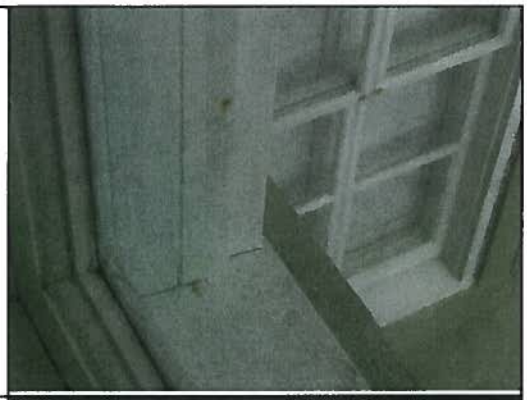
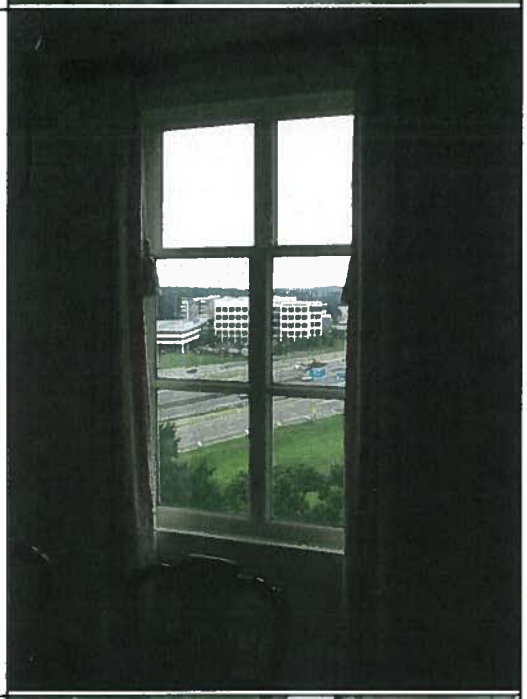
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include water stains on the heads, jambs, sills and frames and damaged finishes. In general, the windows of this unit are in poor to fair condition.



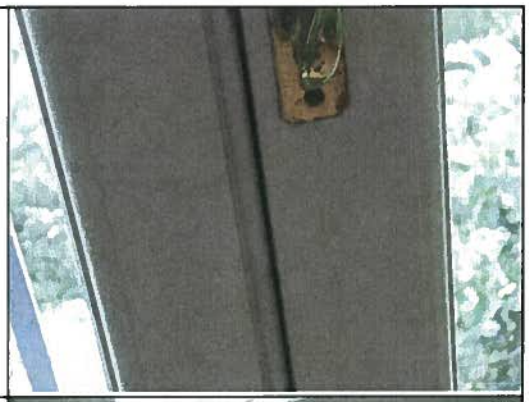
99. Unit A2.	
100. Loose seal at glass in Unit A2.	
101. Rust on exterior jamb on Unit A2.	

102. Unit B2.	
103. Loose slide cover on Unit B2.	
104. Rust on exterior jamb of Unit B2.	

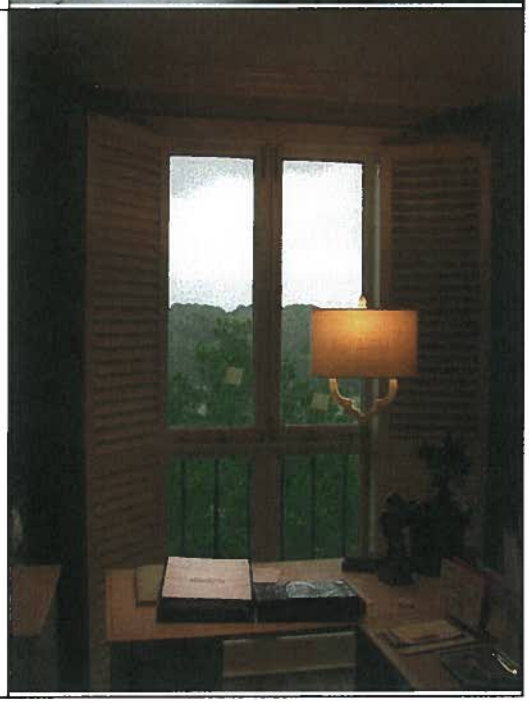
105. Split exterior sill at Unit B2.	
106. Unit C2.	
107. Split exterior sill of Unit C2.	

108. Rust on exterior jamb of Unit C2.	
109. Unit D2.	
110. Loose seal at glass of Unit D2.	

111. Water stain on jamb of Unit D2.	
112. Unit E2.	
113. Loose seal at glass of Unit E2.	
114. Unit F.	

115. Water stain on frame of Unit F.	
116. Decayed wood at sill of Unit F.	
117. Split exterior sill at Unit F.	

118. Unit G.	
119. Loose seal at glass of Unit G.	
120. Water stain on head frame of Unit G.	

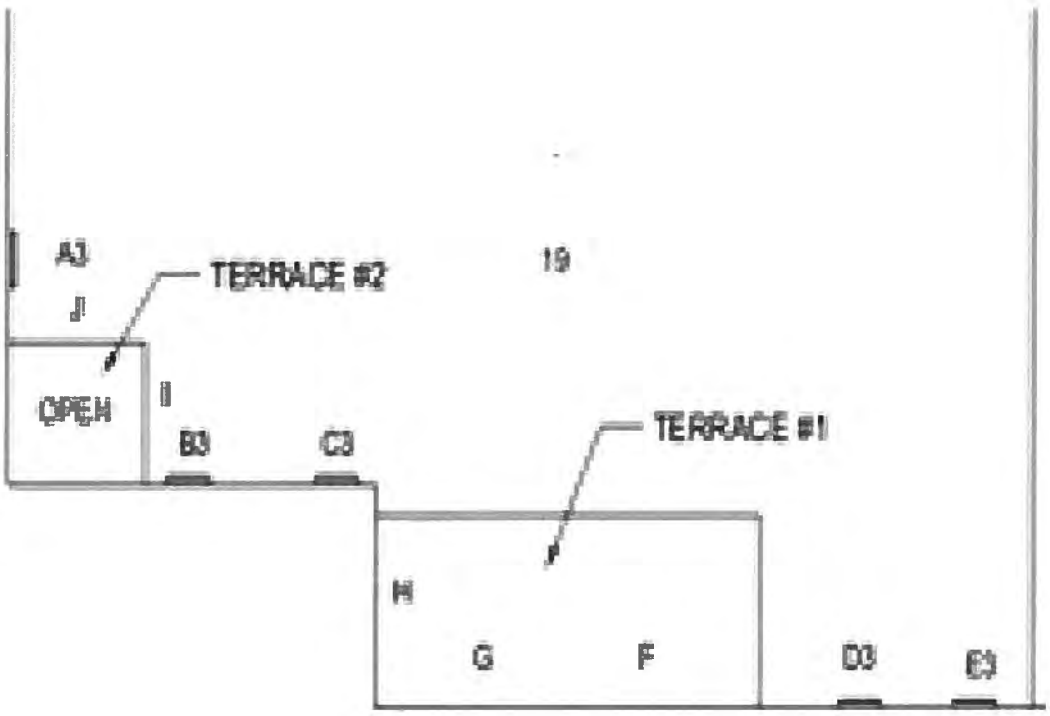
121. Decayed wood in frame of Unit G.	
122. Open joint from below the casement leaf to the interior of the lower frame of Unit G.	
123. Unit H.	

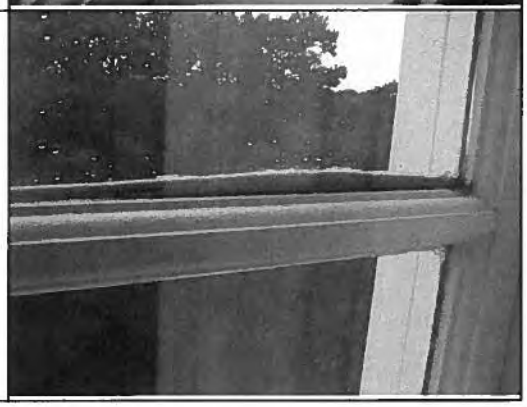
124. Water stain on frame of Unit H.	
125. Water stain on sill of Unit H.	
126. Loose joint in frame of Unit H.	

NINTH FLOOR

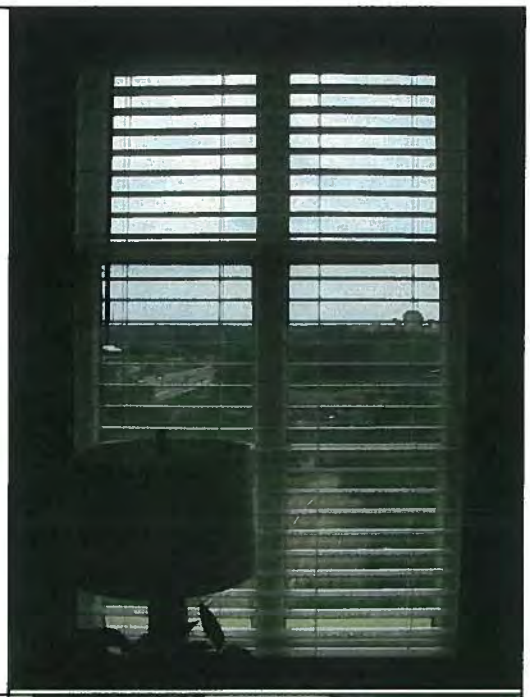
Unit #19 (5 standard units plus LR terrace with 3 custom units and 2 doors to the MBR terrace)

Window units are identified as A3 through E3 plus the Living Room terrace (Terrace 1). The Master Bedroom terrace (Terrace 2) has not been enclosed. Immediately below the windowsills is an exterior shaped band of EIFS that prevents the terrace enclosures from extending to the floor line as on the lower floors. Common deficiencies include water stains on the heads, jambs, sills and frames and damaged finishes. In general, the windows of this unit are in poor to fair condition.



1. Unit A3.	
2. Damaged finish on sill of Unit A3.	
3. Excessive build-up of exterior sealant on Unit A3.	

4. Loose seal at glass in Unit A3.	
5. Loose solar film on Unit A3.	
6. Split exterior sill of Unit A3.	

7. Unit B3.	
8. Loose seal at glass on Unit B3.	
9. Loose joint in frame of Unit B3.	

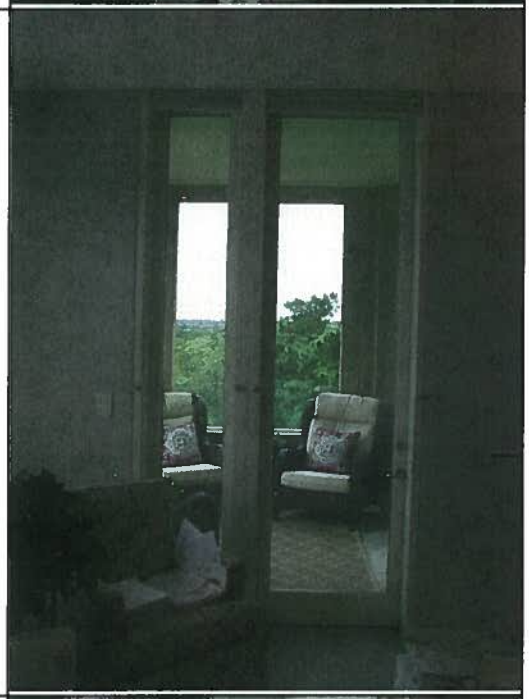
10. Unit C3.	
11. Loose seal at glass and damaged finish on frame of Unit C3.	
12. Decayed wood on Unit C3.	

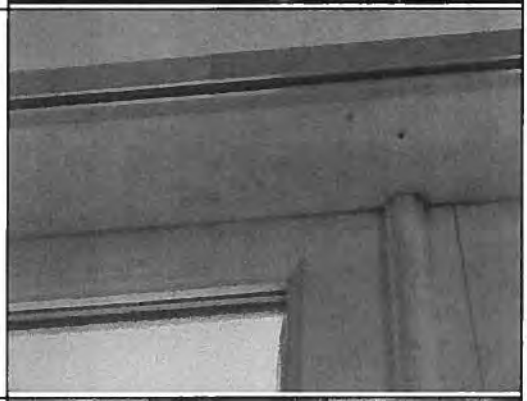
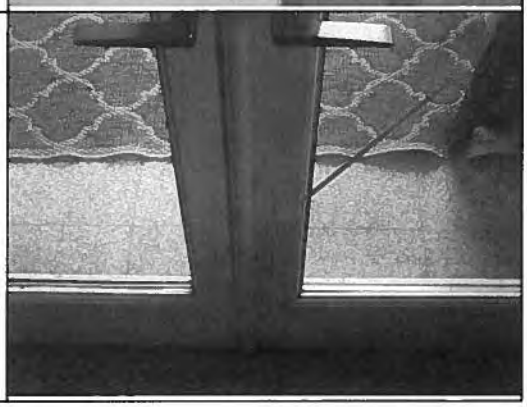
13. Unit D3.	
14. Water stain on frame of Unit D3.	
15. Loose joint in frame of Unit D3.	

16. Damaged finish loose seal at glass on Unit D3.	
17. Loose seal at glass on Unit D3.	
18. Loose joint in frame of Unit D3.	
19. Improper repair of EIFA damage at Unit D3.	

20. Unit E3.	
21. Loose seal at glass in Unit E3.	
22. Decayed wood at loose joint in frame of Unit E3.	

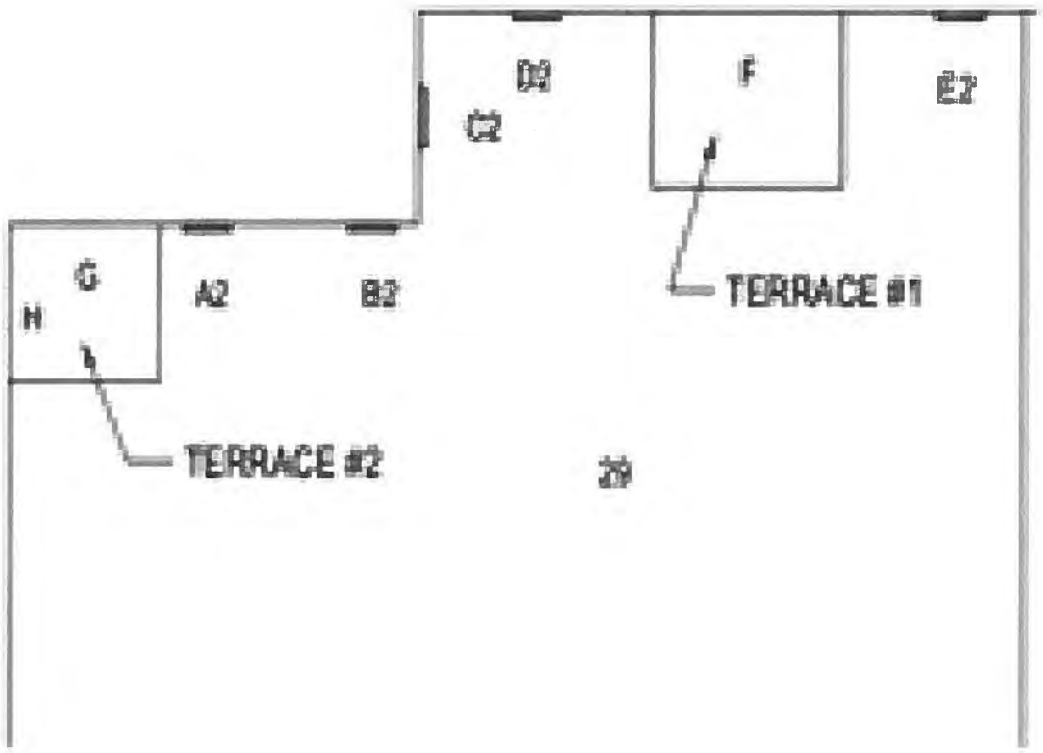
23. Rust on exterior jamb of Unit E3.	
24. Improper repair of EIFS damage at Unit E3.	
25. Unit F is a metal framed unit.	
26. Unit G is a metal framed unit.	

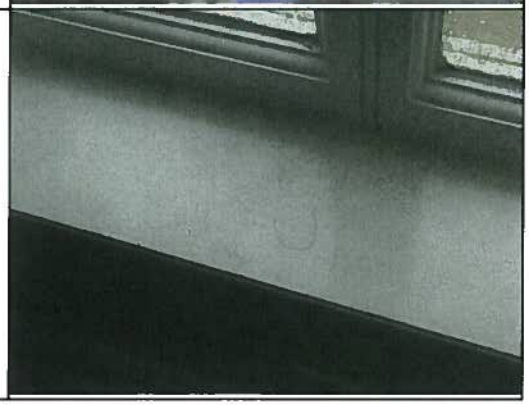
27. Unit H is a metal framed unit.	
28. Unit I.	
29. Split wood frame in Unit I.	

30. Unit J.	
31. Water stain on head of Unit J.	
32. Split frame on Unit J.	

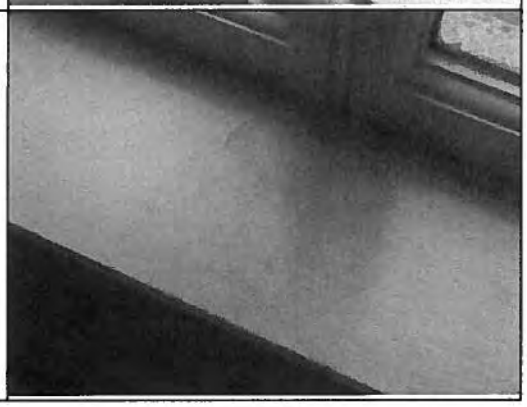
Unit #29 (5 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

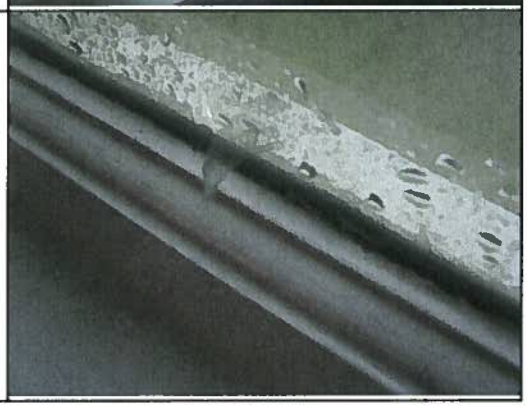
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include water stains on the heads, jambs, sills and frames and damaged finishes. In general, the windows of this unit are in poor to fair condition.



33. Unit A2.	
34. Broken glass in Unit A2.	
35. Water stain on sill of Unit A2.	

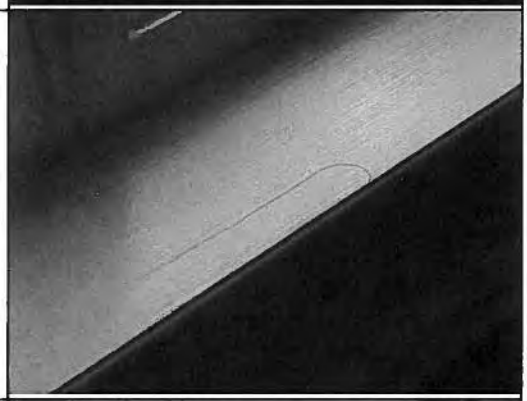
36. Water stain on frame of Unit A2.	
37. Split exterior sill at Unit A2.	
38. Unrepaired crack in EIFS near Unit A2.	

39. Unit B2.	
40. Water stain on frame and damaged slide on Unit B2.	
41. Water stain on sill of Unit B2.	

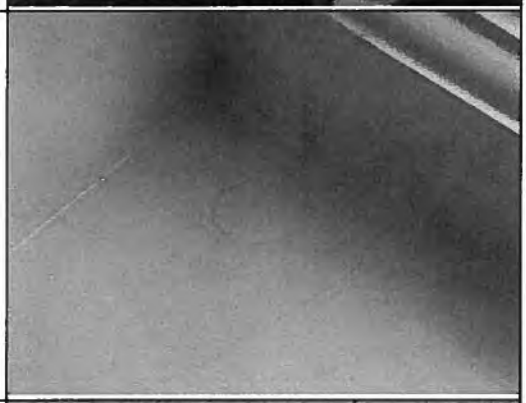
42. Unit C2.	
43. Loose seal at glass of Unit C2.	
44. Loose solar film on Unit C2.	

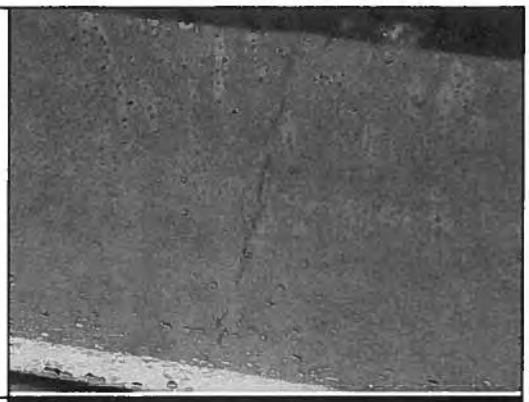
45. Unit D2.

46. Water stain on sill of Unit D2.



47. Loose seal at glass of Unit D2.

48. Unit E2.	
49. Water stain on sill of Unit E2.	
50. Loose seal at glass of Unit E2.	

51. Unrepaired crack in EIFS at Unit E2.	
52. Unit F.	
53. Water stain on sill of Unit F.	

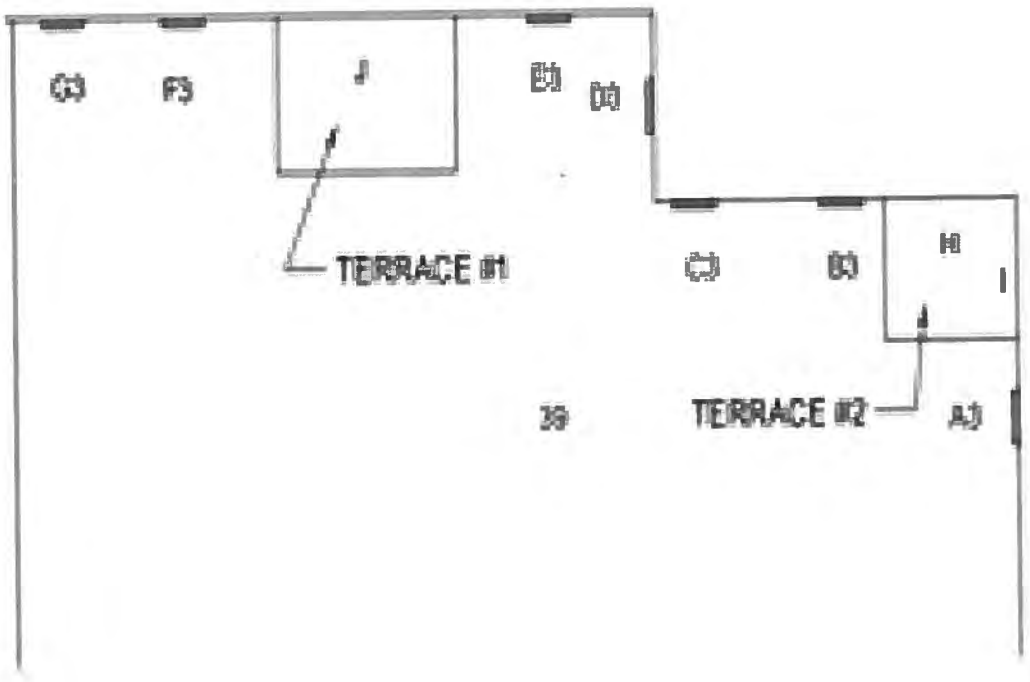
54. Unit G.

55. Unit H.

56. Loose joint at sill of Unit H.

Unit #39 (7 standard units plus LR terrace enclosure and 2 MBR terrace enclosures)

Window units are identified as A3 through G3 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). The LR terrace enclosure was reported to have leaks at the floor across the full width. The casement enclosures at MBR terrace are poor. Common deficiencies include loose seals at the glass, decayed wood, water stains at heads, frames, jambs and sills, loose joints and damaged finishes. In general, the windows of this unit are in poor to fair condition.



57. Unit A3.

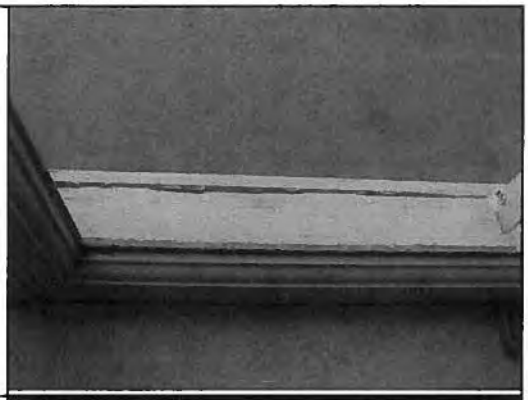
58. Unit B3.

59. Water stain and damaged finish on frame of Unit B3.

60. Unit C3.

61. Water stain on sill of Unit C3.

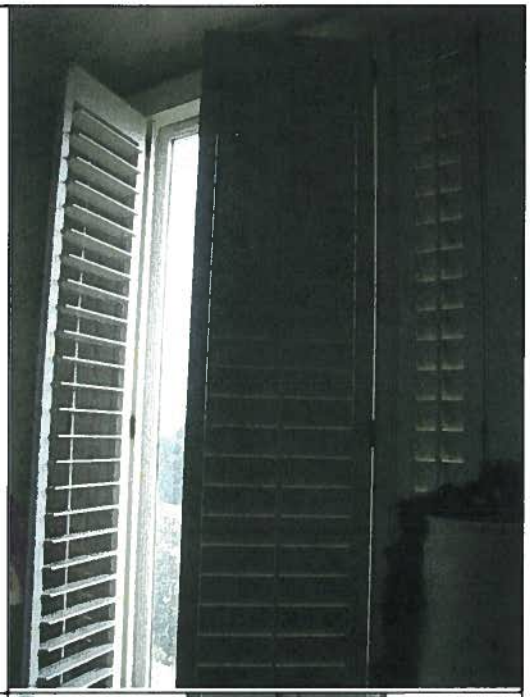
62. Unit D3.

63. Split exterior sill of Unit D3.	
64. Unit E3.	
65. Water stain on head of Unit E3.	

66. Water stain on frame of Unit E3.	
67. Water stain on frame and sill with damaged finish on Unit E3.	
68. Unit F3.	

69. Water stain on frame and likely loose seal at glass of Unit F3.	
70. Unit G3, very limited access.	
71. Water stain on frame and sill of Unit G3.	

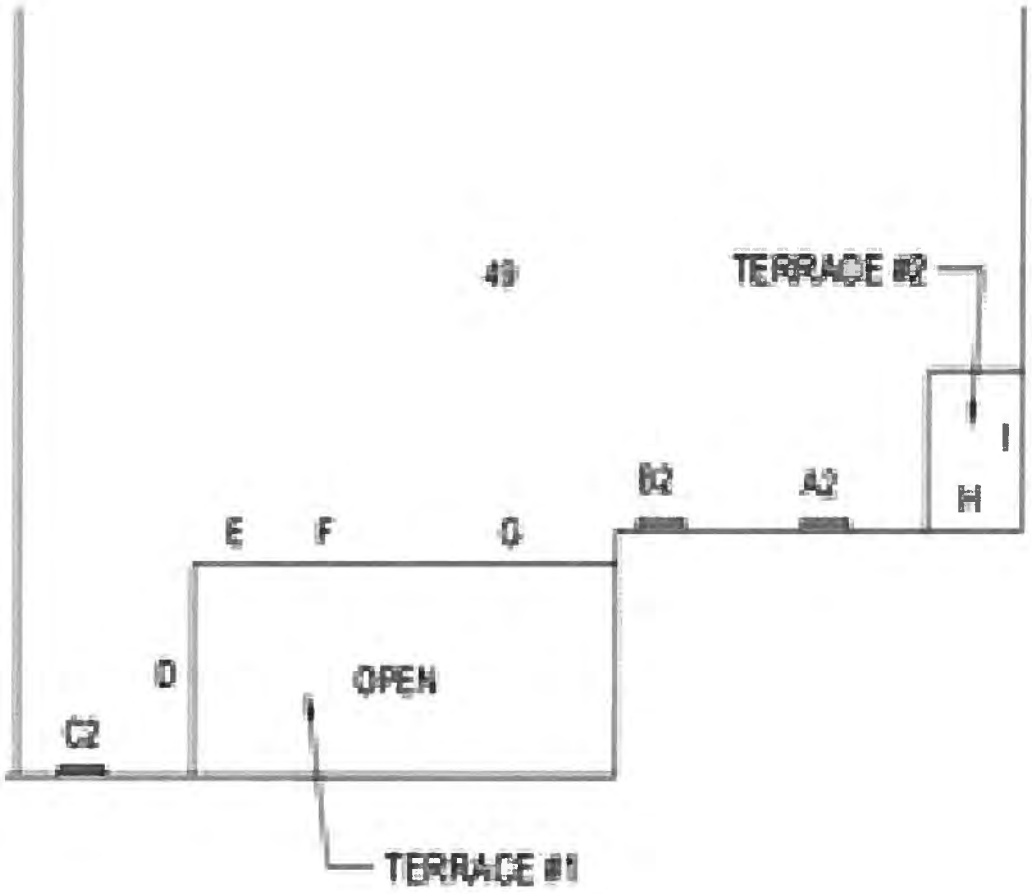
72. Loose seal at glass of Unit G3.	
73. Unit H.	
74. Water stain on sill of Unit H.	

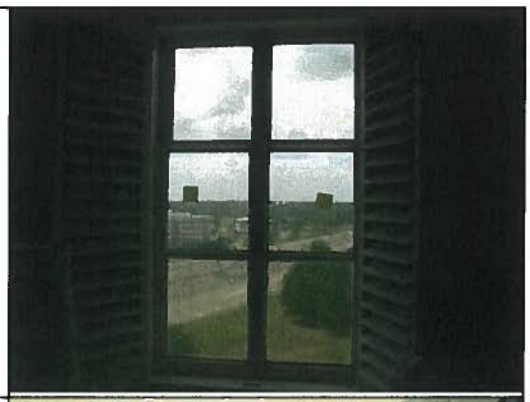
75. Unit I.	
76. Split frame of Unit I.	
77. Loose joint in frame of Unit I.	

78. Unit J.	
79. Loose joint in frame of Unit J.	
80. Water stain at split frame of Unit J.	

Unit #49 (3 standard units plus 3 doors/window units to the open LR terrace and 2 MBR terrace enclosures)

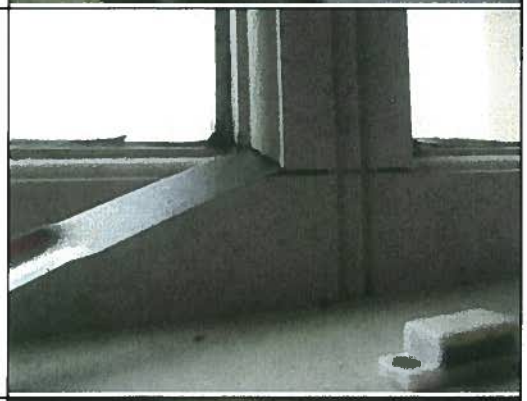
Window units are identified as A2 through E2 plus the Living Room terrace (Terrace 1) and the Master Bedroom terrace (Terrace 2). Common deficiencies include water stains on the heads, jambs, sills and frames and damaged finishes. In general, the majority of the windows of this unit are in poor condition.

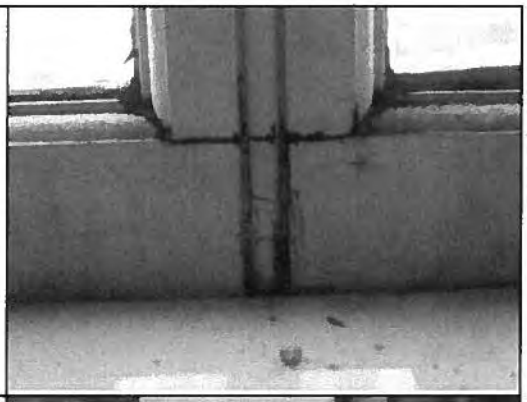


81. Unit A2.	
82. Damaged finish on the frame of Unit A2.	
83. Loose solar film on Unit A2.	
84. Loose seal at glass of Unit A2.	

85. Water stain on frame of Unit A2.	
86. Damaged finish on jamb and head of Unit A2.	
87. Rust on exterior jamb and sill of Unit A2.	

88. Unit B2.	
89. Loose seal at glass of Unit B2.	
90. Damaged slide of Unit B2.	

91. Water stain on frame and jamb of Unit B2.	
92. Damaged finish on frame of Unit B2.	
93. Loose joint in frame of Unit B2.	
94. Unit C2.	

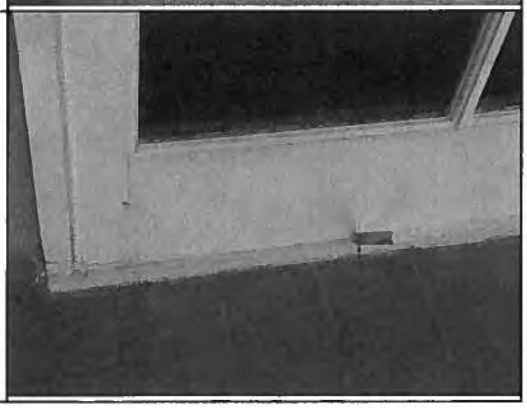
95. Water stain on frame at loose joint of Unit C2.	
96. Water stain on frame of Unit C2.	
97. Loose solar film on Unit C2.	
98. Damaged slide of Unit C2.	

99. Unit D.	
100. Split frame on interior of Unit D.	
101. Split frame on exterior of Unit D.	

102. Unit E.	
103. Split frame on interior of Unit E.	
104. Split frame on exterior of Unit E.	

105. Unit F.	
106. Biological growth and stain on frame of Unit F.	
107. Loose seal at glass on Unit F.	
108. Split frame on Unit F.	

109. Split frame on Unit F.	
110. Decayed wood on Unit F.	
111. Loose seal at glass on exterior of Unit F.	
112. Unit G.	

113. Water stain on frame of Unit G.	
114. Water stain on sill of Unit G.	
115. Water stained carpet at Unit G.	
116. Decayed wood at sill of Unit G.	

117. Unit H.	
118. Water stain on head of Unit H.	
119. Decayed wood at sill of Unit H.	
120. Decayed wood on frame of Unit H.	

121. Damaged wall above Unit H.	
122. Water damaged wall below Unit H.	
123. Unit I.	

124. Water stain at head of Unit I.	
125. Decayed and split wood at sill of Unit I.	
126. Cloudy glass in Unit I.	

CONCLUSION

Generally, the window units of this building have performed admirably considering wood framed windows typically last between 20 to 25 years. The Honduran mahogany wood used in the original windows should have a longer service life than the normal wood windows available, but probably closer to 25 to 30 years. This building was constructed in the mid 1980's so the windows have been in use for approximately 35 to 40 years, well beyond the normal service life expectancy. In the early 2000's this building experienced considerable structural movement which would contribute to the movement and flexing of the window joints and openings.

Unless the frames have deteriorated and have decayed wood, the existing units should be able to be rebuilt by a qualified and experienced mill worker. As stated earlier in this report the original window units were fabricated by Scanlon-Taylor Millworks, Jackson, MS. They may be able to remake the units to perform an additional 15 to 20 years. A contractor will need to remove the existing, temporarily close the openings, and deliver the existing units to the fabricator. The fabricator will examine the units, determine pieces to be replaced and rework the joints. The contractor will retrieve the reworked units and reinstall in properly flashed rough openings. All windows should have the glass replaced or glazed by a qualified glazier.

After window work is complete a new solar film should be applied by a qualified applicator to minimize solar glare and interior fading. If the new glass is clear the solar rays entering the apartments will increase the fade of interior finishes and fabrics.

During the period of removing and replacing window units, the EIFS condition should be addressed by a qualified and experienced EIFS applicator. The existing cracks in the EIFS must be addressed and sealed with cementitious base coat with reinforcing fabric embedded into the base coat. Sealant applied to the EFIS finish will fail in a short period of time and water entry will recur. After proper repairs of all cracks and voids have been addressed the finish coat application should be applied over the entire building exterior to avoid the appearance of patching.

ATTACHMENT A

WINDOW CONDITION MATRIX

THE BARRINGTON

CENTRAL BUILDING CONSULTANTS, LLC	WINDOW ASSESSMENT REPORT	DATE: DECEMBER 18, 2020 CBC Project # 20-1102

FLOOR	UNIT	WINDOW	LOCATION	LOOSE SEAL	DECAYED WOOD	STAINS AT SILL	STAINS AT HEAD	STAINS AT FRAME	STAINS AT JAMB	DAMAGED FINISH	DAMAGED SLIDE	INOPER-ABLE	BROKEN GLASS	LOOSE JOINTS	LOOSE FILM	SPLIT EXT SILL	RUST EXT JAMB	COMMENTS
3	11	A3	MBR	X		X	X		X	X		X		X	X			POOR, RAIN ENTERS PER OWNER. REGLAZE.
		B3	BR 2	X						X		X		X			X	POOR. REGLAZE.
		C3	BR 2	X						X		X						POOR. REGLAZE.
		D3	DINING	X						X		X		X				POOR. REGLAZE.
		E3	DINING	X			X			X		X		X			X	POOR. REGLAZE.
		F3	BR 3			X	X		X	X	X	X					X	POOR, WATER ENTERS FROM ABOVE THE HEAD,PROBABLY EIFS.
		G3	BR 3	X						X		X		X			X	POOR. REGLAZE.
		H	TERRACE 1			X				X								LIMITED ACCESS, DOOR SEALED, WATER DAMAGE SUSPECTED
		I	TERRACE 2	X	X	X	X		X	X				X	X			POOR CONDITION AND DESIGN
		J	TERRACE 2	X	X	X	X		X	X				X	X			POOR CONDITION AND DESIGN
	23	A2	MBR			X										X		FAIR TO POOR
		B2	MBR															FAIR
		C2	DINING															FAIR
		D2	DINING															FAIR
		E2	BR 2															FAIR, SECURE BUT NOT COMPLETELY CLOSED
		F	TERRACE 1															FAIR. NO WEATHER STRIPPING. THRESHOLD NOT SET IN MASTIC.
		G	TERRACE 2															POOR. CASEMENT NOT COMPLETELY CLOSED. OPEN JOINT FROM UNDER CASEMENT TO INSIDE OF LOWER GLASS.
		H	TERRACE 2			X												POOR. CASEMENT NOT COMPLETELY CLOSED. OPEN JOINT FROM UNDER CASEMENT TO INSIDE OF LOWER GLASS.
	33	A3	MBR	X				X										POOR
		B3	BR 2															LIMITED ACCESS, ASSUMED FAIR
		C3	BR 2			X		X										FAIR
		D3	DINING			X												FAIR
		E3	DINING															FAIR, RUST AT EXTERIOR SILL
		F3	BR 3			X	X	X										POOR
		G	MBR												X			FAIR, DAMAGED WEATHER STRIPPING, PROTECTED BY TERRACE
		G3	BR 3															FAIR
		H	TERRACE 1			X									X			POOR TO FAIR
	43	A2	MBR	X	X					X								POOR
		B2	MBR	X						X								POOR
		C2	DINING				X	X		X								FAIR, RUST ON RIGHT SLIDE BRACKET
		D2	DINING	X						X							X	FAIR
		E2	BR 2														X	FAIR
		F	MBR	X	X					X								POOR
		G	TERRACE 1		X	X				X								FAIR, NO MASTIC UNDER THRESHOLD

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4	14	A3	MBR															FAIR
		B3	BR 2															FAIR, PAINTED SHUT
		C3	BR 2	X													X	FAIR, PAINTED SHUT
		D3	DINING														X	FAIR
		E3	DINING														X	FAIR
		F3	BR 3				X										X	FAIR
		G3	BR 3														X	FAIR
		H	TERRACE 1														X	FAIR
		I	TERRACE 2															FAIR, ALL FIXED GLASS
		J	TERRACE 2															FAIR, ALL FIXED GLASS
	24	A2	MBR			X	X	X	X	X								FAIR, LIMITED ACCESS
		B2	MBR					X		X								FAIR
		C2	DINING			X		X	X	X								FAIR
		D2	DINING															FAIR, TOWEL ON SILL AND OPERABLE PANEL
		E2	BR 2			X	X	X										FAIR
		F	TERRACE 1			X		X										FIAR, LIMITED ACCESS
		G	MBR			X		X	X									NO ACCESS
	34	A3	MBR	X														FAIR, TOWEL ON SILL AND TOP OF OPERABLE SECTION
		B3	BR 2					X	X	X								FAIR
		C3	BR 2								X							FAIR
		D3	DINING			X	X	X	X							X		POOR, TOWEL ON SILL, EXTERIOR SILL ROTTEN
		E3	DINING				X	X	X									POOR
		F3	BR 3			X		X										POOR, TOWEL ON SILL
		G	TERRACE 2			X		X	X	X								POOR, OPEN JOINT FROM UNDER CASEMENT TO INSIDE OF LOWER GLASS
		G3	BR 3			X		X	X									POOR, TOWEL ON SILL
		H	TERRACE 2			X		X	X	X								POOR, OPEN JOINT FROM UNDER CASEMENT TO INSIDE OF LOWER GLASS
		I	TERRACE 1		X	X				X								POOR, SEVERE ROTTEN WOOD AT THRESHOLD
	44	A2	MBR	X		X				X			X				X	POOR
		B2	MBR					X										FAIR
		C2	DINING							X								FAIR
		D2	DINING							X							X	FAIR
		E2	BR 2	X		X			X	X			X				X	POOR
		F	TERRACE 2			X		X										FAIR, ALL FIXED
		G	TERRACE 2			X												FAIR, ALL FIXED
		H	TERRACE 1			X												FAIR, EXTERIOR SCREENS

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5	15	A3	MBR															FAIR
		B3	BR 2	X												X	X	FAIR
		C3	BR 2								X							FAIR
		D3	DINING								X						X	POOR, LEAKS
		E3	DINING	X													X	POOR, LEAKS
		F3	BR 3	X	X											X		POOR
		G3	BR 3	X													X	FAIR
		H	TERRACE 1		X											X		POOR, LEAK AT SILL
		I	TERRACE 2					X					X					POOR, OPEN JOINT BELOW CASEMENT
		J	TERRACE 2	X	X									X	X			POOR, OPEN JOINT BELOW CASEMENT
	25	A2	MBR					X				X						FAIR
		B2	MBR			X						X						FAIR
		C2	DINING															FAIR, TOWEL ON JOINT, STAIN ON BASE BOARD
		D2	DINING	X		X		X		X								FAIR, STAIN ON BASE BOARD
		E2	BR 2					X		X								FAIR
		F	TERRACE 1			X				X		X		X				POOR
		G	TERRACE 2			X				X		X		X				POOR
		H	TERRACE 2			X				X		X		X				POOR
	35	A3	MBR					X		X							X	FAIR
		B3	BR 2			X		X										FAIR
		C3	BR 2					X										FAIR
		D3	DINING					X										FAIR
		E3	DINING			X		X	X									FAIR, WALL DAMAGE BELOW
		F3	BR 3			X		X										FAIR
		G	MBR			X									X			FAIR
		G3	BR 3			X		X										FAIR
		H	TERRACE 1							X								FAIR, OWNER REPORTS WIND BLOWN WATER BELOW
	45	A2	MBR			X	X	X		X							X	POOR, WATER POOLS ON FLOOR, WALL DAMAGE BELOW
		B2	MBR								X			X	X		X	FAIR
		C2	DINING			X		X		X					X			FAIR
		D2	DINING	X			X			X	X			X	X		X	POOR
		E2	BR 2					X								X	X	FAIR
		F	TERRACE 2		X	X								X				POOR, OPEN JOINT BELOW CASEMENT
		G	TERRACE 2	X	X	X								X	X			POOR, OPEN JOINT BELOW CASEMENT
		H	TERRACE 1		X	X				X								FAIR, WATER POOLS ON FLOOR IN BLOWN RAIN

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6	16	A3	MBR	X						X				X			X	FAIR
		B3	BR 2	X													X	FAIR
		C3	BR 2	X														FAIR
		D3	DINING												X		X	FAIR
		E3	DINING	X						X								FAIR
		F3	BR 3	X						X								FAIR (ASSUMED), NO ACCESS
		G3	BR 3	X						X								FAIR (ASSUMED), NO ACCESS
		H	TERRACE 1		X													POOR
		I	TERRACE 2											X				POOR, INSULATED GLASS GASKET FAILING, TAPED SHUT
		J	TERRACE 2		X									X				POOR, INSULATED GLASS GASKET FAILING
	26	A2	MBR					X										FAIR
		B2	MBR				X			X	X							FAIR
		C2	DINING															FAIR
		D2	DINING					X	X									FAIR, LIMITED ACCESS
		E2	BR 2															FAIR
		F	TERRACE 1							X		X						FAIR
		G	MBR															FAIR, PROTECTED BY COVERED TERRACE
	36	A3	MBR	X		X		X	X	X								FAIR
		B3	BR 2															FAIR (ASSUMED), NO ACCESS
		C3	BR 2													X		FAIR
		D3	DINING															FAIR
		E3	DINING							X					X			FAIR
		F3	BR 3			X										X		FAIR
		G	TERRACE 2		X	X		X		X				X				POOR, NO FLASHING AT SILL (THRESHOLD)
		G3	BR 3							X						X		FAIR
		H	TERRACE 2		X	X		X		X				X				POOR, NO FLASHING AT SILL (THRESHOLD)
		I	TERRACE 1			X												POOR-TO-FAIR, STAIN ON DRAPERIES
	46	A2	MBR														X	FAIR, SEALED SHUT
		B2	MBR	X												X		FAIR, SEALED SHUT
		C2	DINING															FAIR, SEALED SHUT
		D2	DINING														X	FAIR
		E2	BR 2	X										X		X		FAIR
		F	TERRACE 2		X					X				X				POOR, POOR DESIGN
		G	TERRACE 2							X				X				POOR, POOR DESIGN
		H	TERRACE 1		X	X												POOR

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7	17	A3	MBR													X	X	FAIR, TAPE ON FRAME TO SEAL JOINTS
		B3	BR 2	X														FAIR, TAPE ON FRAME TO SEAL JOINTS
		C3	BR 2							X				X			X	FAIR, TAPE ON FRAME TO SEAL JOINTS
		D3	DINING	X		X		X									X	FAIR, TAPE ON FRAME TO SEAL JOINTS
		E3	DINING							X							X	FAIR, TAPE ON FRAME TO SEAL JOINTS
		F3	BR 3	X						X						X	X	FAIR
		G3	BR 3							X							X	FAIR
		H	TERRACE 1		X					X				X				POOR, WATER UNDER DOORS IN STORM
		I	MBR							X								FAIR, INSULATED GLASS
	27	A2	MBR	X		X	X		X	X						X		POOR
		B2	MBR							X								FAIR
		C2	DINING								X							FAIR
		D2	DINING			X				X								FAIR
		E2	BR 2	X				X		X						X		FAIR
		F	TERRACE 1					X		X				X				POOR
		G	TERRACE 2			X		X		X				X				POOR, OPEN JOINT FROM BELOW CASEMENT TO INSIDE LOWER FRAME, POOR DESIGN
		H	TERRACE 2			X				X				X				POOR, OPEN JOINT FROM BELOW CASEMENT TO INSIDE LOWER FRAME, POOR DESIGN
	37	A3	MBR	X		X		X	X	X								POOR
		B3	BR 2			X	X	X	X	X								FAIR
		C3	BR 2			X		X	X	X				X				FAIR
		D3	DINING			X	X	X	X	X								FAIR
		E3	DINING					X		X								FAIR
		F3	BR 3			X	X	X		X							X	FAIR
		G	TERRACE 2	X		X		X	X					X	X			POOR, STAIN ON DRAPERIES
		G3	BR 3			X		X			X							FAIR
		H	TERRACE 2	X		X		X	X					X	X			POOR, LIMITED ACCESS, STAIN ON DRAPERIES
		I	TERRACE 1			X		X	X	X								FAIR, POOR SEAL BETWEEN LEAFS
	47	A2	MBR	X	X	X		X								X	X	POOR
		B2	MBR	X		X		X		X								FAIR
		C2	DINING	X		X		X		X							X	POOR, PAPER TOWELS AND TAPE, STAIN ON SHUTTER
		D2	DINING							X								ASSUMED FAIR, NO ACCESS, PAPER TOWEL ON TOP OF OPERABLE SECTION
		E2	BR 2							X						X	X	FAIR, RIGHT JAMB SPLIT
		F	TERRACE 2			X						X		X				POOR, DAMAGE ON ADJACENT BASE BOARDS
		G	TERRACE 2			X						X		X				POOR, POOR SEAL BETWEEN CASEMENT LEAFS
		H	TERRACE 1		X	X		X				X						POOR, DOOR WILL NOT OPEN

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8	18	A3	MBR	X						X				X		X		POOR, OWNER REPORTS PAST LEAKS
		B3	BR 2	X			X			X				X			X	POOR, OWNER REPORTS PAST LEAKS
		C3	BR 2				X			X							X	FAIR
		D3	DINING	X				X		X	X			X	X			POOR, OWNER REPORTS PAST LEAKS
		E3	DINING	X		X	X	X	X	X							X	POOR, DAMAGED FINISH ON CROWN MOLDING, OWNER REPORTS PAST LEAKS
		F3	BR 3	X	X		X	X	X	X				X				POOR, DAMAGED FINISH ON CROWN MOLDING, OWNER REPORTS PAST LEAKS
		G3	BR 3	X				X								X	X	POOR, OWNER REPORTS PAST LEAKS
		H	TERRACE 1		X	X		X								X		POOR, WATER UNDER DOORS. CLEAR SILICONE AT INTERIOR EDGE OF GLASS, OWNER REPORTS PAST LEAKS
		I	TERRACE 2			X												POOR, WATER UNDER DOORS. CLEAR SILICONE AT INTERIOR EDGE OF GLASS, OWNER REPORTS PAST LEAKS
		J	TERRACE 2		X	X		X		X				X				POOR, OWNER REPORTS PAST LEAKS
	28	A2	MBR	X	X					X						X		POOR
		B2	MBR															FAIR
		C2	DINING	X														FAIR, STAINS ON SHUTTERS
		D2	DINING			X		X		X								FAIR, STAINS ON SHUTTERS
		E2	BR 2			X	X	X		X								FAIR
		F	TERRACE 1															FAIR
		G	TERRACE 2							X				X				POOR
		H	TERRACE 2	X	X			X						X	X			POOR
	38	A3	MBR	X	X					X				X				POOR
		B3	BR 2	X						X	X			X				POOR, WATER DAMAGE ON WALL BELOW
		C3	BR 2															FAIR
		D3	DINING			X	X	X		X				X				POOR, WATER DAMAGE ON WALL BELOW
		E3	DINING					X		X								FAIR
		F3	BR 3															FAIR
		G	TERRACE 2	X	X			X		X				X				POOR
		G3	BR 3							X				X	X			FAIR
		H	TERRACE 2		X					X				X				POOR, INSULATED GLASS GASKET DAMAGED
		I	TERRACE 1							X								FAIR, LOOSE FLOOR TRIM AT THRESHOLD
	48	A2	MBR	X													X	POOR
		B2	MBR				X				X					X	X	FAIR
		C2	DINING	X												X	X	POOR, OWNER REPORT MILDEW SMELL
		D2	DINING	X				X										POOR
		E2	BR 2	X													X	POOR
		F	TERRACE 1		X			X						X		X		POOR
		G	TERRACE 2	X	X		X							X				POOR
		H	TERRACE 2			X		X						X				POOR, OPEN JOINT FROM BELOW CASEMENT TO INSIDE OF LOWER GLASS

THE BARRINGTON

CENTRAL BUILDING CONSULTANTS, LLC	WINDOW ASSESSMENT REPORT	DATE: DECEMBER 18, 2020 CBC Project # 20-1102

FLOOR	UNIT	WINDOW	LOCATION	LOOSE SEAL	DECAYED WOOD	STAINS AT SILL	STAINS AT HEAD	STAINS AT FRAME	STAINS AT JAMB	DAMAGED FINISH	DAMAGED SLIDE	INOPER-ABLE	BROKEN GLASS	LOOSE JOINTS	LOOSE FILM	SPLIT EXT SILL	RUST EXT JAMB	COMMENTS
9	19	A3	MBR	X						X					X	X		POOR
		B3	BR 3	X	X					X								POOR
		C3	BR 3	X	X					X								POOR
		D3	BR 2	X				X		X				X				POOR
		E3	BR 2	X				X		X							X	POOR
		F	TERRACE 1															GOOD, METAL FRAMED FIXED
		G	TERRACE 1															GOOD, METAL FRAMED FIXED
		H	TERRACE 1															GOOD, METAL FRAMED FIXED
		I	BR 3															FAIR
		J	MBR				X											POOR, SPLIT FRAME
	29	A2	MBR					X					X					FAIR
		B2	MBR	X		X		X		X					X			POOR
		C2	DINING		X													POOR
		D2	DINING			X				X								FAIR
		E2	BR 2			X				X								FAIR
		F	TERRACE 1			X		X										GOOD, METAL FRAMED FIXED
		G	TERRACE 2															GOOD, METAL FRAMED FIXED
		H	TERRACE 2															GOOD, METAL FRAMED FIXED
	39	A3	MBR							X	X				X			FAIR
		B3	BR 2							X								FAIR (ASSUMED), LIMITED ACCESS
		C3	BR 2			X				X					X			FAIR, WALL IMPACT DAMAGE BELOW
		D3	DINING													X		FAIR
		E3	DINING				X	X		X								FAIR
		F3	BR 3	X				X										POOR, LIMITED ACCESS
		G	TERRACE 2															POOR, SPLIT FRAME
		G3	BR 3															FAIR (ASSUMED), LIMITED ACCESS
		H	TERRACE 2			X				X								FAIR
		I	TERRACE 1					X		X				X				POOR
	49	A2	MBR	X				X		X					X		X	POOR
		B2	MBR	X								X						POOR
		D	BR 2															POOR, SPLIT FRAME
		E2	BR 2	X				X		X	X				X		X	POOR
		F	LIVING	X	X									X	X			POOR
		G	DINING		X	X		X	X									FAIR, STAIN ON CARPET
		I	TERRACE 2		X		X			X				X				POOR, WALL DAMAGED ABOVE AND BELOW
		J	TERRACE 2		X		X							X				POOR, SEVERE FOGGING