



Grimsley High School
Football Field Lighting Project
601 North Josephine Boyd Street
Greensboro, NC

F.M. ENGINEERING PLLC

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Guilford County Schools ADVERTISEMENT FOR BIDS

Grimsley High School
Football Field Lighting Project

Sealed proposals will be received by the Guilford County School System until 2:00 PM on Tuesday, February 14, 2023 at 501 W. Washington Street, Greensboro, NC 27401 and immediately thereafter publicly opened and read aloud, to furnish all materials and labor for the Grimsley High School Football Field Lighting Project. Please allow sufficient time for this, as late bids will not be accepted.

Please email Fassil Mitiku at fassil@fmmeng.com to request electronic PDF copies of the bid documents. FMM Engineering will email an electronic copy within 24 hours of the request.

Questions regarding the bid package should be directed in writing to Fassil Mitiku via email.

A brief description of work in the project as follows:

The existing light fixtures and poles shall be removed complete including existing contactor cabinet. Existing cable shall be removed from underground conduit systems. Owner furnished poles and fixtures shall be assembled and installed complete by electrical contractor including bored base, directional bored conduit, pull boxes, wiring, control cabinet, circuit breakers complete for a fully functional project. Fixtures shall be aimed and system qualified by manufacturer for guaranteed lighting levels as outlined in construction documents. All work shall be per construction documents.

A **mandatory** pre-bid conference will be held at the project site at 11:00 AM on Tuesday January 31, 2023. Attendees should meet at the front of the school. Attendance at this conference is required for all potential bidders to examine the existing conditions and to discuss particular details of the project. Bids will not be accepted from contractors that are not represented at this meeting. Bidder representative shall be a permanent employee of the bidder knowledgeable of sports lighting and electrical systems, and all items on the plans and the Guilford County Schools bidding process.

Bidders must be properly licensed for the work in accordance with Section 87 of the North Carolina General Statutes.

A 5% Bid Bond and 100% Performance and Labor and Material Payment Bonds are required for this project. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

E-Verify Requirements: This project requires the awarded vendor to comply with the requirements of E-Verify. (U.S. law requiring companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization.)

Minority businesses are encouraged to submit bids for this project. The appropriate forms from the section entitled “Participation by Women and Minority Owned Businesses” must be submitted with each bid to show good faith efforts to obtain Minority and Women Owned Business Enterprise participation.

The Guilford County Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.

The Board reserves the right to reject any or all bids presented and to waive any informalities and irregularities.

Guilford County Schools
Shayla Parker
Purchasing Officer

BID BOND FORM Section 00 43 13

KNOW ALL MEN BY THESE PRESENTS, That we,

(Bidder's Name)

_____, of _____
(Street Address) (City, State, Zip)

Hereinafter called the Principal, and

(Surety's Name)

A corporation organized and existing under the Laws of the State of _____, and
authorized to transact business in the State of _____, as Surety, hereinafter
called Surety, are held and firmly bound unto the _____
(Owner).

Hereinafter called Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful
money of the United States of America, for the payment of which the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to the
Obligee on a contract for the construction

of _____
(Contract Name and Number)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful
performance of such construction for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith

BID BOND FORM Section 00 43 13

contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

In witness whereof, we have hereunto set our signatures and seal this _____ day of _____, 20_____, all pursuant to due authorization.

Principal (Seal)

By
Surety

By
Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that _____, and
_____, whose names are signed to the foregoing bond, this day
personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand seal this _____ day of _____, 19_____.

Notary Public (Seal)

My Commission expires:

Contract: Single Prime

Guilford County Schools
Grimsley High School
Football Field Lighting Project

Bidder: _____

Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and the contract documents relative thereto, has read all special and supplemental provisions furnished prior to the opening of bids, has satisfied himself relative to the work to be performed, and thereby proposes and agrees if this proposal is accepted, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the fabrication and delivery of the work, and other related work in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other contract documents.

Bidders are advised that a notice to proceed may be issued upon approval by the Guilford County Board of Education, and in advance of the contract document.

The Bidder proposes and agrees, if this proposal is accepted, to execute a Contract within ten (10) days after notification of award, for the above work and for the below stated Compensation, in the form of AIA A101-2007 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum., for the sum of:

TOTAL BASE BID:

_____ Dollars (\$ _____)

Breakdown of Total Base Bid:

Electrical (Prime Contractor): Bid Amount (\$ _____)

ALTERNATES:

The Bidder proposes to perform the work indicated as alternates for the amounts entered below, which amounts shall be added to or deducted from the Base Bid as indicated in the space below.

BID FORM

Section 00 41 13.02

Contractor Initials & Date _____

(Bidders must enter an amount for each alternate. If acceptance of the alternate will not change the contract amount, enter “No Change”. Insert the words “Add” or “Deduct” in the space provided before the amount.)

List of Alternates:	<u>Add or Deduct</u>	<u>Amount</u>
Alternate #1	_____	\$ _____
Alternate #2	_____	\$ _____

BID UNIT PRICES:

UNIT PRICES TO BE SUBMITTED,ALONG WITH BID, ON FORM PROVIDED IN 012200

ADDENDA:

The following addenda were received and used in computing this bid:

	<u>Date</u>	<u>Initial</u>
Addendum #1	_____	_____
Addendum #2	_____	_____
Addendum #3	_____	_____
Addendum #4	_____	_____

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner or Designer on or before TBD and shall substantially complete the work on or before TBD. There will be liquidated damages assessed for every day after TBD in the amount of \$ TBD per day.

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

RESPECTFULLY SUBMITTED this _____ day of _____, 2021.

BID FORM

Section 00 41 13.02

Contractor Initials & Date _____

(Name of firm or corporation making bid)

By: _____

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

License No. _____

Federal ID No. _____

WITNESS: (Proprietorship / Partnership)

By: _____

ATTEST: (Corporation)

By: _____

(CORPORATE SEAL)

Title: _____
(Corporate Secretary or Asst. Secretary Only)

The total value of minority business contracting will be (\$)_____.

AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☐ **1** - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☐ **2** - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☐ **3** - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ **4** - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☐ **5** - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☐ **6** - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☐ **7** - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☐ **8** - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☐ **9** - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☐ **10** - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date:_____Name of Authorized Officer:_____

Signature:_____

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of _____% of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

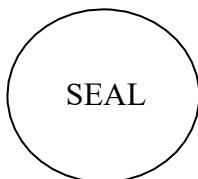
- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

PART B (Documentation Required to be Submitted Within 72 Hours of Notification)

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

ITEM 2

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

ITEM 3

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

ITEM 4

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

ITEM 5

- Copy of pre-bid roster.

ITEM 6

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

ITEM 8

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

ITEM 9

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

ITEM 10

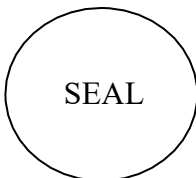
- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

AFFIDAVIT B

Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

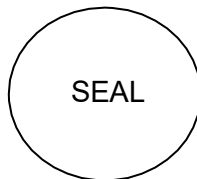
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

APPENDIX E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority and Women Business Enterprises on this project for the above-mentioned period.

A	B	C	D	E	F	G	H
MWBE FIRM NAME	* TYPE OF MWBE	ORIGINAL CONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENT THIS PERIOD	TOTAL CHANGE ORDERS TO DATE	TOTAL AMOUNT COMMITTED (C + F)	TOTAL RETAINED TO DATE

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

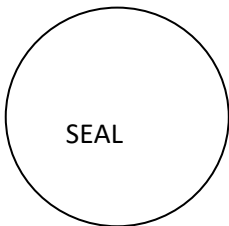
AFFIDAVIT OF E-VERIFICATION

The undersigned hereby certifies on behalf of _____ ("Bidder") that Bidder and its proposed Subcontractors for this project are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, except for those with less than twenty five (25) employees that are exempt from the E-Verification requirements.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Submittal Transmittal Form

Section 00 62 11

Guilford County Schools
Dudley High School
Sports Lighting Project

To:	_____	Date:	____/____/____
Attn:	_____		

From:	_____	Phone: (____)	_____

Submitter:	_____	Phone: (____)	_____

Product:	_____	Section:	_____
Manufacturer:	_____	Phone: (____)	_____
Architectural Dwg. #:	_____	Detail Ref:	_____
Contractor's Remarks:			

Number of Copies: _____		Submittal No.: _____	

Product Substitution (*Yes/No): _____

* If yes, has Substitution Request Form been submitted and approved?

Product Substitution Form (Circle one): (Attached) (Previously Submitted & Approved)

GUILFORD COUNTY SCHOOLS
COUNTY SALES AND USE TAX REPORT
SUMMARY TOTALS AND CERTIFICATION
APPENDIX A

CONTRACTOR: _____

Page _____ of _____

PROJECT: _____

FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR							
SUBCONTRACTOR(S) *							
COUNTY TOTAL							

- Attach subcontractor(s) report(s)

** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 19 ____

Signed_____
Notary Public

My Commission Expires: _____

Print or Type Name of Above

Seal

NOTE:

This certified statement may be subject to audit

STATE OF NORTH CAROLINA
SALES AND USE TAX REPORT DETAIL
APPENDIX A

Page _____ of _____

SUBCONTRACTOR _____

FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE *
				\$	\$	
				TOTAL:	\$	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

PAY APPLICATION COVER SHEET

Section 00 62 76

Contractor:

Project: Guilford County Schools
Dudley High School
Sports Lighting Project

Period covered:

Sales Tax Form:

Tax form and summary included: yes (initials)_____ value of taxes paid: _____

Affidavit related to payment:

The contractor warrants that title to all work and materials covered by an application for payment will pass to the owner no later than the time of the application for payment. The fact that retainage may be withheld shall not affect or limit owner's title to the work or material.

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 contractors knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the work.

Signed: _____

Contractor: _____

30 day look ahead schedule:

Included is a 30 day computer look ahead bar chart schedule sorted by trade and early start for schedule updating and which shows the critical path of construction for the period. Updated schedule in compliance with the General Conditions and Section 01311 is included with this pay application.

Included yes (initials)_____

Construction photographs (project coordinator only)

Included are the photographs required of the Project Coordinator.

Included yes (project coordinator initials)_____

PAY APPLICATION COVER SHEET

Section 00 62 76

Work narrative:

Narrative of work according to the schedule (explain significant work items' progress, and identify delays, and causes of delay, as well as consequences of the delay)

(Type narrative in this space.)

♦

Claims certification:

This constitutes a certification that there are no claims by contractor for which owner and architect has not received written notice as required in the Guilford County Schools General Conditions of the Contract; that there have been no written claims submitted to the contractor at the date of such application for payment; and that all due and payable bills with respect to the work have been paid to date or shall be paid from the proceeds of such application for payment. Unresolved claims are listed below. Claims not submitted in compliance with the contract documents are null and void.

Signed: _____

Contractor: _____

Unresolved claims:

Month and number _____ / _____

Claim: (Type unresolved claims in this space.)

♦

MBE payment certification:

Appendix E – “Documentation for Contract Payments” for all MBE contractors, subcontractors and vendors is attached and accurate.

Total Payments to be made to MBE this month \$ _____ (_____)

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

My commission expires: _____, 20__

Seal:

REQUEST FOR CLARIFICATION Section 00 63 19

Guilford County Schools
Dudley High School
Sports Lighting Project

Optima Engineering
Attn: Zane Kuseybi
(704) 338-1292
info@optimaengineering.com

Date: _____

Project: _____

From: Name: _____
Company: _____
Phone: _____
Fax: _____

Specification Section: _____ Drawing Sheet: _____

Subject: _____

Question (attach extra pages if necessary):

Response shall be limited to the direction of bidders to where in the documents they can find an answer to their question. No modified or new or additional information is to be provided by this document.

Changes to the documents and clarifications shall be made by issuance of an Addendum.

Response By: _____ Date: _____

Note: To comply with the specified requirement for written requests for clarification, all questions are required be addressed to the Architect in writing. To further improve the processing of questions and issuance of Addenda, all bid questions and/or questions concerning the bid documents are to be submitted on this form, by fax or e-mail. A response other than directing the bidder to the information already contained in the documents shall be addressed by addendum. This form and all responses, returned on this form are not to be considered an addendum to the contract documents.

Substitution Request Form Section 00 63 25

Date: _____

Guilford County Schools
Dudley High School
Sports Lighting Project

Engineer: _____

Contractor: _____

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA:

1. Section of the Specifications to which this request applies:

_____ Product data for proposed substitution is attached (description of product, reference standards, performance and test data).

_____ Sample is attached

_____ Sample will be sent if requested by Architect

2. Itemized comparison of proposed substitution with product specified.

	Original Product	Substitution
Name, Brand:	_____	_____
Catalog Number:	_____	_____
Manufacturer:	_____	_____
Significant Variations:	_____	

3. Unit costs of original product and proposed substitution

Original Product: \$ _____ per _____

Substitution: \$ _____ per _____

a) State whether cost is for: _____ Material Only or _____ Material Installed

Substitution Request Form Section 00 63 25

4. Proposed change in Contract Sum:

Credit to Owner: \$ _____

Additional Cost to Owner: \$ _____

5. Proposed Change in Contract Time:

Reduce/Increase Contract Time by _____ days.

6. Effect of the proposed substitution on other parts of the Work, or on other contracts: _____

7. Reason for requesting substitution: _____

Substitution Request Form Section 00 63 25

CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS:

We have investigated the proposed substitution and:

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

Contractor (Signature): _____ Date: _____

ARCHITECT'S REVIEW AND ACTION:

_____ Rejected

_____ Provide more information in the following categories. Resubmit.

_____ Sign contractor's Statement of Conformance. Resubmit.

_____ The Proposed substitution is approved, with the following conditions:

The following changes will be made by Change Order number: _____

Addition/Deduction from the Contract Sum: \$ _____

Addition/Deduction from the Contract Time: _____ Days

Date

Guilford County Schools
Grimsley High School
Football Field Lighting Project

Change Order Request Form Section 00 63 57

PM Initials _____
DOC Initials _____

Reference: (RFI, RFP, ASI, BD)

DATE: _____ PROPOSAL #: _____ CONTRACT: _____
CONTRACTOR: _____ CONTRACTOR #: _____
DESCRIPTION OF CHANGE: _____

Materials

(Attach list with qty, item, unit mh, total mh, OT mh, Total \$)

- | | | | | |
|---|----------------------------------|-------|----|---|
| 1 | Total direct cost of materials | | \$ | - |
| 2 | Sales Tax | 6.75% | \$ | - |
| 3 | Shipping and transportation | | \$ | - |
| 4 | Overhead and Profit on Items 1-3 | | \$ | - (10% maximum). (Includes small tools & consumables) |

Materials Subtotal \$ -

Labor (include time sheets if requested)

- | | | | | | | |
|---|------------------------------------|----|---|---|----|--|
| 5 | Total man-hours: | 0 | @ | 0 | \$ | - |
| 6 | Payroll taxes and insurance@ | 0% | | | \$ | - (40% maximum) |
| 7 | Overhead and Profit on Items 5 & 6 | | | | \$ | - (10% maximum). (O&P includes supervisor's time). |

Labor Subtotal \$ -

Equipment Rental (includes quotes and pick-up / delivery tickets)

- | | | | | |
|---|-------------------------------|--|----|-----------------|
| 8 | Equipment Rental | | \$ | - |
| 9 | Overhead and Profit on Item 8 | | \$ | - (10% maximum) |

Equipment Rental Subtotal \$ -

Subcontractors (includes quotes with material and equipment backup)

- | | | | | |
|----|--------------------------------|--|----|----------------|
| 10 | Subcontractors | | \$ | - |
| 11 | Overhead and Profit on Item 10 | | \$ | - (5% maximum) |

Subcontractor Subtotal \$ -

Subtotal of Proposal \$ -

- | | | | | |
|----|-----------------------------------|----|----|----------------|
| 12 | Bonds (___% of subtotal proposal) | 0% | \$ | - (2% maximum) |
|----|-----------------------------------|----|----|----------------|

TOTAL OF CHANGE PROPOSAL \$ -

Time Extension Request _____ days _____ Schedule Activity # Affected _____ Schedule Date: _____

Contractor's Signature: _____ Date: _____

Architect's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Note: Subcontractors must also fill out this form for all requested change orders.

Certificate of Compliance Section 00 65 13

Guilford County Schools
Grimsley High School
Football Field Lighting Project

Date:

Project Address: _____

I here by certify that to the best of my knowledge and actions the As-Built/Record Drawings for the above-indicated project are complete and accurate.

Company: _____
(Firm or Corporation making certification)

Represented By: _____
(Person authorized to sign)

Title: _____

Address: _____

License Number: _____

Federal ID Number: _____

Attest:

By: _____

Title: _____

Contractor's General Warranty Section 00 65 23

Guilford County Schools
Grimsley High School
Football Field Lighting Project

Date: _____
Project: _____
Contract: _____
Address: _____

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the _____ contract of the _____ School, _____, Guilford County, North Carolina, against any and all defects due to faulty materials or workmanship or negligence for a period of twelve (12) months, or such longer periods as set forth in the Contract Documents, from the effective date **of this warranty (_____) as defined by the date of substantial completion** . This warranty supercedes any and all dates listed in the enclosed subcontractor warranties thus honoring warranty work one year from the date of substantial completion listed here. This contractor further warrants all work incorporated in this project to remain leak proof and watertight at all points for a period of twenty-four (24) months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualties beyond the control of the Contractor.

This Warranty shall be in accordance to other warranties and guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Date of Substantial Completion: _____

(General Contractor)

By _____

Title _____

Address _____

Subscribed and sworn before me this

_____ day of _____, 20__

License # _____

Fed ID # _____

(Corporate Seal)

(Notary Public)

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 OWNER:
(Name, legal status and address)

« »
« »

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.2.3.1.3 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 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 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section A.2, 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.

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.)

« »

§ 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 «five million dollars » (\$ «5,000,000 ») each occurrence, «ten million dollars » (\$ «10,000,000 ») general aggregate, and «five million dollars » (\$ «5,000,000 ») 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.

§ 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 ») 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 ») each accident, «one million dollars » (\$ «1,000,000 ») each employee, and «five million dollars » (\$ « 5,000,000 ») 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 «two million dollars » (\$ «2,000,000 ») per claim and «two million dollars » (\$ «2,000,000 ») 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 «one million dollars » (\$ «1,000,000 ») per claim and «two million dollars » (\$ «2,000,000 ») 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 « two million dollars » (\$ «2,000,000 ») per claim and «two million dollars » (\$ «2,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «two million dollars » (\$ «2,000,000 ») per claim and «four million dollars » (\$ «4,000,000 ») 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.)

[« »] **§ 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.
- [« »] **§ 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.
- [« »] **§ 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

100% of Contract Sum

Performance Bond

100% of Contract Sum

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:

« »

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
<< >>

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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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. 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 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. Except as specifically required in the Contract Documents, Contractor is not responsible for design of the Project. Without assuming the Architect's design responsibilities, before proceeding with the work Contractor will acknowledge that Contractor has reviewed the Contract Documents and has found them to be adequate and sufficient to provide for completion of the Work, including Work which may be required for completion of the Work by Contractor in accordance with applicable laws, codes and professional standards.

§ 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.

§ 1.1.9 CONSTRUCTION MANAGER

The Construction Manager is the Construction Manager at Risk engaged by the Owner to manage construction of the Project. As used herein, the term “Contractor” shall mean the Construction Manager.

§ 1.1.10 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements and sample forms, Conditions of the Contract and Specifications.

§ 1.1.11 KNOWLEDGE

The terms “knowledge,” “recognize,” and “discover,” their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes, and discovers in exercising the care, skill, and diligence required by the Contract Documents.

Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the high level of care, skill and diligence required of the Contractor by good contracting practices of the Contract Documents.

§ 1.1.12 PROGRAM MANAGER

Owner may retain an independent program manager (“Program Manager”) to assist Owner in connection with this and other Projects. Owner may also assign and delegate to Program Manager certain duties and obligations of the Owner and/or Architect, which assignment and delegation shall be in writing and shall specifically set forth the duties and authority of the Program Manager. Contractor shall cooperate with the Program Manager and shall promptly provide all information and data requested by the Program Manager in the form and format requested. Contractor shall also comply with written directives from Program Manager to Contractor, but only to the extent they are within the written authority provided by Owner to Program Manager. Program Manager does not have authority to amend the Contract or direct Contractor to perform in such manner as would result in an increase in Contract Sum or Contract Time. To the extent Contractor contends that any act, failure to act or direction by Program Manager entitles Contractor to an increase in the Contract Sum or Contract Time, it shall immediately provide written notice, including a detailed description of the basis for such contention, to Architect and Owner, requesting written directive as to how to proceed.

§ 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. All Work shall conform to the Contract Documents. No material change therefrom shall be made without prior written authorization by the Architect and Owner. Whenever there are discrepancies between Drawings, or between the Drawings and Specifications, or conflicts within the Specifications, Contractor shall immediately notify the Owner and the Architect in writing and obtain a resolution. Contractor is expected to furnish and install the better quality or greater quantity unless otherwise ordered in writing. Items shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. Should the Specifications and drawings fail to particularly describe a product or material shown to be used in any place, Contractor shall immediately notify Owner and Architect in writing and obtain a resolution. The Contractor is expected to furnish the product that would normally be used in this place to produce first quality finished Work subject to the Architect’s approval. If the Contractor believes that the Architect’s decision entitles the Contractor to a change order, Contractor shall proceed with a request for change order as provided in this Agreement.

§ 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. Contractor represents that the Subcontractor's manufacturers, and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.

§ 1.2.2.1 Dimensions indicated on the Drawings shall be followed. Do not scale Drawings. Conflicts, discrepancies, and omissions shall be promptly brought to the Architect's attention when discovered by Contractor and, if possible, resolved prior to ordering or installing materials and equipment.

§ 1.2.2.2 The Contractor shall provide critical clearances, tolerances, and dimensions as indicated on the Drawings. These critical dimensions are not optional. The Architect shall specifically identify on the drawings all critical clearances, tolerances and dimensions by clouding as "critical." The Architect and Owner shall be advised immediately if existing conditions do not permit critical dimensions as shown. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the Drawings.

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

§ 1.2.4 If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:

§ 1.2.4.1 Where requirements specifically set forth in the Owner-Contractor's Agreement are in conflict with other Contract Documents, the Owner-Contractor Agreement shall govern.

§ 1.2.4.2 Where there is a conflict between the requirements of the General Conditions of the Contract and the Supplementary General Conditions, the requirements of the General Conditions shall govern. The General Conditions of the Contract (as modified by the Supplementary General Conditions) shall take precedence over other Contract Documents except for the Owner-Contractor Agreement.

§ 1.2.4.3 Where there is a conflict between the Drawings and Specifications or a conflict within the Drawings or within the Specifications, the conflict shall be brought to the attention of the Architect for determination/resolution of the conflict. If the Contractor believes that the Architect's decision entitles the Contractor to a change order, Contractor shall proceed with a request for change order as provided in this Agreement.

§ 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 of their respective Instruments of Service, including the Drawings and Specifications.

§ 1.5.2 All Drawings and Specifications prepared pursuant to this Agreement shall be jointly owned by Owner and Architect, provided, however, the rights of ownership shall be limited as follows:

- .1 Owner may utilize the Drawings and Specifications with respect to construction, maintenance, repair and modification of the Project.
- .2 Owner may utilize the Drawings and Specifications with respect to another project if (a) Owner engages Architect to perform architectural services with respect thereto at a fee for the new project to be negotiated at that time, or (b) Owner engages another licensed architect with respect to said project, in which event Owner agrees to hold Architect harmless and indemnify Architect

from any claims arising out of Owner's subsequent use of said Drawings and Specifications, assuming compliance with all licensing statutes relating to architects.

- .3 Architect may utilize any of the constituent parts of the Drawings and Specifications on any other project.
- .4 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication and does not violate either parties' rights under this Agreement.

§ 1.5.3 Except for the licenses granted in this Section 1.5, 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 risk and without liability to the Architect and the Architect's consultants.

§ 1.5.4 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings and Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Drawings and Specifications and other documents prepared by the Architect and the Architect's consultants.

§ 1.5.5 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.

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§ 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, by courier providing proof of delivery, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 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 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, provided, however, that Contractor acknowledges and agrees that certain changes to the contract, including, but not limited to, change orders in excess of certain amounts and waivers of liquidated damages or claims may require the action of the Guilford County Board of Education in order to bind the Owner, as set forth in the Board Policies adopted and amended from time to time by the Guilford County Board of Education. Any action requiring Board approval pursuant to the Board Policies shall not be binding on the Owner, irrespective of prior approvals from the Owner's designated representative, until action is taken by the Guilford County Board of Education ratifying or approving the decision of the Owner's designated representative. Should the Board decline to ratify or approve actions of the Owner's designated representative requiring Board action, the action of the Owner's representative shall be deemed null and void and of no effect. 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.

§ 2.2 Information and Services Required of the Owner

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

§ 2.2.2 The Owner shall retain an architect lawfully licensed to practice architecture or engineering, or an entity lawfully practicing architecture or engineering, 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.

§ 2.2.3 If the employment of the Architect terminates, the Owner shall employ a successor to the Architect. The Owner has sole discretion in choosing a successor Architect, and the Contractor shall have no grounds to object to the Owner's choice of successor Architect.

§ 2.2.4 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 confirm the accuracy of all such information furnished by Owner before beginning construction and shall notify Architect of any discrepancies discovered. Failure to do so shall constitute a waiver of any claim for any discrepancies in the materials furnished by Owner. Contractor shall excavate and dispose of each un-needed on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications. At Owner's request, the Contractor shall make available to the Owner the results of any site investigation, test borings, analyses, studies or other tests conducted by or in possession of the Contractor or any of its agents. Such materials shall be for Owner's information only and are not part of the Contract. The Contractor represents that, prior to commencement of the Work, it will become familiar with the Project site and will not begin Work until it has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work. The Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements and easements.

§ 2.2.5 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.

§ 2.2.6 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.

§ 2.2.7 The Owner's implied warranty of the Architect's design, plans or specifications extends only to the extent that the design, plans and specifications were prepared utilizing the ordinary standard of care required of design professionals in the Guilford County, North Carolina area for Projects of this type. The Owner specifically disclaims, and the Contractor specifically waives, any implied warranty of the Architect's design, plans or specifications to the extent that the Architect failed to meet the ordinary standard of care required of design

professionals in the Guilford County, North Carolina area for projects of this type when preparing the design, plans and specifications for this Project. Notwithstanding the foregoing, however, nothing in this Section 2.2.7 or the Contract Documents shall constitute a waiver of the Contractor's right to pursue a claim against the Architect for negligence.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may, without any additional charge or penalty, 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. This right shall be in addition to and not in restriction of Owner's rights under Article 12.2. Such order of stoppage by the Owner shall not constitute grounds for delay, claim or Contractor termination by the Contractor.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to provide adequate manpower, material or resources, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect or to provide adequate manpower, material or resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect, or to provide adequate manpower, material or resources, with diligence and promptness to the satisfaction of the Owner and the Architect, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies, or provide adequate manpower, material and resources (including supplement Contractor's workforce). Owner may perform such Work in a manner it deems expedient and shall not be required to utilize the least expensive alternative. In such case an appropriate Change Order (which shall not require Contractor's agreement or signature) shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, or providing adequate manpower, material and resources, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Notwithstanding any other provision of the Contract, the Owner may withhold payments then or thereafter due until the cost of correction is determined. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 GENERAL

§ 2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

§ 2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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 in the State of North Carolina. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that 1) 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 and (2) prior to execution of the Agreement, the Contractor and each subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of his Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by any Contractor or any Subcontractor to have complied with the requirements of this Section.

§ 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. The Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor in writing, either as a request for information or such form as the Architect may require. The Contractor shall take reasonable steps to minimize the cost and/or delay caused by any such errors, inconsistencies or omissions. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or should have recognized, such error, inconsistency or omission and failed to report it to the Owner and Architect. If the Contractor performs any construction activity which Contractor knows, or should know, involves an error inconsistency or omission in the Contract Documents without such prior notice to the Owner and the Architect, the Contractor shall assume responsibility for such performance and shall bear all costs for correction. Notwithstanding the foregoing, 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 15.1.8, as would have been avoided if the Contractor had performed such obligations

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall 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. Provided the Architect approves the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. Otherwise, the Contractor shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible in all respects 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.

§ 3.3.4 If any of the Work is required to be inspected or approved by any public authority (other than the Owner), the Contractor shall schedule and coordinate such inspection or approval to be performed. Owner shall not be responsible for any cost or delay resulting from delays in completing inspections or obtaining approvals from any public authority (other than the Owner). No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder to be construed as an approval or acceptance of the Work or any part thereof.

§ 3.3.5 The Contractor is required to attend job site progress conferences as called by the General Contractor, Architect and/or Program Manager (if applicable). The Contractor shall be represented at these job progress conferences by both home office and project personnel. The representatives attending the meetings shall have authority to act on behalf of and bind the party they represent. These meetings shall be open to subcontractors, materials suppliers, and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences to effect cooperation, and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the Contract Time. The Contractor shall be prepared to assess progress of the Work to recommend remedial measures for correction of progress as may be appropriate. The General Contractor and/or Architect or their authorized representative may set the time and place for the conferences, and the General Contractor as Project Coordinator shall preside as chairman. Contractor shall notify Architect and the Owner in writing within ten (10) days of the publishing of the meeting minutes of any exception taken thereto, and shall include a detailed statement of the basis for such exception.

§ 3.4 Labor and Materials

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

§ 3.4.2 The Contractor may make substitutions only with the consent of, or after evaluation by, the Architect and as authorized by a Change Order. In order to promote uniformity of product and materials within the school system, alternates and "or equal" products, as a general rule will not be accepted. If Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated above. Substitution and alternates may be rejected by either the Architect or Owner without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor, (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms and cost, time, or other considerations.

Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

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

§ 3.4.4 The Contractor acknowledges that it is the Contractor's responsibility to hire or contract all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum or a time extension.

§ 3.4.5 The Contractor has the responsibility to ensure that all product suppliers and Subcontractors adhere to the Contract Documents and that they order products on time, taking into account the current market and delivery conditions, and that they provide products on time. The Contractor shall keep the Owner, Architect and the Program Manager informed as to the availability of all specified materials and equipment and shall advise them promptly, in writing, of all material and equipment that may no longer be obtainable, or the availability of which may be delayed, for the purposes of the Contract, whether due to conditions of the market or other limiting or governing factors.

§ 3.4.6 The Contractor shall disclose the existence and extent of any financial interests, whether direct or indirect, he has in Subcontractors and material suppliers which he may propose for this Project.

§ 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. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall 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 The Contractor shall provide to the Owner all material, equipment, or other special warranties required by the Contract Documents within thirty (30) days after the date of Substantial Completion. All warranties shall be issued in the name of the Owner, or shall be transferable to the Owner, shall be in a form satisfactory to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 In addition to other warranties required by the Contract Documents, the Contractor further warrants that for a period of twenty-four (24) months following the date of Substantial Completion, that the building shall be watertight and leak free at every point and in every area. The Contractor shall, immediately upon notification by the owner of water penetration, determine the source of water penetration and, at the contractor's own expense, do any work necessary to make the building watertight. The Contractor shall also, at the Contractor's own expense, repair or replace any other damaged material to return the building to its original accepted condition.

§ 3.5.4 If the Contractor uses any portion of the Work or Owner's other property prior to the date of Substantial Completion of the entire Work, such Work shall be restored to new or "like new" condition. Contractor's warranty and agreement to correct defective Work shall specifically include Contractor's obligations under this paragraph.

§ 3.5.5 Any manufacturers' and subcontractors' warranties and guarantees called for in the Contract Documents shall be for twelve (12) months unless a longer period is specified in the Contract Documents. Such written warranties or guarantees shall be signed by the manufacturer or subcontractor, as the case may be, and countersigned by the Contractor. All warranties and guarantees shall be issued in the name of the Owner. In the event a manufacturer or subcontractor does not have a suitable written warranty form to fully cover the guarantee and warranty obligations as set forth in the Contract Documents, the Contractor shall arrange for the manufacturer or subcontractor to provide a written warranty in such form as shall fully document the guarantee or warranty set forth in the Contract Documents.

§ 3.5.6 If the Contractor, after notice, fails within forty-eight (48) hours to develop and transmit a proposed Plan of Remedial Action to the Architect and Owner for correction of warranty items, and/or fails to proceed within three (3) days to commence corrective measures of warranty items in compliance with the terms of the warranty/guarantee; the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

§ 3.5.7 The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, its subcontractors, or those contractors assigned to or for which the Contractor is considered the Project Expediter or is otherwise responsible for coordination of the Work, improper or insufficient maintenance and or operation whereby the Contractor can provide evidence sufficient to the reasonable satisfaction of the Owner of proper training of Owner's personnel, or normal wear and tear.

§ 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. At the request of the Owner or Architect, Contractor shall certify to the Owner that Contractor and all of its Subcontractors are in compliance with N.C. Gen. Stat. § 64-26 (E-Verify Requirements for private employers). If the Contractor fails to give such notices, he shall be liable for and shall indemnify and hold harmless the Owner and Architect against any and all resulting fines, penalties, judgments or damages, including reasonable attorneys' fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor.

§ 3.7.3 Except as provided in the Contract Documents, Contractor shall not be responsible for design of the Project. Without assuming or performing the Architect's design responsibility, it shall be the obligation of the Contractor to review the Contract Documents for any discrepancy between building codes and regulations and to notify Owners of such discrepancies which the Contractor discovers. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Owner and Architect in writing, and necessary changes shall be accomplished by appropriate modification.

§ 3.7.4 If the Contractor performs Work that it knows, or reasonably should know, is 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.

§ 3.7.5 Contractor shall notify utility companies of construction to be done near utility lines, including but not limited to high voltage electric lines, and insure that all appropriate safety precautions are taken.

§ 3.7.6 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 proceed as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.9 Superintendent and Project Manager

§ 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.

§ 3.9.1.1 The Contractor's Superintendent shall be considered "competent" if he has at least five (5) years successful experience as superintendent on projects of equal or greater Construction Budget and similar type and complexity. The Superintendent shall be on site during all working hours, including "overtime" hours. The Superintendent shall not be changed during the Contract Time without written approval of the Owner (which approval shall not be unreasonably withheld) unless the Superintendent ceases to be employed by the Contractor and companies affiliated with the Contractor. So long as the Superintendent remains in its employ, the Contractor shall not replace the Superintendent without the Owner's approval. The Owner shall have the right, but not the obligation, to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory to the Architect or Owner. The Contractor shall then assign another Superintendent who is satisfactory to the Owner and Architect in the event that the Superintendent is replaced as set out above.

§ 3.9.1.2 The Contractor shall also employ a competent Project Manager who shall be responsible for management of this Project. The Project Manager shall have at least five (5) years successful experience as Project Manager for projects of similar size and complexity. The Project Manager shall be satisfactory to the Architect and Owner in all respects, and Owner shall have the right, but not the obligation, to require Contractor to dismiss from the Project any Project Manager whose performance is not satisfactory to Architect and Owner, and to replace such Project Manager with a Project Manager satisfactory to Architect and Owner. The Contractor shall not replace the Project Manager except with another Project Manager satisfactory to the Owner in all respects.

§ 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 and Project Manager. Within fourteen (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 fourteen (14) day period shall constitute notice of no reasonable objection.

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

§ 3.9.4 The Contractor's Project Manager, Superintendent and other competent representative familiar with the Work shall attend meetings which may be held at the job site or such place as Architect or Owner designate.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.10.4 CPM PROJECT SCHEDULE

The Contractor shall provide a project Critical Path Method (CPM) Construction Schedule in an electronic format for the entire Project. The schedule will be in such format as directed by Owner and Architect. The Project schedule will be reviewed/updated on a monthly basis. The schedule will be utilized for monitoring the progress of the Project and will, in addition, contain the Schedule of Values to be used as a basis for reviewing the amount of monthly progress payments to be made to the Contractor.

§ 3.10.5 INCLUSION OF WEATHER DAYS IN SCHEDULE

The Contractor shall include in the Contractor's Construction Schedule weather days based upon local weather data five (5) year average. Weather days shall be understood to be work days, exclusive of holidays, Sundays and other non-working days. The Contractor shall use these monthly averages when establishing the construction schedule for this Project. Claims for weather delays will not be considered until the number of days for the relevant period actually delayed exceeds the five (5) year average for the period for which a time extension is being requested.

Weather days are to be included to aid the Contractor in its scheduling. These days are included in the total time allowed for construction as defined in Article 8 of these General Conditions. Unused weather days are not available for decreasing the Project time.

§ 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 and shall constitute Contractor's certification that they show complete "as-built" conditions. The Contractor shall record on the Record Drawings maintained at the site all changes and selections made during construction and shall locate by dimensions showing actual field measurements of all major items which will be concealed in the completed Work. These items shall include underground piping and conduit beneath slabs-on-grade (or basement slabs), and underground site utilities such as pipe, conduit, etc. and items above hard ceilings such as large, duct, pipe, etc. At completion of the Work, as-built documents of all systems, which indicate all field changes, shall be submitted to the Architect. As-builts will be required at the time Architect issues Certificates of Substantial Completion. The Application for Payment following the issuance of the Certificate of Substantial Completion will not be processed without the as-builts being submitted.

3.11.1 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved drawings shall be wrapped, marked and delivered to the Owner within sixty (60) days of final completion of the Work.

§ 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. Samples requiring color or finish selection shall be submitted in a single, coordinated submittal for the particular portion of the Work covered therein.

§ 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. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 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 and approved by the Owner in writing authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

§ 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness, 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, permits, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Project, as school property, may attract children and unauthorized personnel. The Contractor shall take all necessary precautions to secure the Project and its Work to prevent injury and to discourage the entry onto the Project of children and unauthorized personnel.

§ 3.13.3 The Contractor shall be responsible to avoid fraternization and unnecessary contact with students and school personnel by the persons and entities on the Project for whom the Contractor is responsible. The Contractor will maintain suitable decorum on the site and anyone failing to comply with the requirements of this Section as determined by Owner shall be subject to immediate dismissal.

§ 3.13.4 The Contractor shall not use Owner's facilities and shall plan and schedule its Work so as not to interrupt or interfere with school operations or activities.

§ 3.13.5 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent of the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.6 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.7 Without limitation of any other provision of the Contract Documents, the Contractor shall minimize any interference with the occupancy or beneficial use of any areas, buildings or facilities on or adjacent to the site of the Work which are occupied or are being used by Owner. To the extent that Owner allows Work to be performed in or around occupied buildings or facilities, it shall be scheduled to be performed at night, during weekends or holidays at no additional cost to Owner, and the facility or building shall be clean and ready for Owner's use during Owner's hours of normal operation. Without prior approval of the Owner, the Contractor shall not permit any Workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

- .1 Without limitation of any other provision of the Contract Documents, the Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.
- .2 The Contractor shall also comply with all insurance requirements applicable to use and occupancy of the Project site and the Building.

§ 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. The Contractor shall maintain streets, parking areas and sidewalks around the Project site free from any materials or debris resulting from operations under this Contract. The Contractor shall remove all spillage and

tracking arising from the performance of the Work from such areas, and shall establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or patent, the Contractor shall be responsible for such 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 and Program Manager (the “Indemnities”), and all of their agents and employees of either of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from Contractor’s (including subcontractors, anyone directly or indirectly hired by them or anyone for whose acts contractor may be liable) non-performance, negligent acts or omissions. Contractor agrees to assume and defend any claims asserted against the persons and entities listed above at Contractor’s expense. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Owner and Program Manager from all cost and expense, including attorneys’ fees, against any assertion of claims by Contractor’s subcontractors, sub-subcontractors, or material suppliers.

§ 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.

§ 3.18.3 The Contractor’s indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, and (iv) failure to comply with the Guilford County Schools’ Reporting Requirements, if applicable.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnities from and against any costs and expenses (including reasonable attorneys’ fees) incurred by any of the Indemnities in enforcing any of the Contractor’s defense, indemnity, and hold-harmless obligations under this Contract.

§ 3.18.5 In the event of accidents involving personal injury or property damage, the Contractor shall immediately notify the Owner, the Program Manager and the Architect, furnishing as much data as is available. As soon as practicable, he shall furnish to the Owner, the Program Manager and the Architect a written report indicating the extent of the damage, the persons involved, the employer of the persons involved and the number of days each person is hospitalized.

§ 3.18.6 If any legal or any other proceedings are commenced against the Owner on account of any claim, damage, loss or expense caused or alleged to be caused in whole or part by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings utilizing legal counsel acceptable to Owner (in Owner's sole discretion) at Contractor's expense and fully indemnify Owner from all damages, costs and expenses including judgment or award against the Owner arises therefrom, the Contractor or its surety shall pay or satisfy it and shall reimburse the Owner for all costs and expenses, including attorneys' fees and court or other costs and expenses which the Owner has incurred.

§ 3.18.7 Owner shall be entitled to recover all damages, costs, expenses and fees (including reasonable attorneys' fees) as a result of Contractor's failure to perform under this Agreement or in the event Contractor commences an action against Owner and is the Non-Prevailing Party. For purposes of this Contract, Contractor shall be deemed the Non-Prevailing Party if it receives an award (after deducting 1) interest, litigation costs and expenses to the extent awarded, and set-offs, and 2) awards received by Owner or to which Owner is entitled) of less than seventy-five percent (75%) of the amount claimed by Contractor at the commencement of the proceeding.

§ 3.19 NO THIRD PARTY BENEFICIARY

§ 3.19.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in other contractors, the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract and the rights and liabilities of such parties shall remain as imposed by law.

§ 3.20 CONTRACTOR'S REPRESENTATIONS

§ 3.20.1 By entering into this Contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents.

- .1 That it is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be performed or furnished by it;
- .2 That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under Contract;
- .3 That it is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the work or those employed therein, including, but not limited to any special laws or regulations relating to Work or any part thereof;
- .4 That such temporary and permanent Work required by the Contract Documents which is to be done by it will be satisfactorily constructed and fit for use for its intended purpose;
- .5 That it will fully, and at all time, comply with all requirements of the Contract Documents;
- .6 That it will furnish efficient business administration and an adequate supply of workmen, equipment, tools and materials at all times;
- .7 That it will make a good faith effort to utilize minority and women-owned business enterprises (MWBE's) per N.C. General Statutes 143-128, *et seq.*, as subcontractors for the Work; and
- .8 That it will act in good faith and in the best interest of the Owner.

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.

§ 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, and, with the Owner's concurrence, from time to time during the warranty period for correction of Work. 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 shall advise and consult with the Owner during the Construction Phase Services. The Architect is not the general agent of the Owner, and shall have the 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 (except to the extent phasing is required in a contract or schedule) or procedures, or for safety precautions and programs in connection with the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, including, but not limited to, a negligent failure to timely determine the Work is not being performed in accordance with the Contract Documents or a negligent failure to notify the Owner that the construction means, techniques, sequences, or procedures utilized by the Contractor are not generally accepted in the industry. Notwithstanding the foregoing, the Architect 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, provided the Architect has given prompt notice to the Owner in writing of any deviations from the Contract Documents in the Work or any defects or deficiencies in the Work of the Contractor of which the Architect has knowledge, or reasonably should have knowledge.

§ 4.2.3 Subject to Article 15, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one (1) year warranty period.

§ 4.2.4 If errors, omissions or conflicts are discovered in the Construction Documents, the Architect shall prepare and submit such amendments or supplementary documents as are required to resolve the situation at no additional cost to the Owner and so as to minimize delay to the progress of the Work.

§ 4.2.5 Scheduling and Coordination of Meetings. The Architect shall review construction schedules prepared by the Contractor or Program Manager, as well as coordination of construction performed by separate Contractors or by the Owner's own forces and review coordination of services in connection with construction performed and equipment supplied by the Owner, including establishing and conducting a regular schedule of meetings between the Contractor, the Program Manager, the Architect and the Owner no less than once every two (2) weeks. Such meetings shall be held prior to the regular job site meeting throughout the entire Construction Phase of the Project and shall be for the primary purpose of assessing the progress of the Work of the Contractor and recommending to the Owner such remedial actions as are necessary to ensure required progress and completion in accordance with the construction schedule and within the contract time. The Architect shall submit to the Owner, Program Manager and to the Contractor meeting minutes of each job site meeting as soon after the meeting as is practical, but in any case within seven (7) days of the meeting.

§ 4.2.6 Regular Job Site Meetings. The Architect shall establish and conduct a regular schedule of meetings between the Contractor, the Program Manager, the Architect and the Owner not less than every two (2) weeks and immediately following the Scheduling and Coordination Meeting described above. The Architect shall chair the meeting and prepare and distribute minutes of each such meeting to the Contractor, Program Manager, and Owner as soon after the meeting as practical, but in any case within seven (7) days of the meeting. The purpose of the meetings will be to review the status of the Project and to address such other matters relating to the Project as the Architect, Owner, Program Manager and Contractor deem appropriate.

§ 4.2.7 The Architect shall visit the site at intervals appropriate to the stage of construction, but not less than once every two (2) weeks. Each engineering discipline shall make periodic visits not less than once every two (2) weeks, during the course of work applicable to its discipline. During critical work phases, each engineering discipline and Architect may be required to make more frequent visits. The purpose of the visits is 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. On the basis of the observations, Architect shall use reasonable care to guard the Owner

against defects and deficiencies in the Work of the Contractor. If the Architect observes any work that does not conform to the Construction Documents, the Architect shall immediately make an oral and written report to Owner and Program Manager of any such acts or omissions. The engineering disciplines shall prepare and submit a report on each visit, submitted to the Owner, Program Manager and the Contractor through the Architect within five (5) days of the visit.

§ 4.2.8 Communications

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

§ 4.2.9 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.

§ 4.2.10 The Architect has authority to reject Work and shall 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. In the event that Architect determines that the Work is non-conforming, Architect shall inform the Owner, Program Manager and Contractor in writing within two (2) days of the determination.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The Architect's review will be with reasonable promptness so as not to delay the Work 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.

§ 4.2.12 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless through the exercise of reasonable care and professional training and knowledge the Architect reasonably should have discovered such services and/or information to be defective or deficient, or unless the performance of the Architect's services require the Architect to verify the accuracy or completeness of such information or services.

§ 4.2.13 Subject to the provisions of Article 15, 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 with reasonable promptness so as to cause no delay in the Work or in the construction by the Owner or of separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 4.2.14 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.

§ 4.2.15 CHANGES IN THE WORK

The Architect may authorize 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 shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect will only approve Change Orders and Construction Change Directives that in its professional judgment are necessary or appropriate for the Project. The Architect shall use its best efforts to guard the Owner against unnecessary Change Orders and to present Change Orders which are fair and reasonable in the opinion of the Architect. The Architect may reject any requests for changes in the Work that are not properly prepared or timely submitted. The Architect shall maintain records relative to changes in the Work.

PROJECT COMPLETION

§ 4.2.16 As part of Basic Services, the Architect shall conduct a pre-Substantial Completion and a Substantial Completion inspection to determine, in consultation with Owner, if the Work is Substantially Complete and prepare a list of deficiencies, also known as a "punch list" of items to be completed. The Architect shall also conduct up to two final inspections to determine if the completed work is acceptable so that the Architect may recommend, in writing, final payment to the Contractor and may give written notice to the Owner, Program Manager and the Contractor that the work is acceptable (subject to any conditions therein expressed). Any inspections, correspondence or meetings performed by the Architect following the performance of the pre-Substantial Completion and the Substantial Completion inspections and final inspections which are required due to the non-performance of the Contractor shall be at the Contractor's expense and will be deducted from the Contractor's retainage by the Owner for payment to the Architect prior to Architect approving final payment to the Contractor.

§ 4.2.17 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.

§ 4.2.18 When the Work is found to be substantially complete, the Architect shall inform the Owner and Program Manager 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.

§ 4.2.19 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 all claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 4.2.20 The Architect shall prepare a set of reproducible sealed record drawings and digital files showing significant changes in the Work made during the construction process, based on marked up or redline Contract drawings, prints and other data furnished by the Contractor and the applicable Addenda, Clarifications and Change Orders which occurred during the Project.

§ 4.2.21 The Architect and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

§ 4.2.22 The Architect shall provide testimony in public hearings and dispute resolution proceedings, and such testimony shall be provided without additional fee or charge to the Owner if said testimony is necessitated, in whole or in part, because of questions or claims resulting or arising from the performance by Architect of its services under this agreement or in connection with the Project.

§ 4.2.23 Upon request of the Owner, and prior to the expiration of one (1) 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.

§ 4.2.24 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.

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

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

§ 4.2.27 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.

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

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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, Program Manager and the Architect (i) the name, trade, and subcontract amount for each Subcontractor and (ii) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigations, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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.

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

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner pursuant to Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 The Owner shall not be responsible for payment of amounts claimed for Work performed prior to the effective date of the Assignment. Upon such assignment, if the Work has been suspended for more than forty-five (45) 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

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 has delegated and assigned to the Contractor all of the Owner's duties of coordination of the Work, and the Owner shall have no coordination responsibilities or obligations. The Contractor shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor for all Work on the Project.

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor or its surety 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.

§ 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.

§ 6.3 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. Except as permitted in Section 7.3 and Section 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration of or addition to the Work shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.4 Notwithstanding the provisions of Sections 7.3.3 or 7.3.6 to the contrary, any Changes in the Work requiring a change in the Contract Sum shall, to the extent such change in the Contract Sum is based on "costs," permit a charge for overhead and profit determined as follows:

- .1 for the Contractor, for any work performed by his employees or agents 10% of the costs. Deduct 5% for deductive change orders;
- .2 for the Contractor, for work performed by his Subcontractor, 5% of the amount due the subcontractor; and

- .3 for each Subcontractor, for work performed by such Subcontractor, his employees and agents, 10% of the costs.

“Costs” shall not include home-office charges or expenses, supervisions, superintendents, wages of time keepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses generally constituting overhead or general conditions. The proposals from the contractor for extra work shall include a breakdown showing cost for materials, labor, insurance and overhead and profit and bonds.

If a request for changes requires quotations from Contractor, such pricing shall be returned within seven (7) days of receipt of the request. For requests for changes which are large in scope and which Contractor feels in good faith and despite its best efforts, will require more than seven (7) days to price, Contractor and Architect will agree upon a pricing schedule which will not exceed fourteen (14) days unless agreed otherwise.

§ 7.2 Change Orders

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

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

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. Subsequent claims for cumulative cost or cumulative impact shall not be allowed.

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable amount for overhead and profit not to exceed ten percent (10%) in total. 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, provided

such costs do not exceed the amount customarily imposed by contractors performing similar work in North Carolina;

- .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; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 OVERTIME

The Owner shall not be responsible to the Contractor for overtime unless authorized in writing in advance, which approval shall not be unreasonably withheld.

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. The date of Commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work.

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

§ 8.2.4 If the progress or completion of the Work is delayed by any fault, neglect, act or failure to act on the part of the Contractor or any one acting for or on behalf of the Contractor, then the Contractor shall, in addition to all of the other obligations imposed by this Contract and by law upon the Contractor, prepare and implement a Recovery Schedule as required elsewhere herein, and work such overtime or require the appropriate subcontractor(s) to work such overtime as may be necessary to make up for all time lost and to avoid delay in the progress and completion of the Work.

§ 8.2.5 Should the progress or completion of the Work be delayed by, or should Owner be subject to any claim or incur any cost or expense as a result of any fault, neglect, act or failure to act on the part of the Contractor or any one acting for or on behalf of the Contractor so as to cause any additional cost, expense, liability or damage to the Owner or any damage or additional cost or expense for which the Owner may or shall become liable, the Contractor shall and does hereby agree to compensate the Owner for, and to indemnify the Owner against, all such costs, expenses (including attorneys’ fees), liabilities and damages.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Subject to the requirements of Article 15, if the Contractor experiences a critical path delay in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or by changes ordered in the Work, or by labor disputes (other than those involving Contractor’s or his Subcontractor’s forces), fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time, but only if there was not a concurrent critical path delay in the performance of the Work resulting from any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by the Contractor, (ii) could not be limited or avoided by the Contractor’s timely notice to the Owner and Architect of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day. Contractor shall strictly comply with all notice and time requirements contained herein. Failure to strictly adhere thereto shall constitute a complete waiver of any claim for an extension of time or additional compensation for delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. The Contractor shall immediately take all reasonable steps to minimize the delay to Owner.

§ 8.3.3 In the event of delay caused in whole or part by the Contractor (or those acting for or on Contractor’s behalf), the Contractor will pay any cost incurred on account of the Architect’s and Program Manager’s services for delays beyond the Contract Time, which shall be in addition to any other damages (including liquidated) to which Owner is entitled as a result of such delays. Such payments will be withheld from amounts owed to the Contractor by the Owner and should the cost of these sustained damages exceed the amounts owed by the Owner, the Contractor shall pay the difference to the Owner.

§ 8.3.5 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.6 Delays caused by separate contractors shall not allow the Contractor an extension of time or increase in the Contract Sum.

§ 8.3.7 The Contractor shall not be entitled to an increase in the Contract Sum or recover any damages for delay unless such delay was solely caused by the Owner or its agents. The Contractor expressly waives any claim for delay against the Owner for any concurrent delay or other delay not solely caused by the Owner or its agents, even if the Owner or its agents contributed in part to the delay.

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, once approved by the Owner and 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 once approved by the Owner and Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor's schedule of values shall contain the following line items and corresponding values and dollar amounts in addition to all other specified requirements of the contract documents:

- | | |
|--------------------------------------|----------------------------------|
| .1 As-Built Drawing Documents | ½ % of total Contract Sum |
| .2 O & M Manuals | ½ % of total Contract Sum |
| .3 Warranty Binders | 1 % of total Contract Sum |

§ 9.3 Applications for Payment

§ 9.3.1 At least ten (10) 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, 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 as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include for consideration requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives. Notwithstanding the foregoing, inclusion of these amounts in a Pay Application shall not alter the Owner or Architect's right to withhold certification or payment of those amounts as provided elsewhere in the Contract Documents.

§ 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 and does promptly 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. Owner shall have the right to take possession of all materials stored offsite at any time, and any storage agreement made by Contractor must so provide. Storage by Contractor of materials offsite is discouraged. Where circumstances indicate that the Owner's best interest is served by offsite storage, the Contractor shall make written request to the Architect and Owner for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

- .1 a list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site;
- .2 certification that items have been tagged for delivery to the project and that they will not be used for another purpose;
- .3 copy of insurance policy or amendment covering the material in storage, naming the Owner as additional insured;
- .4 costs incurred by the Architect to inspect material in offsite storage shall be paid by the Contractor; and
- .5 subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in offsite storage.

§ 9.3.3 The Contractor warrants that title to all Work and stored materials covered by an Application for Payment will pass to the Owner no later than the time of payment. The fact that retainage may be withheld shall not affect or limit the Owner's title to the Work or material. 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 making a claim by reason of having provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) 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 as provided in Section 4.2 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.

§ 9.4.4 The Architect shall maintain a record of all Applications and Certificates for Payment.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, or the Owner may nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, or if the Owner nullifies a Certificate for Payment, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Owner 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 and which the Owner may accept. 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, or the Owner may nullify a Certificate for Payment whether or not previously paid or unpaid, to such extent as may be necessary in the Architect's or Owner'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 or Claims by the Owner or a Separate Contractor;
- .6 failure of the Contractor to achieve the progress required by the Contractor's Construction Schedule;
- .7 reasonable evidence that the Work will not be completed within the Contract Time;
- .8 a determination by the Owner or Architect that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay or the cost to overcome the delay; or
- .9 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 If the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15. During the pendency of such Claim, the Contractor shall nevertheless expeditiously continue to prosecute the Work.

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

§ 9.5.4 The Owner, at its sole option, may 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.

§ 9.5.5 Notwithstanding anything to the contrary elsewhere in the Contract Documents, the Owner shall not be deemed to be in breach of the Agreement by withholding any payment or part of a payment on a Pay Application which the Architect has not certified, or which the Owner nullifies on the grounds set forth in Section 9.5.1.

§ 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, subject to the right of the Owner to nullify such Certificate for Payment on the grounds set forth in Section 9.5.1.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) 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, final payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

§ 9.6.8 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 cash or surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not respond to a Certificate for Payment, through no fault of the Contractor, within fifteen (15) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor any uncontested amount certified by the Architect within thirty (30) days after the date established in the Contract Documents, subject to the provisions of Sections 9.5.1 and 9.5.5, then the Contractor may, give twenty one (21) days' notice to the Owner and Architect of nonpayment. If the Contractor remains unpaid after the expiration of said twenty one (21) day notice period, the Contractor may, after (15) additional days' written notice 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.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding any provisions in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, or if the Architect awards a Claim to another Contractor chargeable against Contractor, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to (i) deduct such amount from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum.

§ 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, when all required occupancy permits and approvals from all applicable governmental authorities have been issued so that the Owner can occupy or utilize the Work for its intended use and all punch list or other incomplete or nonconforming Work which would interfere with the Owner's use of the Project for school purposes have been completed and / or corrected. Upon Substantial Completion, the Contractor shall secure and deliver to the Owner manufacturers' operations and maintenance manuals, submittals, product data, test reports, written warranties and guarantees from its subcontractors, sub-subcontractors, materialmen and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. The Contractor is responsible for the warranty of all Work during the first year after Substantial Completion; which warranty is in addition to and not in lieu of such other rights and remedies which Owner has under this Contract and by law.

§ 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 and the Owner 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 and the Owner to determine Substantial Completion. At the time the Architect and the Owner commence the Substantial Completion Inspection, if the Architect or the Owner discovers excessive additional items requiring completion or correction, the Architect or the Owner may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect and the Owner will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect and the Owner shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items as expeditiously as possible, but in no event longer than thirty (30) days. The Architect and the Owner will conduct additional inspections as required to determine that the Work is ready for Substantial Completion Inspection. The Architect will invoice the Owner for the cost of inspections between the termination of the initial Substantial Completion Inspection, and the Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents. For the avoidance of doubt, two (2) Substantial Completion Inspections will be performed without additional charge; all other Substantial Completion Inspections shall be billed to the Owner and be reimbursed by the Contractor.

§ 9.8.4 When the Work or designated portion thereof has reached Substantial Completion, 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 the Owner considers to be incomplete or not in accordance with the requirements of the Contract Documents by permitting the Owner to continue to withhold two hundred percent (200%) of the Architect's estimated cost of completion and / or correction of any incomplete or nonconforming Work.

§ 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, 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.

§ 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 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 nor establish the date of Substantial Completion for that portion of the Work or the Work as a whole.

§ 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. If, following performance of the final inspection, the Architect is required to make any additional site inspections or engage in any correspondence or negotiations with the Contractor, the Owner, or third party in order to substantiate final payment to the Contractor, the cost of all services performed by the Architect following the performance of a final inspection may be deducted from the balance due Contractor prior to final payment of the Owner to the Contractor.

§ 9.10.1.1 Final Completion is the stage of the Work when all Work is complete and approved by Architect and the Owner, including all "punch list" Work, and the Contractor has delivered all required close-out documentation as set forth in Section 9.10.2 in a form acceptable to the Owner and the Architect.

§ 9.10.1.2 At the time the Architect commences the Final Completion Inspection, if the Architect discovers excessive items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Final Completion Inspection. The Architect will conduct additional inspections as required to determine that the Work is ready for Final Completion Inspection. The Architect will invoice the Owner for the cost of all inspections except the satisfactory Final Completion Inspection, and the Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents. In summary, one (1) Final Completion Inspection will be performed without additional charge; all other Final Completion Inspections shall be billed to the Owner and be reimbursed by the Contractor.

§ 9.10.1.3 Final payment, constituting the unpaid balance of the Contract Sum, shall be paid to the Contractor in full, including retainage, only after Final Completion has been certified by Architect and the Project has been finally completed to Owner's and Architect's satisfaction and accepted by the Owner. The Owner shall make final payment to the Contractor no less than sixty (60) days and no more than ninety (90) days following the date of Final Completion.

§ 9.10.2 Final Completion shall not be achieved, and neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect in a form acceptable to the Owner and the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by Owner) have been paid or otherwise satisfied, in the form of AIA Document G706 – Contractor's Affidavit of Payment of Debt and Claims (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, in the form of AIA Document G707 – Consent of Surety Company to Final Payment, (5) documentation and assignment of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, assembled in a manner acceptable to the Owner and the Architect, (6) delivery of the Contractor's required warranties and guaranties, assembled in a manner acceptable to the Owner and the Architect (7) delivery of all Operation and Maintenance Manuals, (8) delivery of complete and accurate as-built drawings, (9) a certification that no materials containing asbestos were incorporated into the Work, and (10)() 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 The making of final payment shall not constitute a waiver of Claims by the Owner.

§ 9.10.4 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. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein.

§ 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 Unless otherwise directed by the Owner or the Architect, the Contractor shall promptly remedy damage and loss 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. Any damage to the property referred to in Sections 10.2.1.2 and 10.2.1.3, at the sole election of the Owner or the owner

of the adjacent property, may be repaired by the Owner's own or separate forces, or those of the adjacent property owner. In such case, the Contractor shall promptly reimburse the Owner or the owner of the adjacent property for the cost incurred in repairing the damage.

The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately to the Owner and the Architect by telephone, electronic mail and text message, or by personal messenger.

§ 10.2.11 The Contractor shall comply with all provisions of the Owner's Construction Safety Manual then in effect.

§ 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 immediately 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. 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 actual reasonable additional costs of shutdown, delay, and start-up. The Contractor shall use its best efforts to mitigate the delay and impact of any such events.

§ 10.3.3 In the event the Owner believes the Contractor likely will encounter asbestos or lead paint on the Project, the Owner will have included a notice to the Contractor of the likely presence of asbestos or lead paint in the Bid Documents. In such event, notwithstanding any provision of Section 10.3.2 to the contrary, Contractor acknowledges it shall be responsible for all testing, abatement, removal, remediation, disposal and clean up of such Hazardous Materials and to properly protect all people working on or visiting the Project. Except as provided herein, the remaining provisions of Section 10.3 shall remain in full force and effect, including, but not limited to, the Contractor's obligation to report the presence of any such Hazardous Materials to the Owner prior to any disturbance of such Hazardous Materials.

§ 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 specifically required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances specifically 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.

§ 10.4 Emergencies

§ 10.4.1 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.

§ 10.4.2 Nothing in this Article 10.4 shall be construed as relieving the Contractor from the cost and responsibility for emergencies which, with normal diligence, planning, and close supervision of the Work as required under the Contract Documents, could have been foreseen or prevented. Contractor shall provide the Architect, the Program Manager and the Owner a list of names and telephone numbers of the designated employees of the Contractor and each major subcontractors to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the job site.

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 or otherwise required by applicable law. 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. The Contractor shall deliver the required bonds to the Owner when it delivers the executed Agreement to the Architect. The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for periodic or final payment; and (iv) any other item required by the Surety. The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

§ 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 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; and (2) the Contract Time and Contract Sum shall be equitably adjusted. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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 of actual recovery of any insurance proceeds provided through property insurance procured pursuant to the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require 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.

§ 11.5 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 and the Contractor shall continue to diligently prosecute the 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 and the Owner'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 actual and reasonable costs of uncovering and replacement shall be added to the Contract Sum by Change Order. 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 (1) 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, but in any event no more than thirty (30) days 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. 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 (1) 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 Upon completion of any Work under or pursuant to this Section 12.2, there shall be a one (1) year warranty and correction period in connection with repairs and corrections performed, including any repairs and replacement to any part of the Work or other property damaged by the defective Work.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as

appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of non-conforming Work by the Owner shall only be by written Change Order or Construction Change Directive, signed by the Owner. Any non-conforming work with an estimated corrective value exceeding \$_____ must be approved by action of the Board of Education. Otherwise, any prior acceptance by the Owner shall be void and of no effect.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws and rules of the State of North Carolina, irrespective of any conflicts of laws principles that would require the application of the laws or rules of any other jurisdiction

§ 13.2 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. 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.

§ 13.3 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 or by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. 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.

§ 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, retesting and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 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 then prevailing at the place where the Project is located, currently eight percent (8%) per annum.

§ 13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.6.1 As between the Owner and Contractor:

- .1 Before issuance of Final Certificate for Payment: As to acts or failures to act occurring prior to the issuance of the Final Certificate for Payment, any applicable statute of limitations or statute of repose shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events as of the date of the issuance of the Final Certificate for Payment.
- .2 After Final Certificate for Payment: As to acts or failures to act occurring after the relevant date of issuance of the Final Certificate for Payment, any applicable statute of limitations or statute of repose shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events as of the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

§ 13.7 CHOICE OF FORUM

§ 13.7.1 All litigation pertaining to or arising from or relating to this Agreement or the Work described herein shall be conducted in the General Court of Justice, Superior Court Division for Guilford County (Greensboro) or in the federal court residing in that District, which courts shall be the exclusive forums for any such litigation.

§ 13.7.2 Any arbitration or mediation arising from or related to this Agreement or the Work shall be conducted in Guilford County, North Carolina at a place designated by Owner.

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 forty five (45) 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; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

In the event the Contractor's Work exceeding five (5) days, Contractor shall be entitled to an adjustment of the Contract Time, Contract Sum and GMP as provided in Section 14.3.

§ 14.1.2 The Contractor may terminate the Contract if the Architect has not issued a Certificate for Payment or the Owner has nullified a Certificate of Payment, and has not timely notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents. ;

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may give twenty-one (21) days' written notice to the Owner and Architect that Contractor is considering terminating the Contract and shall state specifically and in detail all grounds for termination. If Owner or Architect has not cured the specified grounds

for termination set forth in the written notice within twenty-one (21) days of receipt of such notice, Contractor may, upon giving fifteen (15) additional days' written notice, terminate the Contract and recover from the Owner payment for Work executed including reasonable job site overhead, cost and profit earned to date and the other items set out in Section 14.4. Contractor waives all consequential damages including, but not limited to, home office overhead and those damages set forth in Section 15.1.8.

§ 14.1.4 If the Work is stopped for a period of ninety (90) 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 twenty one (21) 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 and / or complete any portion of the Work using its own or separate forces at the Contractor's expense if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to begin remedial action within any time period set forth in any Notice of Violation issued by NC DEQ, and/or within forty-eight (48) hours after receipt by the Contractor of written notice from the Owner;
- .5 falls more than fourteen (14) days behind the progress required by the Contractor's Construction Schedule (or fails to achieve any milestone as required therein), and fails promptly to commence and continue reasonable action, as determined by Owner, to regain the period of delay;
- .6 fails to comply with its coordination and/or scheduling obligations;
- or
- .7 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, 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 (7) 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, leased by, or controlled by the Contractor;
- .2 Require Contractor to provide to the Owner within seven (7) days' of termination, a complete summary and recap of all contracts and agreements with subcontractors, suppliers, materialmen, consultants, independent contractors and any other entity with which Contractor has contracted in connection with the Project (collectively the "Contractor's Subcontractors"). The recap shall set out the following information for each of the Contractor's Subcontractors: (i) initial contract amount, (ii) a list of all approved change orders, (iii) a list of all pending change orders and a description thereof, (iv) a list of the billings by each of Contractor's Subcontractors and a list of payments; (v) a list of the amounts billed on each change order, and a list of payments and such other information and documentation as the Owner or the Architect may, in their discretion, require; (vi) a list of all applicable offsets or backcharges. The required summary and recap shall be certified as correct by an officer of Contractor. Along with the recap, Contractor shall deliver all invoices, evidences of payment, subcontracts, change orders and agreements;
- .3 Accept assignment of subcontracts pursuant to Section 5.4; and
- .4 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 reasonable documentation of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 Upon such termination, the Contractor shall recover, as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for reasonable and actual increased cost of early demobilization directly attributable to the termination. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and lost overhead. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner or other Contractors have against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§ 14.4.4 Upon termination by the Owner under this Section, the Contractor shall submit a final payment application for (a) all reasonable costs and direct jobsite expenses incurred through the date of termination; (b) reasonable direct jobsite costs incurred in connection with demobilization, restocking and securing the site; (c) a reasonable rental for the Contractor's equipment, tools, construction equipment and machinery retained by the Owner at termination, which will be returned to the Contractor on or before final completion; (d) retainage earned as of the date of termination; and (e) the percentage of overhead and profit earned to date based upon the percentage of completion of the Contractor's Work as of the date of termination as determined by the Architect and the Owner. The Owner shall withhold such amounts as the Architect and/or the Owner deem appropriate for such matters as pending claims or defective work or as otherwise allowed by the Contract Documents.

§ 14.4.5 The Contractor will include in each of its subcontracts and purchase order, a provision which allows termination for convenience on the same terms as set forth above.

§ 14.5 Termination of the contract by the Owner will not excuse the Contractor or its surety for compliance with the Contract Documents for Work performed prior to the date of termination.

§ 14.6 In the event that Owner purports to terminate this Agreement for cause and it is subsequently determined that no grounds for termination for cause exist, such termination shall be deemed a termination by Owner for convenience, and the provisions of Article 14.4 shall be applicable.

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, adjustment or interpretation of terms of the Contract Documents, 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 NOTICE OF CLAIMS

§ 15.1.2.1 Notice of claim by Contractor must be made within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the Contractor first recognizes (or should have recognized) the condition giving rise to the Claim, whichever is later. Notice of claim must be made in writing.

§ 15.1.2.2 Time is of the essence with respect to providing notice and filing claims by Contractor. The initial notice of claim filed in writing shall provide notice of the event giving rise to the claim with sufficient detail to allow Architect, Owner to investigate such claim. The initial notice of claim filed by Contractor shall also include Contractor's best estimate of the additional cost and impact on the schedule. A final claim shall be filed by Contractor within twenty-one (21) days from completion of the additional work involved in the claim. Such final claim shall be fully documented with support for all costs claimed and shall include an updated schedule showing the effect on the time for completion. Failure of Contractor to strictly comply with this procedure shall constitute a waiver and release of such claim. Any claim shall represent the entire claim for that event, and no additional claims for impact, delay, or cumulative effect shall be made by the Contractor.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

If the Contractor believes that any action or directive of the Owner or Architect entitles Contractor to make Claim for an increase in the Contract Sum or Contract Time, written notice as provided herein shall be given and written authorization from Owner to proceed shall be received before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents for work and/or claims for Payment not disputed by Owner.

§ 15.1.4 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

§ 15.1.4.1 Owner may make available to Contractor, either in the Project Manual or otherwise, the results of any site investigation test, borings, analysis, studies or other tests by or in the possession of Owner or Architect. Such materials are for information only and are not part of the Contract. Owner makes no representation or warranty that such materials or information are accurate or accurately represent the actual conditions at the site. Contractor shall verify all information contained herein before commencement of construction. Failure to do so shall constitute a waiver of all claims (to the extent any are available) which Contractor may have at any time. The Project site will be made available to Contractors upon reasonable notice, to conduct such tests and investigations as the Contractors may deem appropriate. The site shall be returned to its prior condition by Contractor immediately after completion of any such testing or investigation.

§ 15.1.4.2 If conditions are encountered at the site which could not have reasonably been discovered as a result of due and diligent testing and investigation and which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those (i) ordinarily found to exist in the area where the Project is located and (ii) generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice describing the condition shall be given by Contractor to Owner and Architect within three (3) days after first observance. The condition shall not be disturbed prior to investigation by Architect and Owner, who will promptly investigate such conditions. If such conditions qualify under this Article

15.1.4.2 and Contractor believes that such conditions will cause an increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall give notice and file a claim pursuant to Article 15.

§ 15.1.5 CLAIMS FOR ADDITIONAL COST

§ 15.1.5.1 Against Owner:

- .1 If the Contractor believes additional cost is involved for reasons attributable to Owner including, but not limited to (1) an order by the Owner to stop the Work where the Contractor was not at fault, (2) failure of payment by the Owner, (3) termination of the Contract by the Owner, (4) Owner's suspension of the Work, (5) failure of the Owner or Architect to make a decision or act, or (6) other reasonable grounds for which Owner is responsible. Contractor shall notify Architect and Owner within five (5) days of the actions or inactions.
- .2 Owner's exercise of any of its rights pertaining to changes, regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work shall not under any circumstances to be construed as interference with Contractor's performance of the Work.

§ 15.1.5.2 Against Architect:

If the Contractor believes that additional cost or delay is involved as a result of the actions, failure to act, errors or omissions of the Architect, for which Contractor claims Architect is responsible including, (1) failure to correct incomplete or ambiguous plans and specifications in a timely manner, (2) failure to respond in a timely manner to requests made by Contractor, (3) improper administration of the Contract, or (4) other reasonable cause, Contractor shall notify Owner and Architect within five (5) days of the date of the actions or inactions of the Architect or the date the errors and omissions in the plans and specifications are discovered.

§ 15.1.5.3 Owner's and Architect's Rights to Cure:

- .1 Contractor shall notify Owner, Program Manager and Architect in writing as early as possible in advance of when decisions or actions are required from Owner or Architect, so as not to delay Contractor's Work.
- .2 Should Contractor be delayed in performance of the Work by Owner or Architect, Contractor shall deliver to Owner and Architect a written notice of such delay within five (5) days of the commencement of such delay. Time is of the essence with respect to notice of delay and the scheduled completion date herein established.
- .3 If Owner and/or Architect removes the cause of delay attributable to Owner and/or Architect within five (5) days from the receipt of such notice, Contractor shall not be entitled to additional compensation or an extension of time. If Owner and/or Architect fails to remove the cause of such delay within five (5) days from receipt of such notice, Contractor may, subject to the requirements and limitations imposed by the Contract Documents, make a claim for additional compensation as provided in Article 15 and request an extension of time for the period of delay as provided herein. Failure of Contractor to adhere strictly to the requirements of this subparagraph shall constitute a waiver of Contractor's claim for extra compensation and an extension of time.

§ 15.1.6 SUBMISSION OF CLAIM TO ARCHITECT

All claims by a Contractor against the Owner or the Architect shall be submitted to the Architect and Owner for decision by the Architect as provided in this Article 15 and Contractor shall strictly comply with the requirements of Article 15.

§ 15.1.7 CLAIMS FOR ADDITIONAL TIME

§ 15.1.7.1 If the Contractor wishes to obtain an increase in the Contract Time, a Claim should be submitted in strict compliance with Article 15.1.2 and the other applicable requirements of Article 15. Contractor's Claim for delay must be supported by a critical path analysis which shows to the satisfaction of the Architect and Owner that the

delay involved was to a critical party activity (or activities), was not caused or materially contributed to in whole or part by Contractor (or anyone for which Contractor is responsible) or any other Prime Contractor, and results in a delay to Substantial Completion of the Work. Contractor will not be entitled to an extension of time or any damages for delay where there is concurrent delay for which a Prime Contractor or Contractor (or anyone for which Contractor is responsible) is responsible in whole or part. Contractor's claim for additional compensation for delay shall be limited to reasonable actual, additional direct costs incurred at the job site without mark-up for overhead and profit. No consequential damages or home-office overhead or expenses shall be recoverable.

§ 15.1.7.2 If abnormal, 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 critical path of construction. The determination of the allowability of a claim for an increase in the Contract Time due to adverse weather conditions shall be made as follows:

- .1 Acceptable data for substantiating a claim for additional time due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior five (5) years. In the absence of NOAA records for the specific Project site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated. Claims for extensions of construction time due to adverse weather conditions shall include National Oceanic and Atmospheric Administration (NOAA) Climatological Reports for the months involved, plus a report indicating the precipitation, temperature, etc., for the past five (5) years from the nearest reporting station. This data will be used to determine the number of adverse weather days which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost, which affect the critical path of construction, due to adverse weather in excess of the expected lost time. The Contractor agrees that an extension of time is the only compensation due him for an adverse weather delay.
- .2 Actual adverse weather delay days are those on which adverse weather prevents work on critical path activities for fifty percent (50%) or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days.
- .3 In calculating the number of days to be added to the Contract Time due to the impacts of adverse weather for any prior or subsequent month(s) in which the number of actual adverse weather delay days is (are) less than the anticipated number of adverse weather delay days, the Owner shall be credited with the difference between the anticipated and actual adverse weather delay days experienced in said month(s).
- .4 Upon commencement of on-site activities and continuing throughout construction, the Contractor shall record daily the occurrence of adverse weather and resultant impact to critical path activities. Adverse weather days must be calculated each month from the onset of the project. Only days on which the actual inclement weather occurs are considered adverse weather days. Subsequent days with wet ground conditions or other "impact days" shall not be considered adverse weather days.
- .5 Within twenty-one (21) consecutive calendar days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of the Contractor's daily weather reports and applicable Climatological data from the National Oceanic and Atmosphere Administration (NOAA) or similar data for the project location. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
- .6 Contractor agrees that dates under this Contract will not be extended due to normal inclement weather. For a time extension to be granted for abnormal, inclement weather; a) Such weather must, in the opinion of the Architect and Owner's Representative, actually have an adverse effect upon the progress of the Contractor's work which is of a critical nature (critical path activity) and; b) in the opinion of the Architect and Owner's Representative, the adverse effect must not be due to any fault or negligence of Contractor and could not have been avoided by the Contractor through proper planning, coordination and implementation of adequate weather protection necessary to allow the Work to be continued without adverse effect upon labor production. Contractor agrees that the fact that abnormal inclement weather may occur does not, to itself, justify any time extension further.

- .7 Requests for extensions of Contract Time due to adverse weather conditions (“weather extremes”) shall be submitted with each monthly Application for Payment. The Contractor agrees that adverse weather shall be determined by the number of days in a particular month with adverse weather due to excessive precipitation shall be the number of days recorded with 0.50 inches or more of precipitation in excess of the normal daily average for the month, or the number of days in excess of the normal number of days with 0.10 inches of precipitation, whichever is less. Any days with less than 0.10 inches of precipitation will not be considered as an adverse weather day and will not count as a rain day in these calculations. The weather data from the closest station will be used to perform the calculations. Snow and ice shall be converted to water based on 1 inch snow/ice equals 1/10th inch of water.
- .9 No extension of time will be made for abnormal inclement weather (adverse weather) after principal portions of the Work are enclosed except for site work which remains on the critical path and critically affects the Contract Time or specific dates. For the purpose of this Paragraph, the term “enclosed” is defined to mean when the Work is sufficiently closed in (exterior walls up and roof in place) so as to permit any structure or major portion thereof which is part of the Work, to be adequately conditioned so as to allow the various trades to perform their work. The Architect shall determine, with concurrence of Owner’s Representative, when the structure is “enclosed” and shall issue, upon the request of the Contractor, a letter certifying the date the Work became enclosed for the purpose hereof.
- .10 The Construction Progress Schedule shall be updated each month that inclement weather days accrue.
- .11 Claims for extension of Contract Time for delays and excessive inclement weather (adverse weather) delay days shall be deemed to be satisfied by the Owner granting an extension of time only and do not entitle the Contractor to reimbursement for extended overhead or direct field supervision or other costs.

§ 15.1.8 Waiver of Claims for Consequential Damages

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes 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 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 15.1.8 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 by the Contractor, including those alleging an error or omission by the Architect shall be referred initially to the Architect for decision in accordance with Section 15.1.6. Except as herein provided, an initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation (as may be applicable) instituted by Contractor of Claims arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no action having been taken by the Architect. Claims by the Owner may, but are not required to be submitted to the Architect for decision in accordance with Section 15.1.6.

§ 15.2.2 The Architect will review Claims and within ten (10) 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect’s sole discretion, it would be inappropriate for the Architect 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 (10) 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 thirty (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 thirty (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.

§ 15.3 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 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 sixty (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.

§ 15.3.4 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 Any Claim subject to, but not resolved by, mediation shall be subject to arbitration or litigation at the sole election of the Owner. Unless the parties mutually agree otherwise, any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Any arbitration hearing or other arbitration proceeding shall be held in Greensboro, Guilford County, North Carolina unless otherwise agreed by the parties.

§ 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 Owner's right to demand arbitration 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.

ARTICLE 16 NON-DISCRIMINATION

§ 16.1 The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

§ 16.2 The Contractor agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment.

ARTICLE 17 COORDINATION

§ 17.1 OWNER'S DELEGATION OF COORDINATION.

Owner has delegated and assigned to the General Construction Contractor all of Owner's duties and obligations for coordination of the Work of all Contractors as well as Owner's own forces. Owner shall have no coordination obligations in connection with the Project.

§ 17.2 COORDINATION BY CONTRACTORS

Each Contractor shall coordinate its construction activities with those of other Contractors and other entities involved to assure efficient and orderly installation of each part of the Work and the earliest possible completion of the Project. Each Contractor shall coordinate its operations with operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation. Failure of any Contractor to perform the coordination responsibilities as required by this Article 17 and as otherwise required in the Contract Documents shall constitute a breach of Contract.

- a. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, each Contractor shall schedule its construction activities in the sequence required to obtain the best results.
- b. Where availability of space is limited, each Contractor shall coordinate installation of different components with other Contractors to assure maximum accessibility for required maintenance, service, and repair.
- c. Each Contractor shall make adequate provisions to accommodate items scheduled for later installation.
- d. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include items such as required notices, reports, and attendance at meetings.

§ 17.3 CONSERVATION

The Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

§ 17.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL AND DUTIES

§ 17.4.1 In addition to its Project Superintendent, each Contractor shall provide other administrative and supervisory personnel required for proper performance of the Work, including special personnel required for coordination of operations with the other Contractors.

§ 17.4.2 Project Coordinator: The General Construction Contractor shall be the Project Expediter and shall designate a Project Coordinator, experienced in administration and supervision of all aspects of building construction, including mechanical, plumbing and electrical Work. The Project Coordinator shall be authorized to act as the coordinator of all construction activities between the separate Contractors and shall expedite all construction activities.

- .1 Construction activities requiring coordination by the Project Coordinator include but are not limited to:
 - a. Scheduling and sequencing all Work for the entire Project.
 - b. Sharing access to Work spaces.
 - c. Installations.
 - d. Protection of each other's Work.
 - e. Cutting and patching.
 - f. Selections for compatibility.
 - g. Preparation of Coordination Drawings.
 - h. Inspections and tests.
 - i. Temporary services and facilities.

§ 17.4.3 OTHER COORDINATORS. The Heating, Ventilating and Air Conditioning (HVAC) Contractor, the Electrical Contractor, the Plumbing Contractor, the Fire Protection Contractor (if separate), and any other specialty contractor (as required by the Owner) shall each designate a Coordinator for their own Work experienced in administrative and supervisory coordination of their particular Work. This experience shall include coordination of the type of operations required for this Project, and coordination of their Work with other types of operations. Each Coordinator shall be required to act as the specialized Coordinator of construction activities for their Work, and between those activities and activities of other separate Contracts. Construction activities requiring coordination by each Coordinator include but are not limited to:

- a. Scheduling and sequencing of their Work;
- b. Sharing access to Work spaces;
- c. integration of their Work into limited spaces available to other Contractors;
- d. Protection of each Contractor's Work;
- e. cutting and patching;

- f. tolerances;
- g. preparation of Drawings for their Work;
- h. inspections and tests;
- i. utilization of temporary services and facilities for their Work.

§ 17.5 COORDINATION MEETINGS

§ 17.5.1 No less frequently than on a monthly basis, the General Construction Contractor shall schedule and conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings. The General Construction Contractor shall provide notice of such meetings sufficiently in advance to allow Owner and Architect to attend if they so desire.

§ 17.5.2 The General Construction Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved. The Contractors (and their Subcontractors) so requested shall attend.

§ 17.5.3 The General Construction Contractor shall record meeting results, and within three days following each meeting, distribute copies to everyone in attendance and to the others affected by decisions or actions resulting from each meeting, with a copy to the Owner and Architect.

§ 17.6 RESOLUTION OF COORDINATION DISPUTES

In the event that, despite the Project Coordinator's and the other Contractor's coordinators' best efforts, they are unable to obtain proper cooperation from or coordination with other Contractors or necessary parties, the General Construction Contractor shall, in a prompt manner so as not to delay construction progress, submit to the Architect and Owner a written report detailing the problems involved and the General Construction Contractor's recommendations and proposed solution. Upon receipt of such report and after conducting such investigation, if any, as the Architect may deem necessary, the Architect shall issue a final decision resolving all issues addressed in the report, and all parties affected will promptly comply with the Architect's final decision. Owner shall have no responsibility for coordination, or resolving coordination disputes, or for any claims, damages or expenses incurred by anyone in connection therewith. Should any Contractor feel that it has a claim as a result of the failure of any other Contractor as a result of that Contractor's failure to provide the required coordination, it shall be submitted to the Architect for decision as provided in Article 15. Any amounts awarded by Architect shall be charged against the responsible Contractor's Contract as provided in Article 15 along with all damage, claims, costs and expenses (including reasonable attorneys' fees) incurred by Owner.

ARTICLE 18 DAMAGES

§ 18.1 Contractor recognizes and acknowledges that if the Work is not completed and available for occupancy by the required completion date, the Owner will incur substantial actual and consequential damages including, but not limited to, the cost of moving and relocating students or providing temporary facilities, etc. The Owner shall be entitled to actual and consequential damages in the event it is not entitled to recover liquidated damages.

§ 18.2 The Owner will also incur additional architectural fees and extended fees for Owner's consultants and Project/Program Manager. Contractor acknowledges and agrees that unlike damages compensated through liquidated damages, additional architectural fees and extended consultant's fees are easily ascertainable, and therefore not included in liquidated damages figure set forth in the Agreement. As such, in addition to the damages set forth in Article 18.1 or liquidated damages, Owner will be entitled to collect the cost of additional and/or extended Architect, Consultant or Project Manager fees and expenses. Contractor shall also be responsible for all damages costs and expenses incurred by Owner as a result of Contractor's failure to perform strictly as required by the Contract Documents, including, but not limited to attorneys' fees and expenses and costs and expenses incurred in mediation, arbitration or litigation including additional Architect fees and all discovery costs and expert witness fees.

DRAFT

HUB Participation Report
Guilford County Schools
Grimsley High School
Football Field Lighting Project

*Report should include ALL SUBS regardless if MWBE or non MWBE.

[illegible]

SUMMARY OF WORK Section 01 11 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project is for the Replacement of existing football field lighting systems at Grimsley High School with new systems.
- B. Contract Documents, dated December 6, 2022 were prepared for the Project by Optima Engineers. A summary of work is as follows:

The Work generally includes: The existing light fixtures and poles shall be removed complete including existing contactor cabinet. Existing cable shall be removed from underground conduit systems. Owner furnished poles and fixtures shall be assembled and installed complete by electrical contractor including bored base, directional bored conduit, pull boxes, wiring, control cabinet, circuit breakers complete for a fully functional project. Fixtures shall be aimed and system qualified by manufacturer for guaranteed lighting levels as outlined in construction documents. All work shall be per construction documents.

.3 CONTRACTOR USE OF PREMISES

- A. Refer to Special Project Procedures Section 01 35 13 and Work Restrictions 01 14 00.

.4 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

END OF SECTION 01 11 00

SUMMARY OF WORK

WORK RESTRICTIONS Section 01 14 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to comply with Guilford County Schools security badge system.
 - 2. Guilford County Schools Occupancy: Allow for Guilford County Schools occupancy of site according to the Project Plan.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Guilford County Schools, Guilford County Schools employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 SUMMARY

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

1.4 OCCUPANCY REQUIREMENTS

- A. Full Guilford County Schools Occupancy: Guilford County Schools will occupy site and existing building during entire construction period. Cooperate with Guilford County Schools during construction operations to minimize conflicts and facilitate Guilford County Schools usage. Perform the Work so as not to interfere with Guilford County Schools' operations.
- B. Partial Guilford County Schools Occupancy: Guilford County Schools reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial

WORK RESTRICTIONS Section 01 14 00

Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1.5 SPECIAL REQUIREMENTS

- A. Prime and subcontractors are required to comply with Article 2 of Chapter 64 of the North Carolina General Statutes, including but not limited to, the use of E-Verify to verify the legal employment status of its employees.

Each prime and subcontractor shall sign and return their Affidavit of E-Verification to Guilford County Schools at the time they return their contract.

If at any time during the project additional workers are hired by the prime or subcontractor, the prime or subcontractor shall notify Guilford County Schools, sign and return an Affidavit of E-Verification prior to the new hire beginning work on the project.

If at any time during the project additional prime or subcontractors are added to the project, Guilford County Schools shall be notified, and the new prime or subcontractor shall sign and return an Affidavit of E-Verification prior to commencing work on the project.

- B. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- C. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. In the event that the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

Each prime contractor will be responsible for all their employees and all of their subcontractors working under them.

On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the Principal. This list will contain the name of each person on site and the company they work for.

On sites that are new or unoccupied by students and staff – each prime contractor will provide the daily sign-in sheet to the Owner's Rep who will be designated by the Owner at the Pre-Construction Meeting.

The daily sign in log will be made available to the successful prime contractors at the Pre-Construction Meeting.

WORK RESTRICTIONS Section 01 14 00

- D. Any individual with the following criminal convictions or pending charges will **NOT** be permitted on any school project or property.

Child molestation or abuse;

1. Child molestation or abuse;
2. Child pornography;
3. Repeated domestic violence charges or convictions;
4. Rape or felony sexual assault;
5. Any sexually oriented crime;
6. Drugs: Felony use, possession or distribution within the last 10 years;
7. Carjacking or automotive theft;
8. Felonies involving firearms or other deadly weapons;
9. Felony arson or destruction of property;
10. Felony theft, burglary, home invasion or robbery;
11. Felony racketeering or extortion;
12. Felony kidnapping;
13. Felony assault, battery, homicide, murder, attempted murder or other violent felony; or
14. Hate crimes.

- E. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- F. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- G. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.
- H. There is a NO TOBACCO policy on all property owned by Guilford County Schools. Therefore, use of any type of tobacco product is prohibited. Workers will be asked to leave the site for the balance of the day on their first offense. Workers will be asked to permanently leave the site after the first offense.
- I. If, in the opinion of the Architect, the General Contractor does not properly water tight the building from the elements – the Owner maintains the right to call in a 3rd party Industrial Hygienist for the purpose of evaluating the infiltration of moisture. This Industrial Hygienist will prepare a report of corrective action necessary to prevent future mold and mildew issues and the General Contractor is solely responsible for the corrective action necessary, as well as all costs associated with the services of the Industrial Hygienist and any additional surface or air quality testing fees that may be required to insure a safe building. No finishes, including drywall work are to commence until the building is permanently enclosed.

WORK RESTRICTIONS

Section 01 14 00

- J. All contractors understand and agree that the primary use of an occupied school facility is for the instructional programming to benefit the achievement of the students enrolled in said facility. During periods of standardized and other major testing such as EOG's, etc..the contractors agree to pursue quiet operations that do not disturb the testing operations. No claims for delay will be considered for these days of quiet operation during periods of testing.
- K. In the event the contractor fails to meet their schedule and this failure to meet the scheduled completion dates affect the delivery of Owner furnished furniture and / or equipment – the Owner has the right (at the sole expense of the contractor) to procure the services of security guards to protect furniture and / or equipment that has been delivered to the project until such time as contractor has met the requirements for the Owner's permanent occupancy of the building (Substantial Completion). The Contractor further agrees that they will pay for all handling, shipping and storage costs associated with the storage of furniture and equipment that cannot be delivered and placed in the building due to the Contractor's failure to meet the scheduled completion dates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

ALLOWANCES Section 01 21 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and provisions of the General Conditions, Supplementary General Conditions, and other Sections included under Division 1, General Requirements, are included as a part of this Section as though bound herein.
- B. Designate in Pay Requests and Schedule of Values separate item for cost allowances. Also breakdown costs as follows:
 - 1. Products/materials
 - 2. Work

1.2 ALLOWANCES FOR PRODUCTS/MATERIAL:

- A. Purchase product/material under allowance only as directed by A/E.
- B. Amount of allowance includes:
 - 1. Net cost of product.
 - 2. Delivery to the site.
 - 3. Applicable taxes.
- C. In addition to amount of allowance, include in bid, for inclusion in Contract Sum, Contractor's cost for:
 - 1. Handling at site including unloading, uncrating, and storage.
 - 2. Protection from elements, from damage.
 - 3. Labor, installation, and finishing.
 - 4. Other expenses (e.g., testing, adjusting, and balancing) required to completed installation.
 - 5. Overhead and profit.

1.3 ALLOWANCES FOR WORK

- A. Provide Work under allowance only as directed by A/E.
- B. Amount of Allowance includes:
 - 1. Net cost of product.
 - 2. Delivery to the site.
 - 3. Applicable taxes.
 - 4. Handling at site including unloading, uncrating, and storage.
 - 5. Protection from elements, from damage.

ALLOWANCES Section 01 21 00

6. Labor, installation, and finishing.
7. Other expenses required to complete installation.
8. A fixed percentage for overhead and profit. Overhead shall include supervision; superintendence; wages of time-keepers, watchmen, and clerks; hand tools, general office expense; and other expenses not included in "cost" under 1. Through 8. Above.
 - a) For Work (labor, materials, and equipment) completed by the Contractor with his own labor, 10 percent shall be added for overhead and profit.
 - b) For Work (labor, materials, and equipment) completed by subcontractor of the Contractor, 5 percent shall be added for overhead and profit.

1.4 SELECTION OF PRODUCT/MATERIAL

A. Architect/Engineer's Duties

1. Consult with Contractor in consideration of product/material and suppliers.
2. Make selection, designate product/material to be used.
3. Notify Contractor in writing, designating:
 - a) Product, size, color, and texture
 - b) Supplier
 - c) Cost, delivered at site

B. Contractor's Duties

1. Assist A/E in determining qualified suppliers.
2. Obtain proposals from suppliers when requested by Architect/Engineer.
3. Make appropriate recommendations for consideration by Architect/Engineer.
4. Notify A/E in writing, of effect anticipated by selection of product or supplier under consideration on:
 - a) Construction Schedule.
 - b) Contract Sum.
5. On notification of selection enter into purchase agreement with designated supplier.
6. Arrange for delivery and unloading.
7. Promptly inspect product for damage or defects.
8. Submit claims for transportation damage.

1.5 ADJUSTMENT OF CASH ALLOWANCES

- A. Unused amounts of moneys included under allowances shall be credited to the Owner by deduct change order prior to approval of Final Application for Payment.

PART 2 – PRODUCTS (NOT APPLICABLE)

ALLOWANCES Section 01 21 00

PART 3 – EXECUTION

3.1 RENOVATION/UNFORESEENS ALLOWANCE

- A. Renovation/Unforeseen Allowance for those items and Work hidden, undetectable, or unforeseen and not visible from pre-bid, on-site observation, or not shown, called-for, or reasonably implied in the Contract Documents and which is in compliance with N.C. Building Code and Division of Facility Services requirements. Refer to Schedule at end of section.

3.2 UNKNOWN/UNFORESEEN SITE CONDITIONS ALLOWANCE:

- A. Unknown/Unforeseens Site Conditions Allowance for wetlands, groundwater & additional erosion control measures required by local code enforcement officials and those subsurface items and Work hidden, undetectable, or unforeseen and not visible from pre-bid, on-site observation, or not shown, called-for, or reasonably implied in the Contract Documents and which is in compliance with N.C. Building Code and Division of Facility Services requirements. Refer to Schedule at end of section.
- B. Other conditions shall be addressed as they are discovered and their remedies are established.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowances for Work: Note: If not described below, refer to Article 1.3 for description of what is included in the allowance.

Allowance No. 1: 3.1

Schedule of Allowances

A. Quantity Allowance

General: The Contractor shall include the following quantity allowances in the Base Bid, **based upon the unit prices listed in section 012200 and attached to the Bid Form of Proposal.**

NOTE: All charges against allowances for Rock, Unsuitable Soils and Borrow shall be applicable only under the following conditions:

- a. Grading (cut) has been accomplished to subgrade.
- b. The location has been identified.
- c. The Architect has been notified of location and anticipated extent of rock, unsuitable soil and borrow.
- d. The Owner's testing agency is notified to evaluate, make recommendations, monitor related operations, and to measure quantities.
- e. Appropriate calculations and records are kept by the Contractors for verification with the Architect and Owner's testing agency.
- f. The time of performance for the quantities listed in the allowance schedule are to be included in the contractor's original base bid construction schedule as critical path activities. No extensions of time will be granted for these activities unless the amount listed in the allowance schedule is exceeded, and only if the excess amount impacts the critical path of the project.

ALLOWANCES Section 01 21 00

END OF SECTION 01 21 00

UNIT PRICES **Section 01 22 00**

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions and all other contract bid documents apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.
- C. Unit price is an amount proposed by bidders, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if 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, overhead, and profit. Unit Prices represent a full and total cost for the listed unit. Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- B. Guilford County Schools 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 Guilford County Schools' expense, by an independent surveyor acceptable to Contractor. If the findings are that the Contractor's measurement of work-in-place is inaccurate, the Contractor shall bear the responsibility for said survey.
- C. List of Unit Prices: A list of unit prices is included in this section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price. The bidder(s) shall submit a completed unit price sheet along with the bid. Failure to include unit prices as required may be grounds for rejection of the bid.
- D. Unit Prices found to be unreasonable in cost may constitute grounds for rejection of the bid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES **(INCLUDE WITH BID)**

UNIT PRICES APPLICABLE TO ALL CONTRACTORS

See Plans

END OF SECTION 01 22 00

ALTERNATES

Section 01 23 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

1.3 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 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. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify 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. Notification: Prior to award of the Contract, the Architect will notify each party involved, in writing, of the status of each alternate. The Architect will indicate if alternates have been accepted, rejected, or deferred for later consideration. The Contractor agrees to honor pricing on Bid Alternates for a period of 120 calendar days.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

ALTERNATES

ALTERNATES

Section 01 23 00

- D. Schedule: A Schedule of Alternates is included at the end of this Section. The Bid Documents contain technical 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. There are no scheduled alternates at this time.

END OF SECTION 0123 00

ALTERNATES

SUBSTITUTIONS PROCEDURES Section 01 25 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or the Engineer.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

.4 SUBMITTALS

SUBSTITUTIONS PROCEDURES Section 01 25 00

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the the Engineer
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - c. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - d. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - e. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - f. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
 3. the Engineer's Action: Within one week of receipt of the request for substitution, the Engineer will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the the Engineer when one or more of the following conditions are satisfied, as determined by the the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.

SUBSTITUTIONS PROCEDURES

SUBSTITUTIONS PROCEDURES Section 01 25 00

3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 00

MODIFICATION PROCEDURES Section 01 26 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
 - 3. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

.3 MINOR CHANGES IN THE WORK

- A. The Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

MODIFICATION PROCEDURES Section 01 26 00

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer
 - 1. Include a statement outlining the 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 Contract Time.
 - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use **Change Order Request Form Section 00 63 57** for Change Order Proposal Requests.
 - 1. Include sufficient documentation of quantities and unit prices to allow evaluation of quantities with respect to the work required and the intent of the change. Require subcontractors to provide comparable documentation for their work.
 - 2. Do not use lump sum pricing for any trade or subcontract in excess of \$500.00.
 - 3. Permit charge for overhead and profit determined as follows:
 - a. for the Contractor, for any work performed by his employees or agents 10% of the costs. Deduct 5% for deductive change orders;
 - b. for the Contractor, for work performed by his Subcontractor, 5% of the amount due the subcontractor; and
 - c. for each Subcontractor, for work performed by such Subcontractor, his employees and agents, 10% of the costs.
 - d. "Costs" shall not include home-office charge or expenses, supervisions, superintendents, wages of time keepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses generally constituting overhead or general conditions. The proposals from the contractor for extra work shall include a breakdown showing cost for materials, labor, insurance and overhead and profit and bonds.
 - 4. The maximum total combined markup for bonds and insurance will be two (2) percent of the total amount.

.5 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

MODIFICATION PROCEDURES Section 01 26 00

1. Include installation costs in the purchase amount only where indicated as part of the allowance.
 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
 3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 21 days.
1. Do not include the 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 Contract Documents.
 2. No change to the 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.

.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Engineer may issue a Construction Change Directive on AIA Form G714 or similar form. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or 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 the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

.7 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 26 00

MODIFICATION PROCEDURES

PAYMENT PROCEDURES Section 01 29 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. Schedule of allowances.
 - d. List of products.
 - e. List of principal suppliers and fabricators.
 - f. Schedule of submittals.
 - 2. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format 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.

PAYMENT PROCEDURES Section 01 29 00

- b. Name of the Engineer
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. 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. Include requirements for insurance and bonded warehousing, if required.
6. **Provide a separate line item in the Schedule of Values for each of the following items with the corresponding values and dollar amounts:**
 - **As-Built Drawing Documents** **$\frac{1}{2}$ % of total contract value**
 - **O & M Manuals** **$\frac{1}{2}$ % of total contract value**
 - **Warranty Binders** **1 % of total contract value**
7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

PAYMENT PROCEDURES Section 01 29 00

9. **Schedule Updating:** Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

.4 APPLICATIONS FOR PAYMENT

- A. **Each Application for Payment** shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. **Payment-Application Times:** The date for each progress payment application is the seventh day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 7 days prior to the date for each progress payment.
- C. **Payment-Application Forms:** Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Use the Sales Tax form to report applicable state and county sales taxes. Include a completed Payment Application Cover Sheet with each application.
- D. **Application Preparation:** Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. **Sales Tax Summary** – The project is subject to a sales tax rebate for the Owner. Each contractor and subcontractor shall submit a summary of payments made and invoices received including sales taxes for the month being billed. Each contractor shall maintain these accounts on the form included in this project manual entitled Certificate Concerning North Carolina State and County Sales Tax (hereinafter referred to as the “Sales Tax Form”). All supporting documentation is required on a monthly basis along with the payment application. Supporting documentation is identified on the form. When the Contractor submits multiple Sales Tax Forms, he shall also provide a notarized summary form that lists each Subcontractor and the taxes reported by that subcontractor. A total for each column shall be computed and reported on this summary sheet. This summary sheet shall be the first sheet of the sales tax reports submitted.
- F. **Transmittal:** Submit two (2) signed and notarized original copies of each Application for Payment (including separately notarized sales tax reports) to the Engineer by a method ensuring receipt within 24 hours. Both copies shall be complete, including waivers of lien and similar attachments, when required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.

PAYMENT PROCEDURES Section 01 29 00

- G. **Waivers of Mechanics Lien:** With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
2. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item. Retainage is to be calculated at a rate of 5% and will be withheld in accordance with the requirements set forth in the N.C. General Statutes
 3. When an application shows completion of an item, submit final or full waivers.
 4. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 5. **Waiver Forms:** Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. **Initial Application for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction meeting.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire the Owner's insurance.
 16. Initial settlement survey and damage report, if required.
 17. Completed Payment Application coversheet, and all items itemize thereon.
- I. **Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Startup performance reports.

PAYMENT PROCEDURES Section 01 29 00

- f. Final cleaning.
 - g. Application for reduction of retainage and consent of surety.
 - h. Advice on shifting insurance coverages.
 - i. Final progress photographs.
 - j. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Ensure that unsettled claims will be settled.
 - 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 - 5. Transmittal of required Project construction records to the Owner.
 - 6. Proof that taxes, fees, and similar obligations were paid.
 - 7. Removal of temporary facilities and services.
 - 8. Removal of surplus materials, rubbish, and similar elements.
 - 9. Submit Appendix E MBE Documentation for Contract Payments as documentation of payment to minority businesses for work on the Project.
 - 10. Submit Lien Waivers from subcontractors and major equipment suppliers.
 - 11. Submit Affidavit of Payment of Debts and Claims with all supporting documentation.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 62 76

PROJECT MANAGEMENT & COORDINATION Section

01 31 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on ` Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

1.3 COORDINATION

- A. Coordination: The General Contractor shall coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. The GC shall coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation. The GC shall be the Project Expediter and Project Coordinator on this project.
 - 1. The GC shall schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, all Prime Contractors shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

PROJECT MANAGEMENT & COORDINATION Section

01 31 00

1. Prepare similar memoranda for architect, Owner, Owner's rep & Program / Construction Manager and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: The GC shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following: It is the responsibility of all Prime Contractors to coordinate with GC in the preparation of all scheduling and coordination issues.
 1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.4 SUBMITTALS

- A. Coordination Drawings: The General Contractor is responsible for coordination / preparation of Mechanical – Plumbing – Electrical - Technology Coordination Drawings for optimum utilization of space for efficient installation of different components and for the coordination for installation of products and materials fabricated by separate entities.
- B. Coordination drawings are to be complete and signed off by all prime contractors or major subs (plumbing, mechanical, electrical & technology) within 60 days of the Notice to Proceed.
 1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Refer to Division 15 and Division 16 for specific Coordination Drawing requirements for mechanical and electrical installations.
 4. Preliminary coordination drawings must be submitted to the architect, Owner, Owner's rep & Program / Construction Manager prior to the initial pay application being paid.
- C. Staff Names: Within 5 working days of starting construction operations, all Prime Contractors will submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers.

PROJECT MANAGEMENT & COORDINATION Section

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- D. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify architect, Owner, Owner's rep & Program / Construction Manager, of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees at least 3 days prior to the scheduled meeting..
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including, architect, Owner, Owner's rep & Program / Construction Manager within 2 days of the meeting.
- B. Preconstruction Conference: The architect will schedule a pre-construction conference, at a time convenient to contractors, architect, Owner, Owner's rep & Program / Construction Manager, but no later than 10 days after notice to proceed. The conference will be at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of architect, Owner, Owner's rep & Program / Construction Manager, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.

PROJECT MANAGEMENT & COORDINATION Section

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- g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction. These Pre-Installation meetings shall include all work scopes / trades as directed by architect, Owner, Owner's rep & Program / Construction Manager.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise architect, Owner, Owner's rep & Program / Construction Manager of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
 - v. Review of the "Project Plan".
 - 3. Record significant conference discussions, agreements, and disagreements.

PROJECT MANAGEMENT & COORDINATION Section

01 31 00

4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
 1. Attendees: In addition to architect, Owner, Owner's rep & Program / Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work within 24 hours of notification of an issue needing action by one or more parties.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. (See Section 01311 for specific scheduling requirements).
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PROJECT MANAGEMENT & COORDINATION Section

01 31 00

- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to architect, Owner, Owner's rep & Program / Construction Manager each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 3. Reporting: General Contractor to record meeting results and distribute copies within 2 working days to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 0131 00

CONSTRUCTION_PROGRESS DOCUMENTATION

Section 01 32 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
 - 7. Construction photographs.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.
- C. Construction Photographs: Submit two prints of each photographic view (4 views total) within five working days of taking photographs, must be submitted with each monthly pay application.
 - 1. Format: Digitally formatted in a manner acceptable to the architect, Owner, Owner's rep & Program / Construction Manager, and provided electronically.
 - 2. Identification: On each print, provide an electronically applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Owner.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

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3. Negatives: Submit a complete set of photographic negatives or diskette containing electronic image file in protective envelopes with each submittal of prints. Identify date photographs were taken.
- D. Daily Construction Reports: Submitted Daily to architect, Owner, Owner's rep & Program / Construction Manager in a format as defined by Owner (including electronic formats such as Primavera Expedition).
- E. Material Location Reports: Submit as required by architect, Owner, Owner's rep & Program / Construction Manager.
- F. Field Condition Reports: Submitted to architect, Owner, Owner's rep & Program / Construction Manager in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager (including electronic formats such as Primavera Expedition).
- G. Special Reports: Submitted per occurrence to Architect and Owner's Representative in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager (including electronic formats such as Primavera Expedition).

1.3 QUALITY ASSURANCE

1. Photographer Qualifications: Digital photos of high quality taken by the General Contractor are acceptable.

1.4 COORDINATION

- A. Auxiliary Services: Cooperate with other trades, architect, Owner, Owner's rep & Program / Construction Manager, and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to

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Section 01 32 00

maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication.

- a. Show submittals on the Preliminary Construction Schedule.
- b. Submittals must be logged and maintained in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager, (including electronic formats such as Primavera Expedition).

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

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 Guilford County Schools: Include a separate activity for each portion of the Work performed by Guilford County Schools.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
5. Guilford County Schools -Furnished Products: Include a separate activity for each product. Include delivery date. 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. (Show staff occupying the building to set up classes & stocking at least 30 days prior to the contract substantial completion date).
 - 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.

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- j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
8. Area Separations: 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. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
9. Responsibilities: Identify each activity according to the responsibility for that activity. Responsibilities categorization of activities shall include
- a. Guilford County Schools
 - b. Architect
 - c. City or County Agency having jurisdiction
 - d. General Contractor
 - e. Mechanical Contractor
 - f. Plumbing Contractor
 - g. HVAC Contractor
 - h. Electrical Contractor
 - i. Technology Contractor
 - j. Others having prime contracts

The purpose of this responsibility is to sort the schedule by entities having prime agreements with Guilford County Schools, Architect, agencies having jurisdiction. Establish secondary responsibilities in a separate activity definition for the purposes of sorting by subcontractors for the contractor's convenience.

2.3 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. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Meetings and significant decisions.
 - 7. Unusual events (refer to special reports).

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8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.
- B. Material Location Reports: At intervals as required by the architect, Owner, Owner's rep & Program / Construction Manager, prepare a comprehensive list of materials delivered to and stored at Project site. List shall 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.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on Primavera Expedition. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to architect, Owner, Owner's rep & Program / Construction Manager, within one day of an occurrence. Distribute copies of report to parties affected by the occurrence by way of Primavera Expedition.
- B. Reporting Unusual Events: 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, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise architect, Owner, Owner's rep & Program / Construction Manager, in advance when these events are known or predictable.

END OF SECTION 0132 00

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Guilford County Schools
Grimsley High School
Football Field Lighting Project

1.01 GENERAL REQUIREMENTS

- A. The work under this contract shall be planned, scheduled, executed and reported using the Critical Path Method (hereinafter referred to as: CPM), pursuant to the provisions of the General Conditions. Any deviation between this scheduling specification and the General Conditions shall be governed by the more stringent spec at the full discretion of the Engineer, Owner, Owner's rep & Program / Construction Manager.
- B. The primary objectives of the project scheduling program are to insure the adequate planning, scheduling and execution of the construction activities so they may be prosecuted in an orderly and expeditious manner, within the Contract Time and the milestones stipulated by the Contract, to provide optimum coordination between contractors, to establish the basis for measuring and monitoring individual contractor progress and overall project progress, to detect problems for the purpose of taking corrective action to maintain the scheduled program and to provide a mechanism or tool for determining and monitoring such corrective actions.
- C. Any schedule templates prepared for this project by the owner are made available by the Owner solely as an aid to the Contractor. Any construction plan depicted in the schedule template may not optimize, and it is not intended to optimize, the Bidder's costs or resources. It is intended that these schedules will reflect the milestones and completion dates established by the Owner. However, the services provided by the Engineer, Owner, Owner's rep & Program / Construction Manager, the existence of schedules, networks, or any other charts or services prepared or performed by the Engineer, Owner, Owner's rep & Program / Construction Manager shall in no way relieve the Contractor and/or Project Expediter of the responsibility of complying with all of the requirements of the Contract Documents, including but not limited to the responsibility of completing the Work within the Contract Time and the responsibility of planning, scheduling and coordinating the work. The Contractor is required to comply with all control procedures specified herein and with any reasonable changes that may be necessary, in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager, or that are provided to the contractor regarding key dates, during the contract duration.
- D. Any and all milestone or specific Dates listed in these specifications, or elsewhere in the Contract Documents, represent only the major items of construction/erection work or interface dates. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all work on the project.

The milestone dates listed are not intended to be a complete listing of all work under this Contract or of all interfaces with other project contractors.

The milestone dates listed represent the latest allowable completion dates. Earlier completion dates may be established by the Project Expediter as agreed by the Contractor(s), Engineer, Owner, Owner's rep & / or Program / Construction Manager.

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- E. If the Contractor should desire or intend to complete the work earlier than any required Milestone or Completion date, the Engineer, Owner, Owner's rep & Program / Construction Manager shall not be liable to the Contractor for any costs or other damages should the contractor be unable to complete the Work before such Milestone or Completion date. The duties, obligations and warranties of the Owner to the Contractor shall be consistent with and applicable only to the completion of the Work on the Milestone and completion dates required in the Owner-Contractor Agreement, unless the Owner and Contractor otherwise agree in writing.
- F. **THE GENERAL CONSTRUCTION CONTRACTOR IS THE PROJECT EXPEDITER / COORDINATOR AND HAS THE DUTY OF SCHEDULE PREPARATION, COORDINATION, UPDATING & REPORTING.**

1.02 PRE-BID

- A. The Owner reserves the right to the following prior to the receipt of bids:
 - 1. Engineer, Owner, Owner's rep & Program / Construction Manager or a third party scheduling consultant may prepare a Preliminary Provisional Network, which displays a construction plan to complete the Project in compliance with Specific Dates listed in the Bid Documents..
 - a. The Engineer, Owner, Owner's rep & Program / Construction Manager make no warranty or representation either express or implied, as to the reasonableness of or feasibility of the fact that this Preliminary Provisional Network may be a complete listing of all of the Work activities required by this Contract.
 - b. Each Bidder is under the obligation of reviewing and analyzing the Preliminary Provisional Network and determining its feasibility and reasonableness with regard to the activities required by the Contract Documents, the duration of such activities and the sequence of work required in order to complete the work within the contract time.
 - 2. At the sole discretion of the Owner the Engineer, Owner, Owner's rep & Program / Construction Manager may conduct a Pre-Bid Conference to familiarize bidders with the Project and the Preliminary Provisional Network, if supplied.

1.03 POST AWARD ACTIVITIES

- A. The Contractor shall perform the following after receipt of the Notice to Proceed.:

Immediately following the receipt of Notice to Proceed,, the General Contractor shall commence the preparation of the Detailed Construction Schedule. In this respect and prior to the next meeting with the Engineer, Owner, Owner's rep & Program / Construction Manager, the Contractor shall assemble, with the assistance of his Subcontractors and Suppliers, information regarding the project that includes but is not limited to:

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1. A Detailed Construction Schedule that represents the Contractor's best judgment in how he shall prosecute and complete the work in compliance with the Contract Milestone Dates and any Specific Dates stipulated in the General Conditions or other contract documents.
 2. The identity and duration of all activities to be included in this construction plan shall meet the following criteria:
 - (A) Activity descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable.
 - (B) Responsibility for each activity shall be identified with a single performing organization. (i.e., Primes, suppliers, vendors and all sub-contractor)
 - (C) The cost component for each activity shall be provided, if requested by the Owner. The sum of the activity cost components shall equal the contract price.
 - (D) An activity must be no more than 14 calendar days in duration unless approved in advance by the Engineer, Owner, Owner's rep & Program / Construction Manager.
 - (E) Include relevant predecessors and successors for each activity as well as the type of relationships between, and any lag time required. All activities except the first activity (i.e., NTP) and last activity (i.e., Final Completion) shall have both predecessors and successors.
 - (F) Listing of Project submittals, approvals, and material/equipment site deliveries dates.
 3. The identity of planned and reasonably anticipated inclement weather as identified in Article 4.3.7.2 of the General Conditions.
 4. The identity of long lead items and delivery dates of all major pieces of equipment or materials.
 5. The schedule must be resource loaded and identify the contractor performing the work and the number of workers needed to perform each activity.
- B. The General Contractor shall, within **fourteen (14) calendar days** following Notice to Proceed, submit to the Engineer, Owner, Owner's rep & Program / Construction Manager, **a Computerized Construction Schedule** in precedence format for his construction/erection work scope that is compatible with PrimaveraP6or most current version of Primavera.
- . The Detailed Construction Schedule shall show:
- a. The order and interdependencies of the contractor's activities and the major points of interface or interrelation with the activities of others, including Specific Dates for completion.

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- b. Conformance with and identification of the specified mandatory milestone dates specified in the Contract Documents.
 - c. The description and quantity of work by activity.
 - d. The time required for engineering, preparation and approval of shop drawings, manufacturing, and delivery of Contractor-furnished permanent plant materials.
 - e. The time required for procurement, delivery, and erection of the Contractor's permanent plant materials.
 - f. Delivery of Owner-furnished material and equipment.
 - g. Shop fabrication and delivery.
 - h. Critical Path (or Paths).
 - i. Erection and installation.
 - j. Testing of equipment and materials.
 - k. Activity calendars, Incorporating potential weather delays, or multi- work periods.
- C. The Detailed Construction Schedule shall indicate an early completion date for the project that is no later than the project's required completion date. All activity duration's shall be given in work days. The Schedule shall also indicate each of the following:
- 1. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
 - 2. Estimated duration time for each activity.
 - 3. Early start date for each activity.
 - 4. Late start date for each activity.
 - 5. Early finish date for each activity.
 - 6. Late finish date for each activity.
 - 7. Float available for each path of activities containing float.
 - 8. Actual start date for each activity begun.
 - 9. Actual finish date for each activity completed.
 - 10. Identification of all critical path activities in the schedule analysis.
 - 11. The critical path for the project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The relationship between all non-

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critical activities and activities on the critical path shall be clearly shown on the network diagram.

12. The dollar value of each activity in relation to the schedule of values, if required by the Owner.
 13. The responsibility code for the Contractor or Subcontractor performing each activity or portion thereof.
- D. The Engineer, Owner, Owner's rep & Program / Construction Manager will review the Contractor's Detailed Construction Schedule, for compatibility with the Project Milestones, Completion Schedule and Project Expeditors' Schedule. If requested, a meeting will be held between the Engineer, Owner, Owner's rep & Program / Construction Manager and Contractor to resolve any conflicts in the Contractor's schedule. The Contractor shall revise his schedule as required by the Engineer, Owner, Owner's rep & Program / Construction Manager to ensure completion of the Project in accordance with the Project's Milestone and Completion Dates and shall submit his revised schedule to the Engineer, Owner, Owner's rep & Program / Construction Manager within five (5) calendar days.
- E. Within **fourteen (14) calendar days** following Notice to Proceed, the Contractor shall submit a Schedule of Values for review by the Engineer, Owner, Owner's rep & Program / Construction Manager. The Schedule of Values will allocate a dollar value (cost) for each activity. Each activity cost allocation shall include a labor, equipment and material cost and a pro rata contribution to overhead and profit. The sum of all activity costs shall be equal to the total Contract Sum. Each activity cost shall be coded with a cost code corresponding to the subcontractor responsible for performing the Work so that subtotals for each division of the Work can be prepared.
- F. Approval by the Engineer, Owner, Owner's rep & Program / Construction Manager of the Project Expediter's Project Construction Schedule is advisory only and shall not relieve the Contractors of the responsibility for accomplishing the Work within each and every Contract-required Milestone and Completion date. Omissions and errors in the approved Project Construction Schedule shall not excuse performance which is not in compliance with the contract. Acceptance by the Engineer, Owner, Owner's rep & Program / Construction Manager in no way makes the Engineer, Owner, Owner's rep & Program / Construction Manager an insurer of the Project Construction Schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of Engineer, Owner, Owner's rep & Program / Construction Manager acceptance of or acquiescence to the Project Construction Schedule.
- G. The **Project Expediter / General Contractor** shall compile, organize, and present a fully integrated Computerized Project Construction Schedule to the Engineer, Owner, Owner's rep & Program / Construction Manager within **fourteen (14) calendar days** of Notice to Proceed. The Project Expediter shall provide five (5) hard copies of the Detailed Construction Schedule, and one electronic Primavera P6 compatible file copy, the Schedule of Values and Computer Reports to the Engineer, Owner, Owner's rep & Program / Construction Manager and Prime Contractors for final review and acceptance. The Project Expediter shall use the approved Project Construction Schedule in planning,

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organizing, directing, coordinating, performing and executing the work (including all activities of Subcontractors, equipment deliveries, vendors, and suppliers) and shall be the basis for evaluating the progress of the Work, subject to such revisions made in such schedule as provided for herein or in the Contract Documents.

- H. The **Project Expediter** will develop and maintain the overall Project Construction Schedule, of which the Contractor's Detailed Construction Schedule will be a part. This schedule will be in precedence format and will be computer generated and updated and with the inclusion of the approved prime contractor schedules will be the controlling schedule document utilized for managing overall project construction.

1.04 COMPUTER COST AND SCHEDULE REPORTS

- A. Every month the Project Expediter will generate all monthly Prime contractors' progress documents (i.e., monthly Turn-a-round Documents and the progress payment application Cost/Schedule Reports) from the Detailed Construction Schedule, based on the Progress Reports received from the Contractors. These Reports will reflect the progress of the project in respect to both cost and time.
- B. Report Content:
1. The initial and subsequent Schedule Reports shall include the following minimum information for each activity: activity number, by total float (from the least to the most), and late start date, in chronological order:
 - a. activity number
 - b. activity description
 - c. estimated duration in days
 - d. early and late start dates
 - e. early and late finish dates
 - f. percentage of activity completed as of each report
 - g. total float-positive/days behind schedule-negative
 - h. responsibility for activity.

The Project Expediter will produce monthly (4) four schedule reports. The reports are:

1. All activities on the Project Construction Schedule sorted by activity number.
2. Activity by Prime Contractor sorted. Further sorted by activity number.
3. All activities for prime contractors sorted by total float.

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4. All activities by late start in chronological order.
2. The initial and subsequent Cost Reports shall include the following activity information sorted by trade:
 - a. activity number
 - b. activity description
 - c. current month percentage of value of work in place against Total Value
 - d. previous month percentage of value of work in place against Total Value
 - e. total cost of each activity

1.05 UPDATES

- A. An updated project schedule shall be provided at each construction progress meeting.
- B. Each updated schedule must include the original base line schedule that was accepted by the Engineer, Owner, Owner's rep & Program / Construction Manager, and signed by each Prime Contractor. It also needs to reflect actual progress and anticipated completion durations.

1.06 PROGRESS PAYMENTS

- A. Five (5) calendar days prior to the date of application for Progress Payment, **each Prime Contractor's Project Manager and Superintendent**, the Engineer, Owner, Owner's rep & Program / Construction Manager shall meet at the job site for the purpose of reviewing the Contractor's report of actual progress, and obtaining from the Contractor (following his meeting with all concerned Subcontractors and suppliers) up-to-date and accurate progress data.
- B. Before the date of Application for Progress Payment, the Project Expediter shall produce copies of all reports referred to in the contract documents.
- C. The submission and approval of progress updates and the reports calculating the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an integral part and basic element of the application upon which Progress Payments shall be made pursuant to the provisions of the General Conditions. The Contractor shall be entitled to progress payments only as determined from the current updated and approved Project Cost Report. Each month the updated and approved Project Cost Report shall be attached to AIA form G702 in submitting payment applications.
- D. Due to the fact that the Schedules and Reports System may not be fully operational before thirty (30) days after the Notice to Proceed, the Contractor may be due one Provisional Progress Payment for mobilization, overhead, procurement of bonds and insurance, and

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general conditions. However, no payment for work will be approved until the Contractor has complied with the provisions of this Section.

- E. The following outlines the Contractor's pay cycle process Payment cycle (Payment check issued on approximately the 15th on the following month):
 - 1. Current month construction progress status approved by Design Consultant by 20th of the month.
 - 2. Current month Payment Application approved by Design Consultant, and Owner by 25th of the month.

2.00 CONTRACTOR'S ORGANIZATION

The Contractor shall maintain, as part of its organization, a staff/or consultant of sufficient knowledge in the use and application of CPM in a Primavera P6 compatible format and whose responsibility will be to prepare input information for the Detailed Construction Schedule, monitor progress, provide input for updating and revise logic diagrams when necessary.

2.01 SPECIFIC DATES

The Contractor is required to adhere to the Specific Dates as set forth in the Contract Documents.

2.02 RECOVERY SCHEDULE

Pursuant to the General Conditions, should the Project Coordinator / Expediter's approved Project Construction Schedule fall behind schedule to the extent that any of the critical activities, or specific milestone dates or completion dates fall behind by 14 days or more, or in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager are in jeopardy, the Contractor shall be required to, at no extra cost to the Owner, prepare and submit to the Owner, Design Consultant and Project Expediter a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how they intend to reschedule those activities to regain compliance with the Project Construction Schedule during the immediate subsequent pay period. This recovery schedule must indicate how the contractor / contractors intend to make up the delay in the project, either by additional shifts, additional work days (weekends & holidays), or by additional crews or crew sizes.

2.03 NETWORK REVISIONS

- A. Should the Contractor, after approval of the initial Project Construction Schedule, desire to change his plan of construction, he shall submit his requested revisions to the Engineer, Owner, Owner's rep & Program / Construction Manager along with a written statement of the revisions including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and Specific Dates and the reasons for the revisions. The Contractor shall revise his schedule to include the effect of Changes, acts of God or other conditions or events which have affected the network. If the requested changes are acceptable to the other Prime Contractors, the Engineer, Owner,

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Owner's rep & Program / Construction Manager, and they do not adversely impact any Milestone or Completion Dates, they will be incorporated into a revised Approved Project Construction Schedule, to be compiled and produced by the Project Expediter in the next reporting period. All costs associated with such revision shall be at the sole expense of the contractor.

- B. When the Owner orders changes by Change Order which have the potential to impact the Contract milestones or Specific Dates stipulated in the Contract Documents, a Revised Network will be prepared by the Contractor and provided to the Engineer, Owner, Owner's rep & Program / Construction Manager for concurrence or revision as he deems necessary. After the revised network has been mutually agreed upon, it will be incorporated into a revised Project Construction Schedule, to be compiled and produced by the Project Expediter. Change Order logic will affect only those activities and performance dates directly concerned. Adjustments in Scheduled intermediate Completion Dates or for the Contract as a whole will be considered only to the extent that there is insufficient remaining float to absorb these changes.
- C. Any change to the approved Project Construction Schedule must be approved in writing by the Engineer, Owner, Owner's rep & Program / Construction Manager.
- D. Neither the updating or revision of approved Project Construction Schedule nor the submission, updating, change or revision of any report or schedule submitted to Engineer, Owner, Owner's rep & Program / Construction Manager by Contractor under this Section nor Owner's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Contractor's obligations under this Contract.

2.04 FLOAT TIME

- A. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Detailed Construction Network. Contractor's work shall proceed according to early start dates, and the Engineer, Owner, Owner's rep & Program / Construction Manager shall have the right to reserve and apportion float time according to the needs of the project. The Contractor acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any effect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.
- B. Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustment for the activity or activities affected by any condition or event which entitles the Contractor to a time extension exceed the total float or slack along the path of activities affected at the time of Notice to Proceed of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.

2.05 REQUESTED TIME ADJUSTMENT SCHEDULE:

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- A. The updated approved Project Construction Schedule submitted by Project Expediter shall not show a completion date later than the Contract Time, subject to any time extensions approved by Owner. If Contractor believes he is entitled to an extension of the Contract Time under the Contract Documents, Contractor shall submit to Owner and Design Consultant, a separate schedule analysis (entitled "Requested Time Adjustment Schedule") indicating suggested adjustments in the Contract Time which should, in the opinion of Contractor, be made in accordance with the contract Documents by time extension, due to changes, delays or conditions occurring during the past month or previously, or which are expected or contemplated by Contractor (whether such conditions are excusable under the Contract or are alleged to be due to Contractor or Owner fault); this separate schedule, if submitted, shall be time-scaled utilizing a computer generated and computer-drawn network analysis schedule, unless otherwise approved by the Engineer, Owner, Owner's rep & Program / Construction Manager and shall be accompanied or preceded by a formal time extension request as required by the Contract and a detailed narrative justifying the time extension requested.
- B. Neither the Engineer, Owner, Owner's rep & Program / Construction Manager shall have any obligation to consider any time extension request unless the requirements of all of the Contract Documents, are complied with the Owner shall not be responsible or liable to Contractor for any constructive acceleration due to failure of Owner to grant time extensions under the Contract Documents should Contractor fail to substantially comply with the submission requirements and the justification requirements of this Contract for time extension requests. Contractor's failure to perform in accordance with the approved Project Construction Schedule shall not be excused, nor be chargeable to Owner, because Contractor has submitted time extension requests or a "Requested Time Adjustment Schedule."

2.06 COORDINATION

- A. The Contractor shall coordinate his work with that of other contractors and shall cooperate fully with the Engineer, Owner, Owner's rep & Program / Construction Manager in maintaining orderly progress toward completion of the work as scheduled. The Engineer, Owner, Owner's rep & Program / Construction Manager decisions regarding priority between the Contractor's work and the work of other contractors at the site shall be final. If the Contractor's critical path work is delayed by the Engineer, Owner, Owner's rep & Program / Construction Manager decision, the Contractor shall submit any required time extension requests to the Owner in accordance with the Contract Documents.
- B. The milestone dates referred to in the Contract Documents for delivery of Owner-furnished equipment and materials and interface activities of other contractors on the site are based on dates set forth in separate contracts with the Owner.
- C. Failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other construction contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager a delay in the Contractor's critical path work, in which case the provisions of the General Conditions regarding extensions of time and extra work shall apply.

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- D. The Contractor shall keep himself, and his subcontractors, advised at all times during the course of the Work regarding delivery status of Owner-furnished equipment and materials and of the progress of construction work being performed under separate contracts.
- E. The Engineer, Owner, Owner's rep & Program / Construction Manager will, upon written request by the Contractor, furnish delivery information which may be available to the Engineer, Owner, Owner's rep & Program / Construction Manager.

2.07 SCHEDULE OF OFF-SITE ACTIVITIES

- A. The Contractor shall include in his Detailed Construction Network all procurement related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the Engineer, Owner, Owner's rep & Program / Construction Manager, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Detailed Construction Schedule. The schedule of off-site activities shall include, but is not limited to, the following:
 - 1. Dates for submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
 - 2. All significant activities to be performed by the Contractor during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, delivery; and
 - 3. Contractor's drawings and submittals to be prepared and submitted to the Design Consultant.
- B. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that the construction progress shall be maintained according to the approved Project Construction Schedule for the Work as approved by the Engineer, Owner, Owner's rep & Program / Construction Manager.
- C. The Engineer, Owner, Owner's rep & Program / Construction Manager shall be advised in writing by the Contractor whenever it is anticipated by the Contractor that the delivery date of any material and/or equipment furnished by the Contractor for installation will be later than the delivery date shown on the schedule, subject to schedule updates.
- D. Submittals, equipment orders and similar items are to be treated as schedule activities, and shall be given appropriate activity numbers.
- E. The Contractor, in developing his off-site and procurement schedules, will ensure that off-site activities do not control the critical path of on-site activities.

2.08 CONTRACTOR COVENANTS AND GUARANTEES

- A. Contractor covenants and guarantees that Contractor will not:
 - 1. Misrepresent to Engineer, Owner, Owner's rep & Program / Construction Manager its planning scheduling or execution of the Work;

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2. Utilize schedules materially different from those made available by Contractor to the Engineer, Owner, Owner's rep & Program / Construction Manager or any Subcontractor or separate Contractors for the direction, execution and coordination of the Work, or which are not feasible or realistic.
 3. Prepare schedules, updates, revisions or reports for the work which do not accurately reflect the actual intent or reasonable and actual expectations of Contractor and its Subcontractor as to:
 - (a) The sequences of activities,
 - (b) The duration of activities,
 - (c) The responsibility of activities,
 - (d) Resources availability,
 - (e) Labor availability or efficiency,
 - (f) Foreseeable weather conditions,
 - (g) The value associated with the activity,
 - (h) The percentage complete of any activity,
 - (i) Completion of any item of work or activity,
 - (j) Project milestone completion,
 - (k) Delays, slippage's, or problems encountered or expected,
 - (l) Subcontractor requests for time extensions or delay claims of subcontractors, and
 - (m) Float time
- B. Contractor's failure to substantially comply with the foregoing covenant and guarantee shall be a substantial and material breach of contract which will permit Owner to terminate Contract for default, or withhold payments under the Contract Documents, and shall entitle Owner to the damages afforded for misrepresentation or fraud by these Contract documents or applicable law.
- C. Should Contractor fail to substantially comply with the provisions of the Contract documents relating to planning, scheduling and execution of the Work by the overall project schedule, Owner and the Design Consultant shall have the right, at their option, after five (5) days notice, to retain the services of scheduling consultants or experts (including attorneys if necessary in their opinion) to prepare a schedule in accordance with the Contract Documents and to review and analyze same, in order to allow Engineer, Owner, Owner's rep & Program / Construction Manager to evaluate the program of the

CONSTRUCTION SCHEDULES & REPORTS

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Work by Contractor, to determine whether Contractor is substantially complying with the Contract Documents, and to direct such action on the part of the contractor to ensure that Contractor will meet the Project's Construction Schedule and all Milestone and Completion Dates. All costs incurred by Owner in preparing the schedule hereunder shall be charged to the responsible Contractor(s). If Contractor fails to substantially comply with the scheduling and execution of the work requirements of the Contract Documents, Contractor hereby agrees to pay all costs for a 3rd party scheduling consultant (selected by the Owner) for the development and twice monthly updating of the construction schedule.

2.09 DEFAULT

Failure of the Contractor to substantially comply with the requirements of this Section shall constitute reason that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the Contract times and shall be considered grounds for termination by the Owner, pursuant to the General Conditions.

END OF SECTION 01 32 16

SUBMITTALS

Section 01 33 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Shop Drawings.
 - 4. Product Data.
 - 5. Samples.
 - 6. Quality assurance submittals.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
 - 3. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

SUBMITTALS

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.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The [Architect/Engineer] reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 2 weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineersufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the [Architect/Engineer].
 - d. Name and address of the Contractor.

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- e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Spec section number & name
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
- 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 15 days after the date established for "Commencement of the Work."
- 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 - 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- 1. When revisions are made, distribute 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 construction activities.
- C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

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.6 SUBMITTAL SCHEDULE

A. A submittal schedule is required for this project. The schedule shall be organized based upon the technical specification index for divisions 2-49 of this project.

.7 DAILY CONSTRUCTION REPORTS

A. Prepare a weekly construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer at monthly intervals:

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, and losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and startups.
13. Partial Completions, occupancies.
14. Substantial Completions authorized.

.8 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).
7. Initial Submittal: Submit 2 blue- or black-line prints for the Engineer's review. The Engineer will return one print.
8. Final Submittal: Submit 3 blue- or black-line prints and 2 additional prints where required for maintenance manuals, plus the number of prints needed by the Engineer for distribution. The Engineer will retain 2 prints and return the remainder.

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- a. One of the prints returned shall be marked up and maintained as a "Record Document."
9. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

.9 PRODUCT DATA

- A. Collect Product Data into a single submittal for each specification section or each element of construction or system. Partial submittals will NOT BE accepted. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

.10 SAMPLES

- A. Samples are required as indicated in technical specification divisions 2-49 for this project.

.11 QUALITY ASSURANCE SUBMITTALS

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- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

.12 Engineer'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Report: The Engineer attach to each submittal a uniform, action summary sheet. The Engineer will mark the sheet appropriately to indicate the action taken, as follows:
 - 1. Final Unrestricted Release: When the Engineer marks a submittal "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. Final-But-Restricted Release: When the Engineer marks a submittal "Note Markings," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - 3. Returned for Resubmittal: When the Engineer marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 3300

SUBMITTALS



[PROJECT NAME HERE]

[photograph here]

**[CONTRACTOR
NAME HERE]**

TAG # 001

GUILFORD COUNTY SCHOOL BOARD POLICY

Descriptor Term: TOBACCO – SMOKE FREE WORKPLACE	Descriptor Code: CPGA
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Draft Date: February 15, 2001	Date Issued by Superintendent: February 23, 2001	Revised by Board: May 29, 2014
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The use of tobacco products on or in any school property, or at any school-sponsored activity or event (regardless of location), is prohibited. Tobacco products are defined as cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco or tobacco products. E-cigarettes are considered cigarettes for purposes of this prohibition and are not permitted.

This policy will be strictly enforced, as follows:

1. Employees in violation of this policy will be subject to disciplinary action.
2. Student discipline for infractions will continue to be as outlined in the Student Code of Conduct.
3. Others who violate this policy will be asked to appropriately dispose of tobacco products. If they do not promptly comply, they will be asked to leave school property immediately.

Strict enforcement of Sections (1) and (3) above will begin on April 17, 2001.

Based on Senate bill 530/S.L. 2013-165

CONSTRUCTION FACILITIES Section 01 52 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 Related Documents

- A. The General Conditions of the Contract apply to this section.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 Summary

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities required include, but are not limited to:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Telephone service.
 - 4. Storm and sanitary sewer.
 - 5. Natural gas service and distribution.
- C. Temporary construction and support facilities required include, but are not limited to:
 - 1. Temporary climate conditioning.
 - 2. Field office and storage sheds.
 - 3. Temporary roads and paving.
 - 4. Sanitary facilities, including drinking water.
 - 5. Temporary enclosures.
 - 6. Hoists
 - 7. Temporary Project identification signs
 - 8. Waste disposal services.
 - 9. Rodent and pest control.
 - 10. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities required include, but are not limited to:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Sidewalk bridge or enclosure fence for the site.
 - 4. Environmental protection.
- E. The responsibility to install, maintain, and remove this Work shall be the General Contractor's. Temporary facilities provided by the Contractor include, but are not necessarily limited to:

Water service and distribution (including irrigation well(s)),
or water storage tanks as required.
Temporary electric power and light.
Telephone service
Storm water
Sanitary sewer.
Temporary climate conditioning
Field office for Owner and General Contractor (Owner's
office to be located in the General Contractor's office trailer).
Furnished with desk, chair, file cabinet, power, phone, data
outlets and internet access.

CONSTRUCTION FACILITIES Section 01 52 00

Field offices & storage sheds for Contractors & subcontractors
Temporary roads and paving
Sanitary facilities, including drinking water
Temporary enclosures
Hoists
Temporary Project identification signs and bulletin boards
Waste collection and disposal services
Rodent and pest control.
Construction aids and miscellaneous services and facilities
Temporary fire protection.
Barricades, warning signs, lights.
Sidewalk bridge or enclosure fence for the site.
Environmental protection.
Protection of stored materials
Stairs (temporary and permanent)

1.3 Definitions

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 Use Charges

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.5 Submittals

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures/performance on temporary utilities.
- B. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within fifteen (15) days of the Notice to Proceed.
- C. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 Quality Assurance

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.

CONSTRUCTION FACILITIES Section 01 52 00

4. Police, Fire Department and Rescue Squad rules.
 5. Environmental protection regulations.
 - B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC for industry recommendations.
 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electrical service. Install services in compliance with National Electric Code and NFPA 70.
 - C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- 1.7 Project Conditions
- A. Temporary Utilities: At the earliest feasible time, and when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
 - B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention and safety measures. Do not operate facilities or utilities in a manner causing overloads, or interference's with Work progress. Do not allow hazardous, dangerous, unsanitary or public nuisances to develop. Regularly inspect and promptly correct non-conforming conditions.
 - C. The General Contractor is responsible to maintain the area inside the construction fencing and or limits of construction for the duration of the project. This includes cutting the grass and weed eating along the fence and around any objects weekly, and picking up trash and debris on a daily basis.

PART 2 - PRODUCTS

2.1 Materials

- A. General: Provide new materials suitable for the use intended; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used.
- B. Pavement: Comply with Division 32 Section "Asphalt Paving."
- C. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Lumber and Plywood: Comply with requirements in Division 6, Section "Rough Carpentry."
- E. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.
- F. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- G. Paint: Comply with requirements in Division 9 painting Sections.

2.2 Temporary Facilities

- A. General: Provide equipment suitable for the use intended; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 20 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle

CONSTRUCTION FACILITIES Section 01 52 00

- on each wall. Furnish room with conference table, chairs, and 4-foot by 8 foot tack board.
- 3. Drinking water and private toilet.
- 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
- 5. Lighting fixtures capable of maintaining average illumination of 40 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- D. Electrical Outlets: Provide properly configured NEMA polarized outlets that prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset buttons and pilot lights for connection of power tools and equipment within 100 ft of all work areas.
- E. Electrical Power Cords: All Contractors shall provide UL tested and labeled, grounded extension cords of an appropriate gauge for the intended application; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- F. Lamps and Light Fixtures: Provide GFCI protected general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- G. HVAC: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical aerated re-circulating type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
- I. First Aid Supplies: Comply with governing regulations.
- J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "ABC" fire extinguishers for temporary office and similar spaces. In other locations, provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes suited for the exposures.
 - 1. Comply with NFPA 10 and 241 for classification extinguishing agent and size required by location and class of fire exposure.
 - 2. Provide a designated fire watch individual with welding blankets and welding screens as required to limit risks associated with welding, cutting and burning.
- K. Temporary Project Sign: Provide a construction sign as described herein, in format indicated following this section, in a location directed by the Architect/Owner. The Project sign shall be double faced, two-directional sign consisting of two sheets of 3/4" X 4' 0" x 8' 0" exterior grade plywood, attached with 1/4" diameter bolts through two 4 x 4 wood posts set 3' 0" deep in compacted earth. The format shall be as indicated following this section and will include Owner's name and logo, project title, Architect's name and logo, and Contractor's name and

CONSTRUCTION FACILITIES

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logo. Additionally, provide directional information signs to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.

PART 3 - EXECUTION

3.1 Installation, General

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
- C. The cost for installation, maintenance, removal or use of temporary facilities and utilities are not chargeable to the Owner or Architect and will not be accepted as a basis of claims for a Change Order.
- D. All temporary utilities' operational expenses shall be borne by the General Contractor, unless otherwise indicated.
- E. Utilities or facilities not referenced in this section for installation, but required for the full development of the Project shall be installed and maintained in a workmanlike manner. The cost for unspecified facilities shall be borne by the General Contractor if reasonably inferable from the Construction Documents.

3.2 Temporary Utility Installation

- A. General: Engage the appropriate Utility Company to install temporary service or connect to existing service. Where the Utility provides only part of the service, provide the remainder with matching compatible materials and equipment; comply with the Utilities recommendations.
 - 1. Arrange with the Utility and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - 2. Obtain easements to bring temporary utilities to the site, where the Owners easements cannot be used for that purpose.
 - 3. Provide adequate capacity at each stage of construction. Prior to temporary utility availability provide trucked-in services.
 - 4. Cost or use charges for temporary facilities are not chargeable to the Owner or Architect and will not be accepted as the basis of claims for a change order.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Construct irrigation well(s) as required to maintain grass and landscaping. See Division 1 Section "Allowances" for additional information.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary HVAC systems: Provide temporary climate conditioning in any building area until the permanent HVAC system is operational, especially if the current Project schedule indicates the start of the ceiling tiles, carpeting, wood casework, or other environmentally sensitive system or material. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy. The General Contractor

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must include in his critical path schedule provisions for electrical power, natural gas service, water, sewer and storm drainage utilities to be fully functional and available to enable the HVAC systems to be operated as required to facilitate the installation of the ceiling tile, carpet or wood casework, or other environmentally sensitive system or material. He shall assume responsibility for providing heating or cooling after the current Project schedule indicates the start of the ceiling tiles, carpeting, or wood casework. The permanent systems in any area of the building shall not be started unless all doors and windows in exterior walls are installed, or suitable temporary construction is in place and building is relatively dust free (i.e., floors are broom clean, drywall finishing and paint spraying are completed). If in the Architect's sole opinion, conditions exist sufficient to comprise the "quality of the system" at the date of Acceptance by the Owner; the authorization to startup the permanent systems shall be withheld until such time as the unsatisfactory conditions are corrected. The additional cost to maintain the operation of the temporary heating or cooling system shall be the Contractor's. Systems shall operate sufficiently to maintain the minimum temperature and relative humidity of the designed system +/- 15 percent.

- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: When overhead floor or roof deck has been installed, provide GFCI protected temporary lighting with local switching. Install and operate temporary lighting that will fulfill security and protection requirements and provide adequate illumination for construction operations and traffic conditions. The temporary lighting system shall be installed in a manner such that it can be operated without operating the entire electrical system.
- H. Telephone Service: Provide temporary telephone service for the use of all personnel engaged in construction activities throughout the construction period. Install a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants. Provide a dedicated telephone line for each facsimile machine and computer in each field office. At each telephone post a list of important telephone numbers.
 - 1. Provide superintendent with cellular telephone for use when away from field office.
- I. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully.
 - 1. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
 - 2. If sewers are not available or cannot be used, provide and maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
- J. Storm water control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction sufficient to prevent flooding by runoff of storm water from heavy rains. Promptly remove and replace soils that become unsuitable for their intended purpose because of failure to comply with this requirement.
- K. The warranty on all equipment will be extended from start-up to one (1) year past the date of substantial completion of the Project. Extended warranties such as five year compressor warranties shall be extended beyond the period established by the actual start-up date of the equipment as defined herein.

3.3 Support Facilities Installation

- A. The General Contractor will locate field office, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access in the areas designated for same. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion and restore the site to the condition prior to

CONSTRUCTION FACILITIES Section 01 52 00

mobilization, unless otherwise directed. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to the Owner.

- B. The General Contractor will provide non-combustible construction for offices, shops and sheds located within the construction area or within thirty (30) feet of building lines. Comply with requirements of NFPA 241.
- C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas where possible. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install sub-base and base for temporary roads and paved areas according to Division 32 Section "Earth Moving".
 - 3. Recondition base after temporary use, including removing contaminated material, regading, proof-rolling, compacting, and testing.
 - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire fighting equipment and access to fire hydrants.
- E. De-watering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Parking: Provide temporary parking areas for construction personnel.
- G. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- H. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities.
 - 1. Where climate conditioning is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of conditioning. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely with non-combustible wood framing and other materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
 - 4. Separate occupied areas of existing facilities from the construction areas with enclosures and dust partitions as needed.
- I. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Rodent and Pest Control: Before deep foundation Work has been completed, (if applicable) retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of

CONSTRUCTION FACILITIES Section 01 52 00

pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials. Submit the recommendations and reports of the exterminator to the Architect for review.

- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.
- L. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevator.

3.4 Security and Protection Facilities Installation

- A. Do not change over from use of temporary security and protection facilities to permanent facilities until Substantial completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations”.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires.
 - 4. Provide supervision of welding operations, combustion type temporary heating units and similar sources of fire ignition.
- C. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and soils might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful levels of noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- F. Protection Of Installed Work
 - 1. Protect installed work and provide special protection where specified in individual specification Sections.
 - 2. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
 - 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
 - 4. Protect, with durable sheet materials, finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
 - 5. Prohibit traffic on landscaped areas.
- H. Protection of Roof and Water-proofing
 - 1. Protect from damage due to subsequent construction operations.

CONSTRUCTION FACILITIES Section 01 52 00

2. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, comply with recommendations for protection from waterproofing or roofing material manufacturer.
3. For construction materials stored on the roof, store over plywood, particleboard, or other approved protection board. Do not exceed the design load with stored materials and other anticipated live loads.
4. Do not store construction materials on roof and flashing.
5. Where mechanical and other construction work is performed from the roof, the immediate area shall be protected with plywood, particleboard, or other approved protection board. Where construction workers are likely to walk protect similarly. Contractor shall provide protective covering on the roof after roofing is installed.
6. Remove protection board from the site upon completion of the work.

3.5 Operation, Termination and Removal

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by adverse weather conditions.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Prevent water filled piping from freezing.
 3. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
 2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other chemical compounds and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances as required by the governing authority.
 3. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters not less than once a month and clean inside of ductwork.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 01 52 00

CLOSEOUT PROCEDURES Section 01 77 00

Guilford County Schools
Grimsley High School
Football Field Lighting ProjectGENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Guilford County School's personnel.
 - 6. Final cleaning.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. GC to prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Guilford County Schools of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Guilford County Schools unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Guilford County Schools. Label with manufacturer's name and model number where applicable.

CLOSEOUT PROCEDURES Section 01 77 00

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer, Owner, Owner's Rep or Program / Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, Owner, Owner's Rep or Program / Construction Manager, that must be completed or corrected before certificate will be issued.
 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Final Completion must be achieved within 30 calendar days of Substantial Completion.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer, Owner, Owner's Rep or Program / Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will accept for review, a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- B. Organize list of spaces in sequential order.

CLOSEOUT PROCEDURES Section 01 77 00

1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer, Owner, Owner's Rep or Program / Construction Manager reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 1. 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
 6. Provide a spreadsheet inventory list of all filters, sizes, locations, etc. prior to Substantial Completion.

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- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 working days of completion of designated portions of the Work that are completed and occupied or used by Guilford County Schools during construction period.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Utilize the format of the attached Warranty and Closeout index at the end of section 01 78 36 Warranties.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy duty dividers with pre-numbered plastic coated tabs for each separate warranty. Provide a typed description of the product or installation on the index (see example at the end of this section). Include the spec section number, name of the

CLOSEOUT PROCEDURES Section 01 77 00

product, and the name, address, and telephone number of the Installer on the Contractor and Supplier List at the front of the warranty binder.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor. Use the spine & cover sheet examples at the end of this section as templates.
4. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

E. Provide 3 hard copies, and 1 electronic copy in Portable Document Format (PDF), of all closeout documents to Engineer for distribution to Owner. This includes O & M Manuals, Project Documents, As-Built Drawings, Approvals, Certificates, and all warranty information. PDF is to be verified as fully searchable and Indexed by spec section number, or by plan section and page number for drawings, and the index shall be fully linked with the document pages.

F. O & M BINDERS

1. Bind O & M Data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Utilize the format of the attached O & M index at the end of this section.
2. Provide heavy duty dividers with pre-numbered plastic coated tabs for each separate Maintenance Manual. Provide a typed description of the product or installation on the index (see example at the end of this section). Include the spec section number, name of the product, and the name, address, and telephone number of the Installer on the Contractor and Supplier List at the front of the O & M binder.
3. Identify each binder on the front and spine with the typed or printed title "Operations & Maintenance," Project title or name, and name of the Contractor. Use the spine & cover sheet examples at the end of this section as templates.
4. Provide additional copies of each required warranty, as necessary, for inclusion in each related section of O & M Binder.

G. INSTRUCTIONS FOR CLOSEOUT BINDERS

1. GCS will provide a Pdf or Microsoft Word and Excel files to the contractor for each project with the format information for the three ringed **Warranty Binders and O & M Binders**. The Prime contractor(s) will prepare 4 identical Warranty/Closeout binders and 4 identical sets of O&M binders with original documents in each binder.

There will be a **minimum of 8 binder total** (4 each for Warranty / Closeout and 4 each for O&M with original documents) submit three (3) to the Engineer for review and forwarded to GCS if acceptable. The fourth copy of the binders is to be kept by the contractor as a back-up set, in case the originals are lost in transit between offices.

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A table of contents and corresponding numbered divider tabs will be included and MUST be utilized to identify and separate the contents. If the table of contents and numbered tabs are not utilized, the manuals will not be reviewed and will be rejected.

2. The Warranty and O&M table of contents was taken directly from the Specifications, if any of the items listed do not apply (have been deleted/changed by change order **insert an “exception sheet” behind the corresponding numbered tab** (samples attached) with the following information:

- a. Item that was changed, deleted or not required with a signature block for the contractor.

Note: DO NOT leave a blank space behind a tab. If the information is located somewhere else put a copy of it behind the appropriate tab or put a sheet behind the tab stating exactly where the information is located (i.e. “Product data is included on the shop drawing.”).

3. Operation and Maintenance manuals must have operation and maintenance instructions. Submittals are not acceptable replacements for operation and maintenance instructions. If submittals are submitted instead of O&M information the manuals will not be reviewed and will be rejected. Operation and Maintenance manuals **must also contain** copies of approved **Submittal Product Data and Shop Drawings**. **Shop Drawings should be numbered with the appropriate spec section number, compiled in spec section order and submitted as a rolled up drawing set with the O & M manuals. Small format shop drawings (i.e. 11 X 17 and smaller) should be 3-hole punched and placed in the O&M binder behind the appropriate tab.**

Where multiple O & M Binders are required to complete a single set, indicate the Volume # of the set # (IE. Volume 1 of 2), and the Tab #s included in each binder (IE. Tabs 1 thru 25).

The Engineer is to ensure that there are no blank tabs in the binders before forwarding them to GCS.

4. Provide following information on the cover and spine of each manual:

Name of School or Project

Name of the Manual, i.e., **Warranty & Closeout Manual** or **O&M Manual**.

Contractor's Name

Contract Type i.e. **General Prime Contract (if multi-prime project) or Single Prime Contract**

Name of Engineer/Engineer

Date of substantial completion

Volume _____ of _____

Tabs _____ Thru _____

5. Please make sure the following conditions are adhered to:

- All warranties must be made out to the owner, (i.e. Guilford County Schools) and contain the project name and address.

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- All warranties must have proof of authenticity. Contractor and installer warranties must be signed originals specifying project, owner and warranty period commencing from the date of substantial completion. The document can state “from substantial completion” or give the actual Engineer certified date. Either of the following is considered acceptable for manufacturers’ warranties: An original manufacturer warranty with name of project, owner and date of substantial completion, a manufacturer warranty accompanied by an original letter from the manufacturer bearing original or electronic signatures of manufacturer, certifying the authenticity of the manufacturer’s standard warranty naming project, school, and date of substantial completion; a manufacturer’s warranty accompanied by a manufacturer’s agent original signed letter certifying the authenticity and naming project, owner and date of substantial completion. A manufacturer’s agent certification will only be considered acceptable if it is accompanied by a signed letter from the manufacturer verifying the agent has Power of Attorney or specific authority to authenticate the manufacturer’s warranty as “project specific”.
- Check that warranties include labor where specified.
- The Prime contractor’s corporate seal (if a corporation) is required on section 0065 23 warranty.
- The commencement date for all warranties is the date of substantial completion. This date shall be listed on the warranty or shall say “from the date of declared substantial completion”. A manufacturer’s warranty on equipment shall always cover the gap from early start up to the date of substantial completion. This is a part of the contract and a cost of the work.
- Warranties cannot contain conditional clauses (such as “this warranty is not or shall not become effective until the contractor has been paid in full”).
- **A separate training letter and associated sign in sheet are required for each owner training session.** A list of required training sessions will be included in the warranty closeout document binder.
- Stock Materials shall be transported to the GCS Maintenance Department at 3920 Naco Rd., Greensboro, NC, or other location designated by Guilford County Schools. A copy of the signed transmittal showing delivery of stock materials took place is to be included in the warranty closeout binder.
- An As-Built Survey showing “line and grade” is required to be submitted and approved by the civil engineer for all site work, site utilities and buildings installed under this contract.
- All keys listed below shall be turned over to the owner in one submission package accompanied by a signed itemized transmittal identifying the contents of the submission. A copy of the signed transmittal is to be included in the warranty closeout binder along with the hardware suppliers “key letter” sent to the owner under separate cover when the door hardware keys were sent.
 - Door hardware keys in a key box (sent directly to GCS by the hardware supplier with separate transmittals)
 - Kitchen equipment keys
 - Walk-in cooler & freezer keys
 - Roll up door & grill keys
 - Elevator keys
 - Electrical panel keys – two (2) per panel
 - HVAC controls panel keys
 - Fire alarm panel keys - two (2) per panel

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- Security alarm panel keys
- Sound system cabinet keys
- Hose bib / wall hydrant keys - two (2) per hose bib / wall / hydrant
- Classroom teacher's cabinet keys – two (2) per lockable cabinet
- Generator Keys
- Press Box / Announcer's Box Keys – 2 minimum
- Fire Alarm Device Keys – two (2) per device
- Access Panel door keys

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Final Cleaning is the responsibility of the General Contractor. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Pressure wash all concrete and paved surfaces.

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- d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. Remove snow and ice to provide for safe access to facility. Continue providing this service until substantial completion has been achieved.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults / closets, manholes, attics, mezzanines and similar spaces.
 - h. Sweep concrete floors broom clean with sweeping compound.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; have carpets professionally shampooed / cleaned if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - m. Remove any paint from "UL" and similar labels, including mechanical and electrical nameplates.
 - n. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar drippings, and other foreign substances.
 - o. Replace parts subject to unusual operating conditions.
 - p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains from water exposure.
 - q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of all diffusers, registers and grilles.
 - r. Clean ducts, blowers and coils.
 - s. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and those noticeably dimmed by hours of use, and defective and / or noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - t. GC to be responsible for professional final cleaning of the interior of the building to include six (6) coats of wax on all VCT or hard surface flooring.
 - u. All fixtures to be wiped clean. Food Service equipment to be cleaned. The GC warrants that it will provide the facility in a "white glove test" condition to the Owner.
 - v. GC to be responsible for final cleaning of building exterior to include windows and all horizontal and vertical surfaces.
 - w. GC to pressure wash all exterior hard surfaces.
 - x. GC to provide the same cleaning as listed herein for adjacent spaces that have been effected by the construction process.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Guilford County Schools' property. Do not discharge volatile, harmful, or

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dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

- D. Pest Control: Engage an experience, licensed exterminator to make a final inspection and rid Project of any rodents, insects, and other pests. Exterminator to provide a written report to Owner prior to Substantial Completion being awarded.
- E. The following quantities of extra materials are part of the project base bid and shall be turned over to the owner at the end of the project. Additional items listed in various specification sections are also required to be turned over to the owner at the end of the project.

Spare Parts
Extra Stock Materials –To Owner at Project Completion

Guidelines Section	Title	EXTRA STOCK
09 90 00	Paint –Fortouch ups	5 gallons of each color

END OF SECTION 0177 00

Example - Operations & Maintenance Index

XYZ Middle School - Addition & Renovation

Tab #	Spec Section	Title	As-Builts	O & M	Product Data	Shop Drawings
1	02361	Termite Control			x	
2	02510	Water Distribution				
		Valve & Accessories		x	x	
		Water Meters & Accessories			x	
		Backflow Preventers and Assemblies			x	
		Fire Hydrants			x	
		Fire Dept. Connections			x	
		Protective Enclosures				
3	02530	Sanitary Sewage System - Piping			x	
4	02620	Subdrainage			x	
5	02630	Storm Drainage				
		Special Pipe Fittings			x	
		Backwater Valves			x	
		Drains			x	
		Channel Drainage System			x	
		Storage & Leaching Chambers			x	
		Manholes			x	x
		Catch Basins			x	x
		Stormwater Detention			x	x
6	02741	Hot Mix Asphalt Paving			x	
7	02751	Cement Concrete Pavement			x	
8	02764	Pavement Joint Sealants			x	
9	02794	Synthetic Grass Surfacing		x	x	x
10	02795	Reinforced Grass Paving			x	
11	02540	Running Track Surfaces		x	x	x
12	02810	Irrigation System		x		x
		Sprinkler Heads			x	
		Valves: Manual and Automatic			x	
		Controllers			x	
		Valve Boxes			x	
		Pipe & Fittings			x	
		Wire & Connectors			x	
		Quick Coupling Valves			x	
		Rain Sensors			x	
		Grounding Equipment			x	
		Air Vacuum/ Relief Valves			x	
		Miscellaneous Materials			x	
13	02812	Irrigation Pump System		x		
		Centrifugal Pump			x	
		VFD Drive			x	
		Control Panel			x	

XYZ Middle School - Addition & Renovation

Tab #	Spec Section	Title	As-Builts	O & M	Product Data	Shop Drawings
		Flow Switch			x	
		Pressure Switch			x	
		Check Valve			x	
		Gate Valve			x	
		Pipe & Fittings			x	
		Level Sensors			x	
14	02821	Chain Link Fences & Gates			x	
15	02832	Segmental Retaining Walls			x	x
16	02881	Outdoor Athletic Equipment			x	x
17	02920	Seeding			x	
18	02925	Sprigging			x	
19	02930	Exterior Plants			x	
20	03300	Cast In Place Concrete			x	
21	03410	Structural Precast Concrete - Plant Cast			x	x
22	03451	Plant Precast Architectural Concrete Wall Units			x	x
23	04810	Unit Masonry			x	
24	05120	Structural Steel			x	x
25	05210	Steel Joist			x	x
26	05310	Steel Deck			x	x
27	05500	Metal Fabrications				x
28	05511	Metal Stairs				x
29	05513	Alternating Tread Metal Stairs				x
30	05521	Pipe & Tube Railings				x
31	05811	Architectural Joint Systems			x	x
32	06402	Interior Architectural Woodwork			x	x
33	06420	Paneling			x	x
34	07115	Bituminous Dampproofing			x	
35	07170	Bentonite Waterproofing			x	x
36	07210	Building Insulation			x	
37	07331	Roof Garden System		x	x	
38	07411	Metal Roof Panels			x	x
39	07412	Metal Wall Panels		x	x	x
40	07552	SBS Modified Bituminous Membrane Roofing		x	x	x
41	07620	Sheet Metal Flashing & Trim			x	x
42	07716	Roof Expansion Assemblies			x	x
43	07720	Roof Accessories			x	x
44	07811	Sprayed Fire Resistive Materials			x	
45	07841	Through Penetration Firestop Systems			x	
46	07842	Fire Resistive Joint Systems			x	
47	07920	Joint Sealants			x	
48	08111	Standard Steel Doors & Frames			x	x
49	08211	Flush Wood Doors			x	x
50	08331	Overhead Coiling Service Doors			x	x

XYZ Middle School - Addition & Renovation

Tab #	Spec Section	Title	As-Builts	O & M	Product Data	Shop Drawings
51	08332	Overhead Coiling Counter Doors			x	x
52	08411	Aluminum Framed Entrances & Storefronts			x	x
53	08520	Aluminum Windows			x	x
54	08711	Door Hardware			x	
55	08800	Glazing			x	
56	08911	Glazed Aluminum Curtain Walls			x	x
57	09220	Portland Cement Plaster			x	
58	09310	Ceramic Tile			x	
59	09511	Acoustical Panel Ceilings			x	
60	09622	Resilient Sports Floor Covering		x	x	
61	09641	Wood Stage Floor		x	x	
62	09642	Wood Stage Floor Assemblies			x	
63	09651	Resilient Floor Tile			x	
64	09653	Resilient Wall Base & Accessories			x	
65	09680	Carpet		x	x	
66	09771	Fabric Banners			x	
67	09841	Acoustical Wall Panels		x	x	x
68	09912	Painting			x	
69	09960	High Performance Coatings			x	
70	10101	Visual Display Surfaces			x	
71	10125	Bulletin Boards & Display Cases			x	
72	10155	Toilet Compartments			x	x
73	10190	Cubicles			x	
74	10200	Louvers and Vents			x	x
75	10350	Flagpoles			x	x
76	10431	Signs			x	x
77	10505	Metal Lockers		x	x	x
78	10520	Fire Protection Specialties			x	
79	10671	Metal Storage Shelving			x	
80	10675	Prefabricated Wood Storage Shelving			x	x
81	10801	Toilet and Bath Accessories			x	
82	10900	Miscellaneous Specialties			x	
83	11050	Library Casework and Equipment			x	x
84	11062	Folding and Portable Stage		x	x	x
85	11063	Stage Curtains		x	x	
86	11067	Sound Reflector Panels			x	x
87	11132	Projection Screens			x	
88	11400	Food Service Equipment		x	x	x
89	11451	Residential Appliances		x	x	
90	11490	Gymnasium Equipment		x	x	x
91	11610	Laboratory Fume Hoods		x	x	x
92	12351	Music Instrument Storage Casework			x	x
93	12355	Institutional Casework			x	x

XYZ Middle School - Addition & Renovation

Tab #	Spec Section	Title	As-Builts	O & M	Product Data	Shop Drawings
94	12362	Wood Laboratory Casework			x	x
95	12491	Horizontal Louver Blinds			x	x
96	12610	Fixed Audience Seating			x	x
97	12660	Telescoping Stands		x	x	x
98	13126	Grandstands		x	x	x
99	13915	Fire Suppression Piping	x	x	x	x
100	13921	Electric Driven Antifugal Fire Pump		x	x	x
101	14240	Hydraulic Elevators		x	x	x
102	15055	Motors		x	x	
103	15071	Mechanical Vibration & Siesmic Controls			x	x
104	15080	Mechanical Insulation			x	
105	15110	Valves			x	
106	15122	Meters and Gages			x	x
107	15140	Domestic Water Piping			x	
108	15150	Sanitary Waste and Vent Piping			x	
109	15181	Hydronic Piping			x	
110	15185	Hydronic Pumps			x	
111	15194	Fuel Gas Piping			x	
112	15221	Chemical Waste Piping		x	x	
113	15410	Plumbing Fixtures		x	x	
114	15412	Emergency Plumbing Fixtures		x	x	
115	15415	Drinking Fountains & Water Coolers		x	x	
116	15430	Plumbing Specialties				
		Backflow Preventers and Water Regulators		x	x	
		Balancing valves, water filters & strainers		x	x	
		Thermostatic water mixing valves & water tempering valves		x	x	
		Water hammer arresters, air vents & trap seal primer valves & systems			x	
		Drain valves, hose bibbs, hydrants & hose stations		x	x	
		Outlet boxes and washer supply outlets			x	
		Backwater valves, cleanouts, floor drains, open receptors, trench drains & roof drains			x	
		Air-admittance valves, vent caps, vent terminals & roof flashing assemblies			x	
		Grease Interceptors		x	x	x
		Sleeve penetration systems			x	
		Trap seal primer valves & systems		x	x	
117	15441	Domestic Water Pumps		x	x	x
118	15450	Potable Water Storage Tanks			x	
119	15486	Fuel-Fired Water Heaters		x	x	x
120	15513	Condensing Boilers		x	x	x
121	15550	Breechings, Chimneys & Stacks			x	x
122	15622	Thermal Storage		x	x	x
123	15626	Rotary Screw Water Chillers		x	x	x

XYZ Middle School - Addition & Renovation

Tab #	Spec Section	Title	As-Builts	O & M	Product Data	Shop Drawings
124	15635	Refrigerant Monitoring & Safety Equipment		x	x	x
125	15641	Open-Circuit, Mechanical Draft Cooling Tower		x	x	x
126	15725	Modular Indoor Air Handling Units		x	x	x
127	15732	Rooftop Air Conditioning Units		x	x	x
128	15738	Split System Air Conditioning Unit		x	x	
129	15756	Plate and Frame Heat Exchangers		x	x	x
130	15767	Propeller Unit Heaters		x	x	
131	15785	Air to Air Energy Recovery Units			x	
132	15815	Metal Ducts				x
133	15816	Fabric Ducts			x	
134	15820	Duct Accessories				
		Backdraft dampers			x	
		Volume dampers			x	
		Motorized control dampers		x	x	
		Fire dampers			x	
		Duct silencers			x	
		Turning vanes			x	
		Duct mounting access doors			x	
		Flexible connectors			x	
		Flexible ducts			x	
135	15840	Air Terminal Units		x	x	
136	15855	Diffusers, Registers and Grilles			x	
137	15900	HVAC Instrumentation and Controls	x	x	x	x
138	16060	Grounding and Bonding			x	x
139	16072	Electrical Supports and Seismic Restraints			x	x
140	16075	Electrical Identification			x	
141	16120	Conductors and Cable			x	
142	16130	Raceways and Boxes			x	
143	16139	Cable Trays			x	x
144	16140	Wiring Devices			x	
145	16145	Lighting Control Devices			x	
146	16231	Packaged Engine Generators		x	x	x
147	16269	Variable Frequency Controllers			x	x
148	16289	Transient Voltage Suppression			x	
149	16410	Enclosed Switches and Circuit Breakers			x	
150	16415	Transfer Switches			x	
151	16420	Enclosed Controllers			x	
152	16441	Switchboards			x	
153	16442	Panelboards			x	
154	16461	Dry Type Transformers			x	
155	16491	Fuses			x	
156	16511	Interior Lighting		x	x	
157	16555	Stage Lighting		x	x	x

XYZ Middle School - Addition & Renovation

[illegible]

Section 01740
Warranty Index

Example - Warranty & Closeout Index
XYZ Middle School - Addition & Renovation

Date of Substantial Completion

Tab #	Spec Section	Title	Warranty Period
1		Cover Page	
2		Table of Contents	
3		Audit - Table of Contents	
4		Certificate of Substantial Completion	
5		Certificate of Occupancy	
6		Contractor and Supplier List	
7		Contractor's General Warranty on Letterhead	
8	00 6900	Contractor's General Warranty	1 year / 2 year Leaks
9	00 6910	Asbestos Free Warranty	
10	00 6920	Final Certificate & Release	
11	00 6930	Roofing System Warranty	5 year material 2 year labor
12	00 6940	Sealant Work Warranty	15 year
13	00 6950	Insulating Glass Replacement Labor Warranty	10 year
14	01 7400	Roofing Service Agreement	2 year
15	07 1326	Sheet Waterproofing	5 year material
16	07 5300	Membrane Roofing	15 Year
17	08 1429	Wood Doors	2 year labor
18	08 4113	Storefronts	2 year
19	08 4413	Curtainwalls	2 year
20	08 7100	Hardware	10 year
21	08 8000	Glazing	10 year
22	09 6816	Carpeting	Lifetime
23	10 1100	Display Cases	Lifetime
24	10 1426	Post and Panel Signs	5 year
25	10 2115	Toilet Compartments	15 year
26	10 2813	Toilet Accessories	15 year
27	10 5526	Parcel Lockers	10 year
28	23 8119	AC Units	5 year compressor
		Full Maintenance	1 year
29	26 4010	TVSS System	5 year
30	26 7020	FA System	2 year
31	31 3000	Termite Control	3 year

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Tab #	Spec Section	Title	Warranty Period

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Tab #	Spec Section	Title	Warranty Period
		CERTIFICATIONS, LETTERS & TEST REPORTS	
		<i>(Tab numbering shall be continuous following all Special Warranties)</i>	
32		Key Letter and Transmittal	
33		Stock Materials Letter and Transmittal	
34		Bus Lot Information	
35		Elevator Inspection Report	
36		Domestic Back Flow Preventer Test and Maintenance Report	
37		Fire Sprinkler Back Flow Preventer Test and Maintenance Report	
38		Fire Retardant Treatment Log	
39		Other Specified Training Letters / Sign-In Sheets	
40		Kitchen Equipment Index (item #, Qty, Mfr, Serial #, Cost)	
41		Valve Tag Listing - Mechanical	
42		NCDOL Boiler Test Report	
43		Kitchen Hood Suppressions System Test Report	
44		Chiller Test and Certification Report	
45		Controls Test and Certification Report	
46		Valve Tag Listing - Plumbing	
47		Certification of Sterilization of Potable Water	
48		Fire Sprinkler Inspection Report	
49		UL Certification for Lightning Protection	
50		Theatrical Lighting Instruction Sign-In Sheet	
51		Transformer Voltage Test Reports	
52		Lightning Rod Resistance Test	
53		Ground Resistance Test	
54		Ground / Neutral Isolation Test	
55		Receptacle Test	
56		Generator Set / ATS instruction Sign-In Sheet	
57		Generator Set Load Test Report	
58		Fire Alarm System Instruction Sign-In Sheet	
59		Fire Alarm Documentation (cert. form, written statement)	
60		Fire Alarm Test Reports	
61		Intercom System Instruction Sign-In Sheet	
62		Intercom System Test Reports	
63		Security Cabling Test Reports	
64		600 Volt Cable Test Reports	
65		CCTV Testing and Training Sign-In Sheet	
66		Security Camera Testing and Training Sign-In Sheet	

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Tab #	Spec Section	Title	Warranty Period
		FINAL APPLICATION FOR PAYMENT	
67	00 62 76	Pay Application Cover Sheet	
68		Application for Payment (AIA G702)	
69		Continuation Sheet (AIA G703)	
70		Sales Tax Statement - for Period	
71		MBE Appendix E - for Period	
72		Sales Tax Statement - Total for Project	
73		MBE Appendix E - Total for Project	
74		Payment of Debts (AIA G706)	
75		Release of Liens (AIA G706A)	
76		Consent of Surety (AIA G707)	
		ARCHITECTS LETTERS	
77		Red Lined As-Built Received & Acceptable	
78		Punchlist Completed	
79		Stock Material Delivery Receipt	
80		A/E Certification for NCDENR Water and Sewer	
81		As-Built Survey Received	
82		T & B and Commissioning Items Completed	

DEMONSTRATION AND TRAINING Section 01 79 00

Guilford County Schools
Grimsley High School
Football Field Lighting Project

PART 1 - GENERAL

1.1 Summary

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.

1.2 Coordination

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

PART 2 - PRODUCTS

2.1 Instruction Program

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. Motorized doors, including overhead coiling doors and security grilles.
 - 2. Equipment, including stage equipment, projection screens, food-service equipment, appliances, and laboratory fume hoods.
 - 3. Fire-protection systems, including fire alarm, and fire protection system.
 - 4. Conveying systems, including elevators.
 - 5. Laboratory equipment, including laboratory gas equipment and piping.
 - 6. Heat generation, including boilers, pumps, and water distribution piping.
 - 7. Refrigeration systems, including chillers, pumps, and distribution piping.
 - 8. HVAC systems, including air-handling equipment, air distribution systems, and terminal equipment and devices.
 - 9. HVAC instrumentation and controls.
 - 10. Electrical service and distribution, including transformers, switchboards, panel boards, and motor controls.
 - 11. Packaged engine generators, including transfer switches.
 - 12. Lighting equipment and controls.
 - 13. Communication systems, including intercommunication equipment.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.

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- f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
- 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:

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- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 Preparation

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.
- C. Provide copies of sign-in sheets for all training sessions.

3.2 Instruction

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Demonstration and Training: During instruction, start and demonstrate each piece of equipment, not just each type of equipment, to ensure proper operation and working condition of equipment.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.
- E. Video each training session and provide 3 copies of each video to the owner for their reference and use.

END OF SECTION 01 79 00