

ETC

7165 Columbia Gateway Drive, Columbia, Maryland 21046
Phone: (410)-312-4761 Fax: (410)-312-0482

**Request for Proposal
Exterior Rehabilitation Project**

Club Ocean Villas I Condominium

*108 120th Street
Ocean City, Maryland
ETC Project M2-4717
June 5, 2023*



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Engineering and Technical Consultants, Inc.

7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046
t 410.312.4761 f 410.312.0482

June 5, 2023

XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX

ATTENTION: Mr. XXXXXXXXXXXXXXXX

SUBJECT: Request for Exterior Rehabilitation Proposal
Club Ocean Villas I Condominium
108 120th Street
Ocean City, Maryland
ETC Project: M2-4717

Gentlemen:

Engineering and Technical Consultants, Inc. (ETC) is pleased to be serving as the Engineer to the Owner for the above referenced project and on their behalf, we respectfully request your proposal submission for exterior rehabilitation work.

THE WORK

The work you are being asked to submit for involves the replacement of all existing siding using new vinyl siding at the above referenced building. The following other items are included.

1. Full (100%) replacement of all wall sheathing.
2. Repairs to deteriorated wall framing on an as needed basis.
3. Removal and either reinstallation or replacement of all windows and doors.
4. Installation of a new weather barrier and associated flashings.

Provided in Appendix A to this proposal request are specifications and drawings. Prior to submitting a proposal, you are responsible for inspecting the project; determining areas, quantities, etc.; and determining existing conditions. If any questions or concerns arise, please contact us for clarification.

Professional Relationships That Endure...Over 30 Years!

Water Intrusion ♦ Roofing ♦ Structural ♦ Architectural ♦ Pavement ♦ Warranty/Reserve Studies ♦ Litigation Support

ACCESS

The property may be inspected during normal business hours. Please feel free to contact the property management staff (Connor Braniff at 410-251-8454) to arrange for site access.

PRE-BID MEETING

An on-site pre-bid meeting has been scheduled for XXXXXXXX, XXXXXXXXXXXX XX, 2023 at 1:00 pm. The purpose of this meeting is to help familiarize you with the work involved, such as specific details, proposed work areas, etc. and to answer any questions you may have concerning the project. Please contact our office as soon as possible to let us know whether or not you will be attending.

THE CONTRACT

The selected Contractor will be required to sign a contract with the Owner. This contract will be AIA Document A104, the 2017 edition of "Standard Abbreviated Form of Agreement Between Owner and Contractor." Additionally, Supplementary General Conditions are presented in Appendix B of this package, and these will be a part of the contract.

CONTRACT PAYMENT TERMS

The terms of payment for this contract will be as follows.

1. The Contractor may submit a monthly application for payment by the end of each calendar month for work performed.
2. All monthly applications for payment shall be only for completed (in-place) work, not stored materials, less ten (10) percent retainage.
3. The Contractor may request final payment (retainage) only after all punchlist work is totally complete and after all warranties, lien releases, etc. are properly executed and received.
4. The Contractor and Contractor's surety, if any, shall be liable for and shall pay the Owner the sum of five hundred dollars (\$500.00) as liquidated damages for each calendar day of delay (beyond the agreed contract date for substantial completion) until the work is substantially complete.

OTHER ITEMS/SPECIAL CONDITIONS

Due to the nature of this undertaking, there are several items that will be required.

1. Only limited on-site storage will be allowed. All parking space closures must be coordinated with the Owner prior to commencement of work. One trailer may be parked at the property to hold materials, equipment, etc. and the location shall be coordinated with and approved by the Owner. The designated storage area must be enclosed with a security fence and be locked after working hours.
2. Portable restrooms must be provided by the Contractor. The location shall be coordinated with the Owner.

3. Electric service will be provided where available; however, access to the electrical service will be the Contractor's responsibility.
4. Safe access/egress to/from the building and garage must be provided at all times. The Contractor will submit a written plan, acceptable to the Owner, for coordinating repair work at or above building entrances prior to execution of the Contract.
5. The Contractor will be required to prepare and submit a bar chart for his scheduled work and update the schedule weekly. All work that will affect the building and surrounding parking area use in any way must be coordinated in advance through the Owner.
6. Work is to be continuous from start date to completion, and the selected Contractor will be required to complete the work within the agreed time schedule.
7. All required building permits must be posted at the work site, and, upon completion of the project, the permit must be closed, and evidence provided for the same as part of the project close out procedure.

YOUR PROPOSAL

Please complete and return the proposal form attached in Appendix C. Your proposal must clearly present the following items.

1. Your price for the exterior rehabilitation work in accordance with the project specifications and drawings.
2. Your proposed cost for providing full payment and performance bonds for this work.
3. The time required (in calendar days) for completion of the work, including planned start and completion dates. Work is to be continuous from start date to completion and the selected Contractor will be required to complete the work within the agreed time schedule.
4. Your direct labor and material mark-up costs for any "extra" work required.
5. A listing of any subcontractor(s) proposed for use on this work, subject to the Owner's approval.
6. A listing of five references of similar completed projects less than five years old.

Your proposal must be submitted to:

Engineering and Technical consultants, Inc.
7165 Columbia Gateway Drive, Suite B
Columbia, Maryland 21046

ATTENTION: Mr. Kirk R. Parsons

Proposals are due by 4:00 PM on XXXXXXXX, XXXXXXXX XX, 2023.

Please contact us if any questions arise or if we can be of any assistance.

Very truly yours,

ENGINEERING AND TECHNICAL
CONSULTANTS, INC.

Kirk R. Parsons
Vice President

APPENDICES: A - Specifications and Drawings
 B - Draft Contract and Supplementary General Conditions
 C - Proposal Form

APPENDIX A
SPECIFICATIONS AND DRAWINGS

**EXTERIOR REHABILITATION SPECIFICATION
CLUB OCEAN VILLAS I
OCEAN CITY, MARYLAND
ETC PROJECT M2-4717**

Part 1 - GENERAL

1.01 Description of Work

- A. The Contractor shall provide supervision, labor, equipment, materials and implements to perform the work included in this specification. In general, the work will include the following items.
1. Obtain necessary permits prior to starting any required work.
 2. Coordinate, in advance, closure of work areas and staging with Owner's on-site representative.
 3. Install safety protective provisions to isolate work areas and protect vehicles, pedestrians, tenants, sidewalk areas, entrances and interior/exterior building components from the work.
 4. Perform an existing condition survey of the work areas. Provide written documentation to Owner and Engineer for review prior to starting work. Survey sheet shall include documentation of any existing damaged building components, mechanical equipment or any other concerns that may affect the integrity of the work and/or building. All work must be coordinated with the Owner and Property Manager.
 5. Remove existing siding and associated components/accessories.
 6. Remove all existing windows and doors.
 7. Remove all existing wall sheathing.
 8. Visually examine all exposed wall framing and insulation and report to Owner and Engineer of any conditions that will impact the work. Provide pricing to replace all noted deterioration.
 9. Install new ½" thick plywood wall sheathing.
 10. Install new building wrap and associated flashings over all wall sheathing.
 - a. Install new stainless steel ledger flashings at all balcony-to-wall interfaces.
 - b. Install new color-coated aluminum flashings around top of intersecting masonry walls.
 - c. Install new color-coated aluminum apron flashings along the top of intersecting roofs or sheds.
 - d. Install new membrane flashings around perimeter (tops and sides) of all windows and doors.
 - e. Install new membrane flashings at miscellaneous penetrations through the wall.
 11. Reinstall or install new windows and door assemblies.
 12. Install new trim as noted on the drawings, including:
 - a. Inside and outside corners; and
 - b. Window and door perimeters.
 13. Install new vinyl siding as indicated on the drawings. Include all associated accessories, including but not limited to starter strips, J-channel, corner trim and window and door trim.
 14. Install new color-coated aluminum wrap over existing rake and fascia boards.
 15. Install all new sealants as required.
 16. Remove and replace all dryer vent covers.

17. Clean areas soiled by the work area and remove all debris from site.
 18. Provide written material and labor warranties for all the work performed.
- B. The Supplementary General Conditions and the manufacturers' recommendations and requirements are hereby made a part of this document as fully as if repeated herein and shall be followed except where modified by this document.
- C. All materials containing hazardous materials (asbestos, lead, etc.) shall be handled in strict accordance with applicable, current local, state and/or federal guidelines and regulations.

1.02 Quality Control

- A. The manufacturer shall certify that all materials intended to be used in the system are acceptable and compatible for the intended end use.
- B. The work shall be performed only by a qualified contracting firm, which has been performing similar work for not less than five (5) years and is licensed to do work in the Commonwealth of Virginia. The qualified contracting firm shall also be approved (licensed, where applicable) by the materials manufacturers.
- C. The work will be inspected by the Owner's Engineer.
- D. A pre-work conference shall be convened by the Contractor at least one week prior to any work to review procedures and coordinate work with the Owner and his Engineer.
- E. The Owner, Owner's Engineer, and Contractor shall attend progress meetings (where appropriate). Meetings typically occur every two (2) weeks but will be scheduled at a frequency necessary to maintain proper communication.
- F. The Contractor will immediately make corrections and/or replacements of all deficient work noted by the Engineer. Any areas found to contain deformations, breaks, or other conditions that in the Engineer's opinion may adversely affect the life expectancy or performance of any building systems shall be repaired or replaced by the Contractor at the direction of the Engineer and at no extra cost to the Owner.
- G. All work shall be performed in accordance with the latest editions of the following industry standard references.
1. VSI - Vinyl Siding Institute
 2. SWRI - Sealant, Waterproofing and Restoration Institute
 3. MPI - Master Painters Institute
 4. SMA - Stucco Manufacturer's Association
 5. SMACNA - Sheet Metal and Air Conditioning Contractor's National Association
 6. ALSC - American Lumber Standard Committee
 7. SSPC - The Society for Protective Coatings
 8. IBC - International Building Code
 9. ANSI - American National Standards Institute
 10. ASTM - American Society for Testing and Materials
 11. OSHA - Occupational Safety and Health Administration

- H. Industry standards (based on the above references) will be used for all work in conjunction with this specification. The intent is to provide necessary general design criteria and to give the Contractor the opportunity to use his experience, skills and ingenuity to develop the most effective, long-lasting repairs that meets applicable industry standards.

1.03 Submittals

- A. Prior to delivery of materials, submit a detailed list of all materials to be used along with manufacturers' certifications that all materials meet or exceed specified requirements and that all materials are compatible for the intended use.
- B. Prior to starting work, the Contractor shall submit the following items for approval by the Owner and Engineer.
1. Three copies of manufacturer's data (catalog cuts) and Material Safety Data Sheets (MSDS) for each major product to be used, especially color charts for siding, sealants, metal, etc. (include certification or other data substantiating compliance with the requirements).
 2. Applicator's license certification (where available) for materials to be installed, including license number, expiration date, and proof of experience.
 3. Requested work and material storage areas as well as detailed working sequence/schedule.
 4. Shop drawings of all proposed details for use on the project are to be provided for the Engineer's review and comment/approval prior to starting work.
 5. Certificate(s) of insurance, evidencing required coverage limits, for the Contractor and all Subcontractors and if required, full payment and performance bonds.
 6. Any applicable building /construction permits issued from the appropriate local jurisdiction.
 7. Copies of all proposed written warranties including Contractor's labor and workmanship warranty and manufacturer's warranties.
 8. Any other item requested by the Engineer for clarification and/or documentation purposes.
- C. Additional shop drawings may be required because of field conditions encountered and it is the Contractor's responsibility to submit these drawings for review and approval by the Engineer.
- D. It is the Contractor's responsibility to obtain approval of all submittals (as listed above) prior to starting work. Unapproved materials or other items shall not be utilized.
- E. All submittals, samples and pay requests shall be sent to the Engineer:
- Engineering and Technical Consultants, Inc.
7165 Columbia Gateway Drive, Suite B
Columbia, Maryland 21046
- F. Prior to final payment, the Contractor shall submit the following items, which shall be in a written form acceptable to the Owner:
1. Applicable release of liens (covering the Owner and the Engineer);
 2. The Contractor's five (5) year (minimum) materials and workmanship guarantee (to encompass all work performed);

3. The siding manufacturer's twenty-five (25) year (minimum) guarantee; and
4. The sealant manufacturer's standard five (5) year (minimum) warranty for joint sealants.

1.04 Product Delivery, Storage and Handling

- A. All materials must be in the manufacturer's original sealed, unopened, dry, undamaged cans, tubes, etc. Cans, tubes and other containers must be clearly labeled with all pertinent information including material name, date manufactured, product code and, if pertinent, UL/FM labels.
- B. Store all materials in dry protected areas. Store materials free of ground or deck and cover completely to prevent intrusion of moisture. Control storage temperature in accordance with manufacturer's instructions (do not allow materials to freeze).
- C. Any damaged materials and any materials that are improperly delivered, stored or handled must be removed from the site.
- D. Do not store materials on any portion of any structure (sidewalk, pavement, stair landings, etc.) in concentrations large enough to cause damage or impose excessive stress or deflection.

1.05 Job Conditions

- A. Proceed with work only after all submittals are approved and pre-work conference is completed.
- B. The Contractor must examine all phases of work to be performed and notify the Owner, in writing, of any unsatisfactory conditions. The work may not proceed until conditions are satisfactory to all parties. The beginning of work will be considered the Contractor's acceptance of all conditions and prima facie evidence that surfaces are satisfactory.
- C. The work may proceed only when weather conditions are in compliance with the recommended limitations, and when conditions will permit the work to proceed in accordance with the project specification and the manufacturers' recommendations.
- D. Do not apply any primer, paint or sealant to a damp or frozen surface or when the temperature is below 40 degrees, Fahrenheit.
- E. Jobsite is to be cleaned of all debris daily. All debris removed should be directly loaded into a dumpster or truck at a location mutually acceptable to the Contractor and the Owner and not stockpiled at the site.
- F. All cleanup of paint materials (brushes, roller, etc.) shall be performed outside in a location acceptable to the Owner. No cleanup will be allowed at facilities located inside the buildings.
- G. Parking will be provided at designated areas only. Unless authorized otherwise by the Owner, no vehicles shall be left on-site overnight.

- H. The Contractor shall comply with (and compel his officers, employees, guests, invitees and those doing business with him to observe and obey) the safety and security requirements that may be promulgated by the Owner.

1.06 Project Safety and Protection

- A. The Contractor is solely responsible for providing protection (scaffolding, barricades, ribbons, signs, etc.) from damage or injury to people and property below and/or adjacent to the work area.
- B. The Contractor shall protect building surfaces, floors, landscaping, vehicles, personal property, etc. against drips, spills, etc.
- C. The Contractor shall provide barricades as necessary to prevent access to the balconies, where railings are removed.

PART 2 - PRODUCTS

2.01 Siding

- A. Vinyl Siding and accessories shall conform to all of the requirements established by ASTM Specification D 3679 such as manufactured by CertainTeed of Malvern, Pennsylvania.
 - 1. Horizontal Panels
 - a. Monogram XL
 - b. Panels shall be double dutch lap, four and one-half inches, with rough cedar finish.
 - c. Minimum .046 inch thick.
 - d. Colors to be selected by Owner from list of standard available colors.
 - 2. Vertical Panels
 - a. Board and Batten
 - b. Panels shall be single seven inches, with rough cedar finish.
 - c. Minimum .052 inch thick.
 - d. Colors to be selected by Owner from list of standard available colors.
- B. Protective Wrap: Tyvek Commercial Wrap as manufactured by DuPont of Wilmington, Delaware.
- C. Accessories:
 - 1. Membrane Flashing:
 - a. StraightFlash as manufactured by DuPont of Wilmington, Delaware for flanged rectangular windows and doors, metal flashings, etc.
 - b. FlexWrap as manufactured by DuPont of Wilmington, Delaware for curved windows.
 - 2. Joint Tape: Tyvek Tape as manufactured by DuPont of Wilmington, Delaware.
- D. Fasteners: Corrosion-resistant (aluminum or hot-dipped galvanized) nails with a minimum head diameter of 3/8 inch and of sufficient length to penetrate into studs/nailers/furring a minimum of 3/4 inch.

2.02 Synthetic Wood

- A. Trim: Cellular polyvinyl chloride (PVC) such as Synboard, manufactured by Biewer Lumber, Inc. of St. Clair, Michigan or AZEK Trimboards, manufactured by Vycom Corporation of Moosic, Pennsylvania.
 - 1. Size style/profile to match existing wood trim.

2.03 Wood Framing

- A. Wood Products, General
 - 1. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - a. Factory mark each piece of lumber with grade stamp of grading agency.
 - b. Provide dressed lumber, S4S, unless otherwise indicated.
 - c. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
 - 2. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - a. Allowable Design Stresses: Meet or exceed those indicated per manufacturer's published values determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Wood-Preservative-Treated Materials
 - 1. Lumber: AWPA Standard U1. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber.
 - 2. Preservative Chemicals: ACQ, or other treatment as required by the local authorities
 - 3. Mark each treated item with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
 - 4. Application: Treat items indicated on Drawings, and the following:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. All lumber exposed to the elements, including joists, decking, handrail components, and structural supports.
 - 5. Treat all cut ends of treated lumber with additional preservatives.
- C. Dimensional Lumber
 - 1. General: Of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
 - 2. Framing Other Than Non-Load-Bearing Partitions: Construction or No. 2 grade (or better) and the following species:
 - a. Southern pine; SPIB.
 - b. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
 - 3. Properties:
 - a. Modulus of elasticity of at least 1,600,000 psi

- b. Extreme fiber stress in bending of at least 1,250 psi (for 2x8 member)
- D. Timber and Miscellaneous Lumber
- 1. Provide miscellaneous lumber for support or attachment of other construction, including the following:
 - a. Blocking
 - b. Nailers
 - c. Furring
 - 2. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 19 percent maximum moisture content of any species.
 - 3. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 - a. Mixed southern pine, No. 2 grade; SPIB.
 - b. Eastern softwoods, No. 2 Common grade; NELMA.
- E. Miscellaneous Materials
- 1. Fasteners: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
 - a. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
 - b. Power-Driven Fasteners: CABO NER-272.
 - c. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers or equivalent strength Stainless Steel hardware, as indicated above.
 - 2. Metal Framing Anchors: Made from hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
 - a. Available Manufacturers:
 - 1) Alpine Engineered Products, Inc.
 - 2) Cleveland Steel Specialty Co.
 - 3) Harlen Metal Products, Inc.
 - 4) KC Metals Products, Inc.
 - 5) Silver Metal Products, Inc.
 - 6) Simpson Strong-Tie Company, Inc.
 - 7) Southeastern Metals Manufacturing Co., Inc.
 - 8) United Steel Products Company, Inc.
 - b. Research/Evaluation Reports: Provide products acceptable to authorities having jurisdiction and for which model code research/evaluation reports exist that show compliance of metal framing anchors, for application indicated, with building code in effect for Project.
 - c. Allowable Design Loads: Meet or exceed those indicated per manufacturer's published values determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.04 Paint

- A. Steel Elements:
- 1. Primer:
 - a. Sherwin-Williams; Macropoxy 646.
 - b. Or Engineer's Approved Equivalent.

2. Finish (two coats):
 - a. Sherwin-Williams; Acrolon 218 HS Polyurethane.
 - b. Or Engineer's Approved Equivalent.
- B. Wood Elements:
1. Primer:
 - a. Sherwin-Williams; Exterior Wood Primer.
 - b. Or Engineer's Approved Equivalent.
 2. Finish (two coats):
 - a. Sherwin-Williams; Pro Industrial Acrylic.
 - b. Or Engineer's Approved Equivalent.
- C. General:
1. Material Compatibility: Provide block fillers, primers, base coat and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 2. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for the application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 3. Colors: As selected by the Owner from manufacturer's full range.

2.05 Joint Sealants

- A. Elastomeric Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Urethane Sealants (routed joints and cants)
1. Sika Corporation, Inc.; Sikaflex-15LM.
 2. BASF; MasterSeal NP1.
 3. Tremco Corp.; Dymonil.
 4. Or equivalent as approved by the Engineer.
 - b. Type and Grade: S (single component) and NS (non-sag).
 - c. Class: 25.
 - d. Uses Related to Exposure: T (traffic).
 - e. Color: To be selected by Owner.
- C. Joint-Sealant Backing: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
1. Cylindrical Sealant Backing: ASTM C1330, Type C (closed-cell material with a surface skin) or any types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.05 Sheet Metal

- A. Color-Coated Aluminum: Conforming to Federal Specification SAE-AMS QQ-A-250C, Alloy 3003 or ASTM B209-06.
 1. Finish shall be seventy percent (minimum) Kynar 500.
 2. As supplied by Alliance Metals of West Chester, Pennsylvania.
 3. Unless noted otherwise, color and finish will be chosen by the Owner from selections available from manufacturer. Submit standard color charts prior to starting work.
- B. Mill Finish Stainless Steel: Conforming to Federal Specification QQ-S-766c annealed or fully annealed, or ASTM A-167, Type 302/304 with Mill Rolled 2D Finish.
 1. Microflex as manufactured by Washington Steel Products Company of Washington, Pennsylvania.
- C. Repair Metal: For repairing existing metal work, use metal that completely matches the existing in regards to size, type, thickness (gauge), color, finish, etc.

2.06 Accessories

- A. Dryer Vent Covers: Plastic cover with hinged baffle.

PART 3 - EXECUTION

3.01 Inspection and Preparation

- A. Provide suitable barriers and protection to isolate and protect work areas, including elevators, hallways and individual units from traffic, pedestrians, etc.
- B. Contractor to provide pedestrian traffic control devices (i.e., signs, etc.) to direct occupants around work areas.
- C. Install needed protection in a manner to prevent dust and debris, water, etc. from entering the unit during the work.
- D. Prior to starting work, Contractor must survey work area and document all existing damage not included in the work scope. Damaged items/elements may include windows or doors, damage to balconies, walkways, etc. Sealants, coatings or other debris on building surfaces and any other damaged surfaces or elements must also be noted in writing prior to starting work. Provide written cost quotations for any needed repair, replacement, maintenance, etc. outside of the scope of this contract. Once work begins any/all damage in work areas not previously documented will become the Contractor's responsibility to repair (at his expense).

- E. Inspect all building fixtures that may affect or be affected by the siding replacement (including but not limited to gutters and downspouts, dryer exhaust outlets, gas fireplace exhausts, ventilation louvers, lighting fixtures and photovoltaic controls, etc.) for functionality and suitability for reuse (physical damage, deterioration, unsightly appearance, etc.).
 - 1. Report any damage, malfunctions, etc. to the Owner and provide written cost quotations for needed repair, replacement, cleaning, etc. Once siding work is started, all building fixtures in work area become the responsibility of the Contractor who must perform whatever work is necessary to render them operable.

3.02 Demolition Work

- A. Remove and dispose of existing siding, trim and wall sheathing from designated areas.
 - 1. Carefully store all items to be reinstalled, such as downspouts, cables, etc.
- B. Remove existing windows, sliding glass doors and entrance doors.
 - 1. Carefully store all assemblies that are to be reinstalled.
- C. Only expose areas that can be properly sealed/waterproofed each day. Dispose of all removed debris on a daily basis.
- D. Examine exposed building components (framing, insulation, etc.) for deterioration, damage and/or significant distortion. Provide pricing for replacement of any exposed deteriorated component as an extra to the contract.
- E. Report to the Owner any surfaces that are not prepared properly to receive sheathing and/or siding or related components. The starting of work by the Contractor shall be considered prima-facie evidence that surfaces are satisfactory. Beginning of work means general acceptance of substrate.

3.03 Wood Replacement

- A. Set replacement carpentry members to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table 2305.2, "Fastening Schedule," in the BOCA National Building Code.
- D. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

- E. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- F. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions. Provide corner brackets where beams intersect with other beams or splice plates where they abut existing beams.
- G. Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
- H. Where replacing structural members, provide temporary shoring during the replacement work to support components above. Provide shoring plan stamped by a Professional Engineer licensed in the Commonwealth of Virginia for review prior to performing structural repairs.

3.04 Sheathing Installation

- A. Install new wall sheathing over existing framing in accordance with industry standards and applicable building codes.
 - 1. Install sheathing even and uniform, using full sheets where-ever possible.
 - 2. Stagger joints 4 feet.
 - 3. Secure sheathing with screws spaced at 6-inches on center on ends and 8-inches on center along intermediate supports.
 - 4. Shim sheathing as needed to address irregularities in the framing.

3.05 Weather Barrier and Flashing Installation

- A. Install new self-adhered membrane flashings along bottom of window and door opening prior to installation of windows and doors.
 - 1. Use full length pieced of membrane in all cases (no end laps).
 - 2. Roll membrane in place to assure proper adhesion.
- B. Install new 26-gauge stainless steel ledger flashing at all balcony/walkway to wall transitions.
 - 1. Incorporate hemmed drip edges at all exterior edges.
 - 2. Provide 6" wide laps and back-seal all laps in metal.
 - 3. Apply self-adhered membrane along top edge of metal flashings.
- C. Install new building wrap and associated flashings over entire area to be resided in strict compliance with manufacturer's requirements.
 - 1. Install horizontally from bottom to top, starting at the lower boundary of the siding, with head laps of at least 12 inches. Fasteners (nails) shall be spaced so as to allow no appreciable sags/distortion of the material.
 - 2. Side laps should be avoided if possible. If necessary, side laps shall be at least 12 inches and sealed with a tape supplied by the manufacturer for that purpose.
- D. Install new self-adhered membrane flashings around perimeter of all windows and doors as well as wall penetrations as detailed.
 - 1. Use full length pieced of membrane in all cases (no end laps).
 - 2. Roll membrane in place to assure proper adhesion.

- E. Install new .032" thick color-coated aluminum flashings where detailed.
 - 1. Fabricate metal with slope along horizontal edges of flashing.
 - 2. Incorporate hemmed drip edges at all exterior edges.
 - 3. Provide 6" wide laps and back-seal all laps in metal.
 - 4. Apply self-adhered membrane along top edge of metal flashings.

3.06 Siding and Trim Installation

- A. Install new PVC trim to match previous layout, sizing, etc. All installation shall comply with manufacturer's requirements.
 - 1. Chamfer all joints to shed water.
 - 2. Fill all fastener holes and sand flush.
 - 3. Miter joints at corners.
- B. Install new PVC cap along tops of upper balcony parapets.
- C. Install siding in accordance with manufacturer's requirements and installation instructions published by the Vinyl Siding Institute.
 - 1. Install horizontal starter strips level and in same locations as the existing vinyl siding starter strips and/or J channel that may have been installed in place of starter strips.
 - a. Allow space for installation of corners and 1/4-inch gap between strips.
 - b. Place fasteners in center of nailing slots.
 - c. Where siding extends to step flashings, base flashings and other roof elements, starter strips must be installed such that first course of siding is at least 1/2 inch above roof.
 - 2. Install J-channel along trim (top and sides).
 - a. Side/jamb members should be longer than the involved trim, by an amount approximately equal to the dimension of the nailing flange for the header J-channel and notched even with the top of the header trim/framing. Top members should be longer than the involved window/door framing/trim, by an amount approximately equal to the dimension of the nailing flange for the side/jamb J-channel and the bottom. It is the intent to have upper sections lap over lower sections, such that water will not be directed into joints.
 - 3. Position siding panel fasteners in center of elongated slots.
 - a. Leave a gap of 1/16 to 1/8 inch between fasteners and flanges.
 - b. Fasteners shall be driven straight (not angled).
 - c. Fasteners shall penetrate studs or furring strips and spaced every 16 inches, on center. Elongate slots if necessary to penetrate center third of stud/furring and accommodate expansion and contraction.
 - 4. Allow gaps of 1/4 inch between panels and trim if ambient temperature is above 40 degrees, Fahrenheit at the time of installation. Gaps shall be 3/8 inch between panels and trim if ambient temperature is below 40 degrees, Fahrenheit.
 - 5. Only full-sized panels shall be installed except as needed to fill short runs or to complete long runs.
 - 6. Laps shall be staggered by at least 3 feet for successive courses. Aligned joints must be separated by at least 2 courses.

- D. Fabricate and install .032" thick color-coated aluminum wrap over existing fascia and rake boards. Extend metal up under existing metal drip edge at roof and secure along bottom of board with screws spaced at 12" on center.

3.07 Paint Application

- A. Review other sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- B. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Perform adhesion tests to ensure material compatibility and specific surface preparation requirements.
 - 1. Provide barrier coats over incompatible primers or remove and re-prime.
 - 2. Apply suitable primer over all prepared steel and wood elements.
 - 3. Steel:
 - a. Obtain minimum SSPC-SP10 (near-white blast clean).
 - b. Prime same day as cleaned or before flash rusting occurs.
 - 4. Wood:
 - a. Ensure surface is clean, dry and sound.
 - b. Abrade existing paint surfaces, prior to application, or remove completely as determined through adhesion testing.
 - c. Fill all nail holes and small openings with caulk.
- C. Material Preparation:
 - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- D. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after substrate is completely dry, but no earlier than Manufacturer's written instructions.
 - 1. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is uniform finish, color, and appearance.
- E. Application Procedures: Apply paint by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- F. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- G. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags or other surface imperfections. Cut in sharp lines and color breaks.
- H. Allow adequate curing time between coats of paint as specified by the paint manufacturer.

- I. Provide “Wet Paint” signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- J. Painting Schedule
 - 1. Steel
 - 1) Primer: 1 coat
 - 2) Finish: 2 coats
 - 2. Wood
 - d. Primer: 1 coat
 - e. Finish: 2 coats

3.08 Joint Sealant Installation

- A. Remove existing joint sealant material within work area.
- B. Cleaning of Joints: Clean out joints immediately before installing sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - b. Clean non-porous surfaces by solvent wiping in accordance with ASTM C1193.
 - 2. Abrasive blast all joint surfaces to provide a surface texture CSP-4 and vacuum joints immediately prior to priming, preparing, and sealing.
- C. Joint Priming: Prime joint substrates based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer’s written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- D. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- E. Install sealant backings of type indicated to support sealants during application and at position required to product cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do no leave gaps between ends of sealant backings.
 - 2. Do no stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- G. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- H. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joints.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.
 4. Provide slightly convex joints at all horizontal rout and seal joints. Profile joints so when cured and covered with membrane, they will not be visible.
 5. Tool joints in one continuous stroke.
- I. Clean off excess sealant or sealant smears adjacent to joints as the work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.09 Sheet Metal Flashing Installation

- A. Install in accordance with manufacturer's instructions.
- B. Except as otherwise indicated, comply with SMACNA recommendations.
- C. Anchor units securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners wherever possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather-resistant.
- D. Protect installed products until completion of project.
- E. Touch-up, repair or replace damaged products before Substantial Completion.

3.10 Clean-Up

- A. Remove markings from finished surfaces. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- B. Bear costs of repairs and restoration of work of others damaged by Contractor's materials and/or operations.
- C. At completion, before Owner's acceptance, remove all debris and excess materials.
- D. Repair/replace and restore all construction found to be damaged upon completion and after demobilization. This excludes items documented by the Contractor prior to the start of work assuming such detailed documentation was provided to Owner and Engineer prior to the start of work.

**SLIDING GLASS DOOR AND WINDOW REPLACEMENT SPECIFICATION
CLUB OCEAN VILLAS I CONDOMINIUM
OCEAN CITY, MARYLAND
ETC PROJECT M3-4717**

PART I - GENERAL

1.01 Description of Work

- A. The Contractor shall provide all supervision, labor, equipment, materials and implements to perform all of the work included in this specification. In general, the scope of work will include the following items:
1. Install protection in the interior of the unit as required to prevent dust, weather, etc. from entering the unit.
 2. Cut and remove 6-inch-wide band of EIFS from around window and door assemblies to be replaced.
 3. Remove existing designated windows and sliding glass doors, including all sashes, frames, etc. as well as perimeter EIFS and properly dispose of in Contractor supplied dumpsters.
 4. Fabricate and install new sheet metal and membrane flashings along the bottom of the opening as detailed.
 5. Furnish and install new double hung window assemblies in accordance with manufacturer's and industry standards.
 6. Furnish and install new sliding glass door assemblies in accordance with manufacturer's and industry standards.
 7. Install new perimeter flashings around exterior perimeter of window and door assemblies as detailed.
 8. Restore EIFS and sealants to match existing conditions as close as possible.
 9. Clean all areas soiled by the work and remove all debris from the site. Areas that cannot be restored by cleaning shall be repaired by the Contractor with new, like materials specified by the Engineer and furnished by the Contractor, at no additional cost to the Owner.
- B. The Supplementary General Conditions and the manufacturers' current installation recommendations and requirements are hereby made a part of this specification and must be followed except where modified by this specification or State, City, County requirements.
- C. The following references shall be complied with during the work (latest editions of all pertinent publications at time of contract ratification). Where other details are needed, comply with the referenced standards except where more stringent requirements are established by the Engineer.
1. American National Standards Institute (ANSI) and the American Architectural Manufacturers Association (AAMA) standards
 2. American Society for Testing and Materials (ASTM)
 3. Sealant Waterproofing and Restoration Institution (SWRI and the SWRI Application Training Manual)
 4. Sheet Metal and Air Conditioning Contractor's National Association's Sheet Metal Manual (SMACNA)
 5. American Architectural Manufacturers Association (AAMA)
 6. Vinyl Siding Institute (VSI)

1.02 Quality Control

- A. The manufacturers shall certify that all materials intended to be used in the system are appropriate and compatible for the intended end use of the system.
- B. Contractor shall have manufacturers' representative(s) visit the project to review installation procedures. Letters from the manufacturer accepting the Contractor's procedures will be required for each major product.
- C. Installation shall be performed by a qualified contracting firm that has been performing similar work for not less than 5 years and is approved (licensed, where applicable) by the materials manufacturers and governing municipality (i.e. State, City, County, etc.) as required.
- D. The work will be inspected by the Engineer.
- E. A pre-work conference shall be convened by the Contractor at least one week prior to any repair work to review repair procedures and to coordinate work with the Owner and his Engineer.
- F. The Contractor will immediately make corrections and/or replacements of all deficient or non-conforming work noted by the Engineer. Any details found that, in the Engineer's opinion, may adversely affect the life expectancy or performance of the installed work must be repaired or replaced by the Contractor at the direction of the Engineer and at no extra cost to the Owner.

1.03 Submittals

- A. Prior to delivery of materials, Contractor must submit a detailed list of all materials to be used along with manufacturer's certification that all materials meet or exceed specified requirements and that all materials are appropriate and compatible for the intended use.
- B. Prior to starting work, the Contractor must submit the following items for approval by the Owner and Engineer.
 - 1. Three copies of manufacturer's data and Material Safety Data Sheets (MSDS) for each major product to be used (include certification or other data substantiating compliance with the requirements).
 - 2. Applicator's license certifications (if appropriate) for the materials to be installed, including license number, expiration date, and proof of experience.
 - 3. Requested work and material storage areas as well as detailed working sequence/schedule.
 - 4. Certificate(s) of insurance, evidencing required coverage limits, for the Contractor and all Subcontractors and if required, full payment and performance bonds.
 - 5. State and local contractor(s) license(s) and Federal Tax I.D. number.
 - 6. Shop drawings of all proposed details for use on the project, including protection provisions for the Engineer's review and comment/approval prior to starting work.
 - 7. Pre-construction property survey. See Section 3.01.
 - 8. Any other item requested by the Engineer for clarification and/or documentation purposes. Note that some additional shop drawings may be required because of field conditions encountered and it is the Contractor's responsibility to submit those drawings for review and approval by the Engineer.

- C. It is the Contractor's responsibility to obtain approval of all submittals (as listed above) prior to starting work. Unapproved materials or other items shall not be utilized, and will not be compensated by Owner.
- D. All submittals, samples and pay requests shall be sent to the Owner.
- E. The Contractor's on-site personnel shall check in every day with the on-site Owner's representative to inform him or her of daily progress and if requested, will also provide a signed, written report of progress made, personnel on-site and deliveries received.
- F. Prior to final payment, the Contractor shall submit the following items, which shall be in a written form acceptable to the Owner:
 - 1. Applicable release of liens (covering the Owner);
 - 2. The Contractor's five (5) year (minimum) workmanship guarantee (to encompass all work performed);
 - 3. The manufacturer's five (5) year, non-prorated, materials and workmanship guarantee;
 - 4. The manufacturer's ten (10) year (minimum) insulated glass warranty against visual obstruction due to internal moisture; and
 - 5. Manufacturer's written instructions regarding operation, care, and maintenance guidelines for the new windows.

1.04 Product Delivery, Storage and Handling

- A. Deliver all materials to the jobsite in the manufacturer's original sealed, unopened, dry, undamaged packages. Packages must be clearly labeled with all pertinent information including material name, date manufactured and product code.
- B. Store all materials in dry protected areas out of direct sunlight. Store materials free of ground or deck and cover completely to prevent intrusion of moisture. Control storage temperatures and exposure to sunlight in accordance with manufacturer's instructions.
- C. Do not store materials on the roofs, elevators, stairways, entry ramps or other elements in concentrations large enough to impose excessive stress on the building structure, components, etc.
- D. Any damaged or wet materials and any materials that are improperly delivered, stored or handled must be removed from the site.

1.05 Job Conditions

- A. Proceed with work only after all submittals are approved and pre- work conference is completed.
- B. The Contractor must examine all phases of work to be performed and notify the Owner, in writing, of any unsatisfactory conditions. The work may not proceed until conditions are satisfactory to all parties. The beginning of work will be considered the Contractor's acceptance of all conditions.

- C. The work may proceed only when weather conditions are in compliance with the various product manufacturers recommended limitations, and when conditions will permit the work to proceed in accordance with the project specifications and the manufacturer's recommendations.
- D. Do not apply any materials to damp or frozen surface.
- E. Protect building surfaces and interiors against damage from all aspects of the work.
- F. All construction areas are to be cleaned of all debris daily. All debris removed should be directly loaded into a dumpster or truck at a location acceptable to the Owner and not stockpiled on the ground or on the walkway decks.
- G. The Contractor shall comply with (and compel their offices, employees, guests, invitees, etc.) to safety and security requirements that will be instituted by the Owner as well as all federal and local requirements.
- H. On-site storage location(s) for materials, trailers, trash receptacles furnished by the Contractor, etc. will be identified by the Owner.

PART 2 - PRODUCTS

2.01 Sliding Glass Door Assemblies

- A. Vinyl composite sliding glass doors conforming to all requirements of ANSI/AAMA/NWDA 101/I.S.2-97 and shall be labeled under the AAMA 101/I.S.2-97 labeling certification program. Units shall be classified commercial grade.
 - 1. New door assemblies shall match existing in terms of style, size, and color.
 - 2. ANSI/AAMA Designations for each door type are as follows.
 - a. Doors: Minimum CW-45
 - b. Air infiltration: Maximum 0.10 cfm/sf
 - c. Water Resistance: No water intrusion at 6.75 psf test pressure.
 - 4. Submit certified test reports, not less than two years old that confirm conformance with all applicable performance requirements for the windows to be used.
 - 5. Additional performance requirements:
 - a. Thermal Transmittance (U-Value) must not exceed 0.35; and
 - b. Solar Heat Gain Coefficient (SHGC) must not exceed 0.40.
 - 6. In lieu of AAMA certification, submit a report from an AAMA certified laboratory that the window production for the building was audited and the units inspected are the same (as allowed by the AAMA certification program) as those submitted for testing to meet AAMA I.S.2-97 requirements.
- B. Glazing
 - 1. General: Sealed insulating glass units shall be CBA rated, tested, and approved in accordance with IGCC. Units shall carry the respective IGCC-CBA level certification on the glass spacer.
 - a. Panels shall be factory-glazed, double-sealed and supplied with a minimum ten (10) year manufacturer's guarantee including gasket seal, insulating glass seal and condensation.
 - b. All glazing shall comply with AAMA and IGCC recommendations as well as applicable ASTM and ANSI standards.

- c. Panels shall be clear annealed (ASTM C 1036), glass, tempered where required.
 - d. Glazing shall have no tint it is recommended that the Number 3 surface have a clear, low-emissivity (low-e) coating.
 - 2. Glazing shall be a minimum 7/8-inch, double panels with minimum 5/8-inch air space and minimum 1/8-inch-thick glass.
- C. Miscellaneous
 - 1. Vinyl shall be fully welded and sealed.
 - 2. Exterior and interior sill frame shall be sloped at least 5 degrees and shall be secured with fasteners that do not penetrate weep cavity.
 - 3. Fasteners must not bridge thermal barriers.
 - 4. Weeps must allow drainage to the outside under both negative and positive pressure.
 - 5. Back seal sill corners and fasteners.
- D. Accessories
 - 1. Provide manufacturer's standard aluminum-framed-mounted screens (fixed and operable) for operable doors. Weather stripping, hardware and glazing to meet applicable ANSI (AAMA standards).
 - a. Screen shall be 18 X 16 gray fiberglass screen cloth, securely held in place by means of a reusable vinyl spline.
 - b. Weather-stripping shall be 100% woven pile with Mylar center fins. Weather-stripping shall be secured to prevent movement.
 - 2. All hardware (including locks, access hardware, etc.) shall be equal to or exceed in quality the existing hardware (prior to replacement).
 - 3. All fasteners shall be stainless steel.
 - 4. All hinges and hardware to be non-ferrous stainless steel.
 - 5. Windows to include integral exterior brick mold or trim extensions.

2.02 Windows

- A. Vinyl composite windows conforming to all requirements of ANSI/AAMA/NWWDA 101/I.S.2-97 and shall be labeled under the AAMA 101/I.S.2-97 labeling certification program. Units shall be classified commercial grade.
 - 1. New window assemblies shall match existing in terms of style, size, and color.
 - 2. ANSI/AAMA Designations for each window type are as follows.
 - a. Windows: Minimum CW-45
 - b. Air infiltration: Maximum 0.10 cfm/sf
 - c. Water Resistance: No water intrusion at 6.75 psf test pressure.
 - 3. Submit certified test reports, not less than two years old that confirm conformance with all applicable performance requirements for the windows to be used.
 - 4. Additional performance requirements:
 - a. Thermal Transmittance (U-Value) must not exceed 0.35; and
 - b. Solar Heat Gain Coefficient (SHGC) must not exceed 0.40.
 - 5. In lieu of AAMA certification, submit a report from an AAMA certified laboratory that the window production for the building was audited and the units inspected are the same (as allowed by the AAMA certification program) as those submitted for testing to meet AAMA I.S.2-97 requirements.

B. Glazing

1. General: Sealed insulating glass units shall be CBA rated, tested, and approved in accordance with IGCC. Units shall carry the respective IGCC-CBA level certification on the glass spacer.
 - a. Panels shall be factory-glazed, double-sealed and supplied with a minimum ten (10) year manufacturer's guarantee including gasket seal, insulating glass seal and condensation.
 - b. All glazing shall comply with AAMA and IGCC recommendations as well as applicable ASTM and ANSI standards.
 - c. Panels shall be clear annealed (ASTM C 1036), glass, tempered where required.
 - d. Glazing shall have no tint it is recommended that the Number 3 surface have a clear, low-emissivity (low-e) coating.
2. Windows: Glazing shall be a minimum 7/8-inch, double panels with minimum 5/8-inch air space and minimum 1/8-inch-thick glass.

C. Miscellaneous

1. Vinyl shall be fully welded and sealed.
2. Exterior and interior sill frame shall be sloped at least 5 degrees and shall be secured with fasteners that do not penetrate weep cavity.
3. Fasteners must not bridge thermal barriers.
4. Weeps must allow drainage to the outside under both negative and positive pressure.
5. Back seal sill corners and fasteners.

D. Accessories

1. Provide manufacturer's standard aluminum-framed-mounted screens (fixed and operable) for operable windows. Weather stripping, hardware and glazing to meet applicable ANSI (AAMA standards).
 - a. Screen shall be 18 X 16 gray fiberglass screen cloth, securely held in place by means of a reusable vinyl spline.
 - b. Weather-stripping shall be 100% woven pile with Mylar center fins. Weather-stripping shall be secured to prevent movement.
2. All hardware (including locks, access hardware, etc.) shall be equal to or exceed in quality the existing hardware (prior to replacement).
3. All fasteners shall be stainless steel.
4. All hinges and hardware to be non-ferrous stainless steel.
5. Windows to include integral exterior brick mold or trim extensions.

2.03 Alternate Sliding Glass Door Assemblies

- A. Alternate window and door assemblies will be considered for use on this project. The alternate assemblies shall consist of aluminum-framed assemblies with dual strut thermal barriers conforming to all requirements of ANSI/AAMA/NWWDA 101/I.S.2 and must be labeled under the AAMA 101/I.S.2-11 labeling certification program.

1. Frame Finish: AAMA 2605 Kynar finish. Color to match existing.
2. Aluminum must be extruded shapes as detailed (and specified), grade 6063-T5 or better.

2.04 Sealants

- A. Polyurethane Sealants: Chemically and physically compatible for intended use; capable of withstanding movement up to 50 percent of crack or joint width; satisfactorily applied throughout a temperature range of 40 to 80 degrees F; Shore "A" hardness of maximum 50; non-staining, of a color satisfactory to the Owner. Prior to starting work, submit manufacturer's information and color charts for all needed sealants.
 - 1. Use a multi-part, ASTM C 920 polyurethane such as Dymeric 511 by Tremco or Sikaflex-2c by Sika for sealing EIFS-to-EIFS and EIFS-to-concrete joints.
- B. Silicone Sealants: Chemically and physically compatible for intended use; capable of withstanding movement up to 50 percent of joint width; satisfactorily applied throughout a temperature range of 40 to 80 degrees F; Shore "A" hardness of maximum 25; non-staining, Type-S, NS, Class 25 of a color satisfactory to the Owner. Prior to starting work, submit manufacturer's information and color charts for all needed sealants.
 - 1. Use a one-part ASTM C 920 silicone such as SilPruf SCS2000 manufactured by General Electric or Dow Corning 795 manufactured by Dow Corning for window, door and shutter perimeters and metal-to-metal joints.
- C. Backer Rod: Closed, non-gassing, cell foam type of appropriate size to meet the needs of field conditions.
- D. Bond Breaker: Pressure sensitive adhesive polyethylene tape.
- E. Joint Cleaners and Primers: As recommended by sealant manufacturer.
- F. Masking Tape: Pressure sensitive adhesive paper tape.

2.05 Sheet Metal

- A. Color-Coated Aluminum: Conforming to Federal Specification QQ-A-250d, Alloy 3003-H14 or ASTM B 209.
 - 1. Finish must be seventy percent (minimum) Kynar 500.
 - 2. As supplied by Petersen Aluminum Corporation of Elk Grove Village, Illinois.
 - 3. Unless noted otherwise, color and texture (smooth or embossed) will be chosen by Owner from selections available from manufacturer. Submit charts prior to starting work.
 - 4. Thicknesses noted in this specification are minimum requirements for the uncoated metal.

2.06 Miscellaneous Items

- A. Wood: Exterior-grade of the appropriate size to meet project needs. Where wood may be exposed to moisture, utilize pressure-treated lumber.
- B. Polyethylene Sheets: Reinforced polyethylene sheets for protection and sealing of interior of units.
- C. Insulation: Fiberglass batt insulation, for use around perimeter of frame.
- D. Membrane Flashing:

1. StraightFlash as manufactured by DuPont of Wilmington, Delaware for flanged rectangular windows and doors, metal flashings, etc.
2. FlexWrap as manufactured by DuPont of Wilmington, Delaware for sill installation.

PART 3 - EXECUTION

3.01 Inspection and Preparation

- A. Provide suitable barriers and protection to isolate and protect work areas, including elevators, hallways and individual units from traffic, pedestrians, etc.
- B. Contractor to provide pedestrian traffic control devices (i.e., signs, etc.) to direct occupants around work areas.
- C. Install needed protection in a manner to prevent dust and debris, water, etc. from entering the unit during the work.
- D. Removal of interior items, such as furniture, wall features, blinds, curtains, etc. shall be the responsibility of others.
- E. Prior to starting work, Contractor must survey work area and document all existing damage not included in the work scope. Damaged items/elements may include broken windows or doors, damage to balconies, walkways, etc. Sealants, coatings or other debris on building surfaces and any other damaged surfaces or elements must also be noted in writing prior to starting work. Provide written cost quotations for any needed repair, replacement, maintenance, etc. outside of the scope of this contract. Once work begins any/all damage in work areas not previously documented will become the Contractor's responsibility to repair (at his expense).
- F. Once interior protection is installed, remove existing windows and doors. Dispose of removed materials properly off the property.
- G. Examine all exposed conditions, drywall, trim, stud framing, etc. and notify Owner of conditions that could impact the work.

3.02 Installation

- A. Provide shop drawings for installation of new window and door assemblies. The drawings shall indicate installation details (i.e., flashings, securement, etc.) and shall be stamped by a licensed professional engineer in the State of Maryland.
- B. Install new self-adhered membrane flashings around the opening.
- C. Fabricate and install new .032-inch-thick color-coated aluminum flashings.
 1. Flashings must feature hemmed edges.
 2. The back edge of the flashings must have a slater's edge.
 3. Install new fully adhered membrane flashings over vertical leg of metal flashings along sides.
- D. Install new sliding glass door and window assemblies in accordance with manufacturer's requirements.
 1. Use only stainless steel fasteners.

2. Install units to achieve a weather-tight and freely operational condition.
 3. Maintain alignment with adjacent work. Secure assembly to openings, plumb, square and without distortion.
- E. Place insulation in shim spaces around unit perimeter, to maintain continuity of building thermal barrier.
- F. Install new flashings around perimeter of doors and windows to seal assemblies to wall sheathing.
1. Use primer where necessary to ensure adequate adhesion.
- G. Install sealant and related backing materials at perimeter of assembly, both interior and exterior joints.
- H. Remove all labels, stickers, etc. and leave units closed and locked.

3.03 Sealant Work

- A. Prior to placing sealant, properly prepare joints and surfaces, as required by the sealant manufacturer.
1. Where required by the sealant manufacturer, carefully prime and or solvent wipe surfaces that are to be bonded to the sealant.
 2. Place backer rod or bond breaker tape where applicable to control sealant depth and to prevent three-point bonding of the sealant in joints.
 3. Apply tape along the edges of joints so as to prevent sealant from bonding to exposed surfaces.
- B. Apply sealant in accordance with the sealant manufacturer's requirements and recommended practices, including application temperatures.
1. Properly fill horizontal joints, openings, etc. to prevent water from being retained on the finished sealant.
 2. Carefully tool the exposed sealant surface to help assure proper bond and to provide a smooth, attractive appearance.
 3. Where used, remove tape placed along joint edges.

3.04 Inspection and Clean-Up

- A. After completion of work in each unit, coordinate with Owner's Representative and Engineer for inspection and review of new window and door assemblies.
- B. Upon final review, remove protective measures and vacuum and clean all work areas and areas soiled by this work.
- C. Clean inside and outside faces of all window and door frames and glass. Also remove all visible labels and markings.
- D. Remove markings from finished surfaces. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- E. At completion, before Owner's acceptance, remove all debris and excess materials.

END OF SECTION

REPAIRS
PROJECT: M3-4717

OCEAN VILLAS | CONDOMINIUM ASSOCIATION
20TH STREET
↓ CITY, MARYLAND 21842

20TH STREET
↓ CITY, MARYLAND

- C-0
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6



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R-2

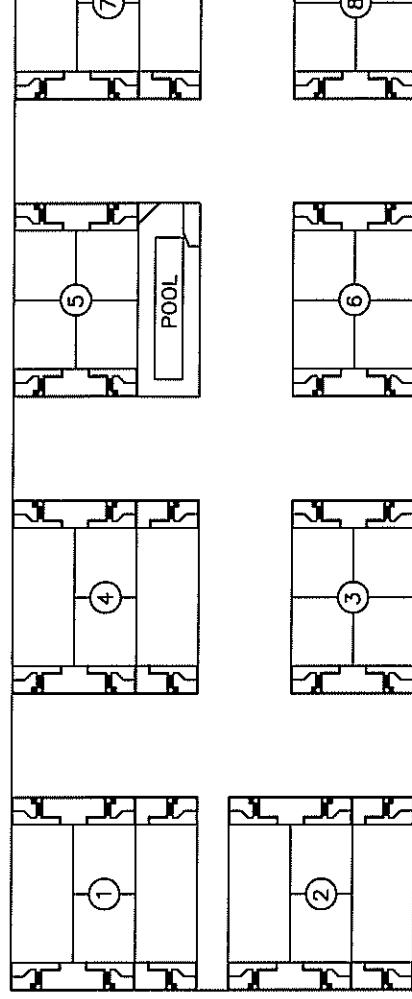
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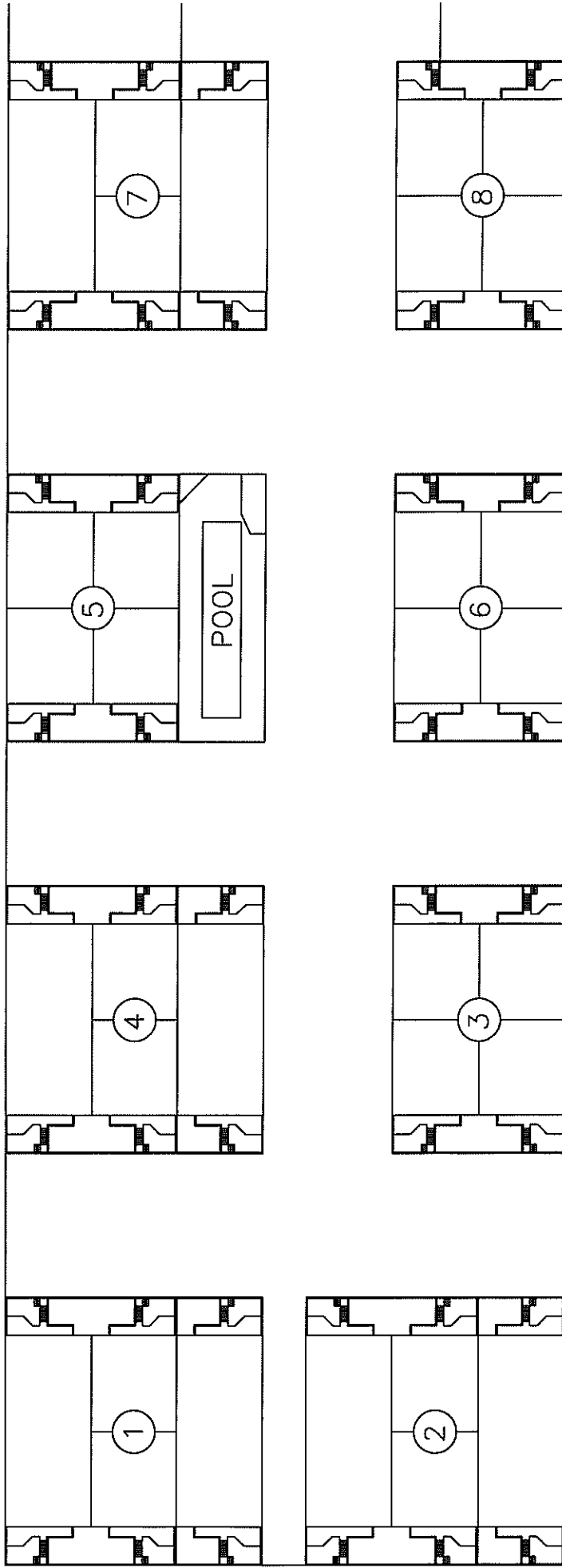
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40 PSF

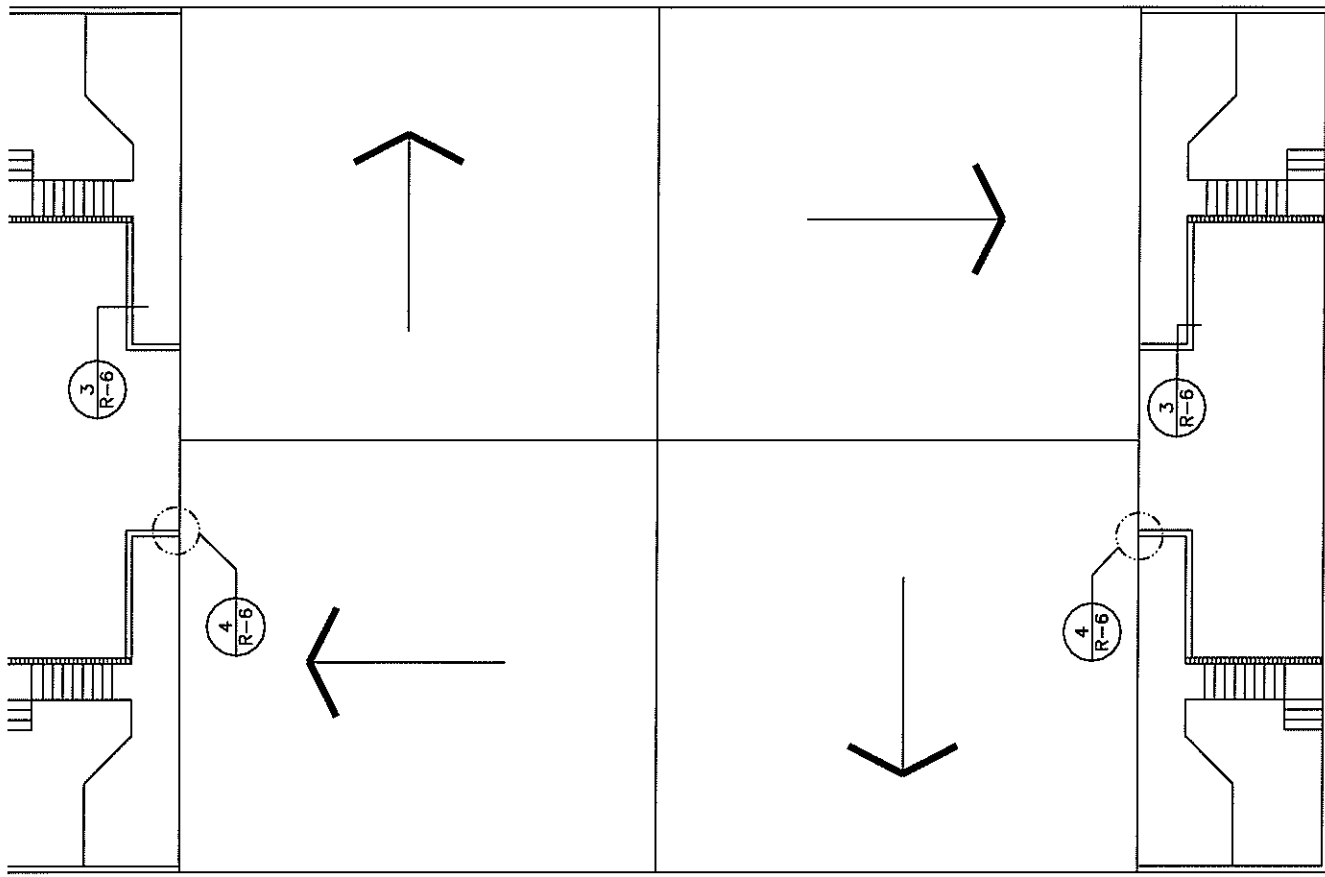
25 PSF

128 MPH



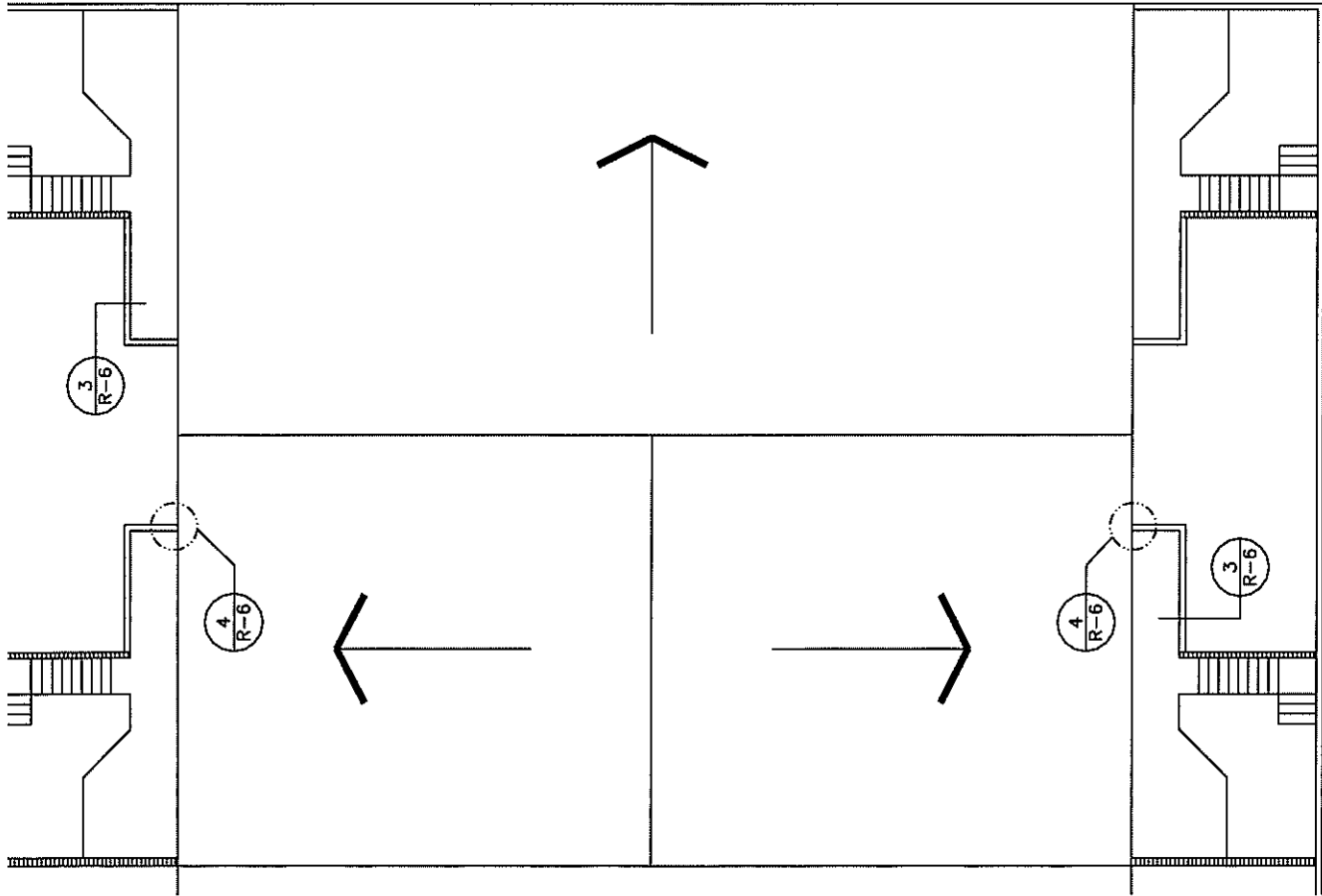


| <u>BUILDING</u> | <u>BUILDING TYPE</u> | <u>UNITS</u> |
|-----------------|----------------------|--------------|
| 1 | 12 UNIT | 1-12 |
| 2 | 12 UNIT | 13-24 |
| 3 | 8 UNIT | 25-32 |
| 4 | 12 UNIT | 33-44 |
| 5 | 8 UNIT | 45-52 |
| 6 | 8 UNIT | 53-60 |
| 7 | 12 UNIT | 61-72 |
| 8 | 8 UNIT | 73-80 |



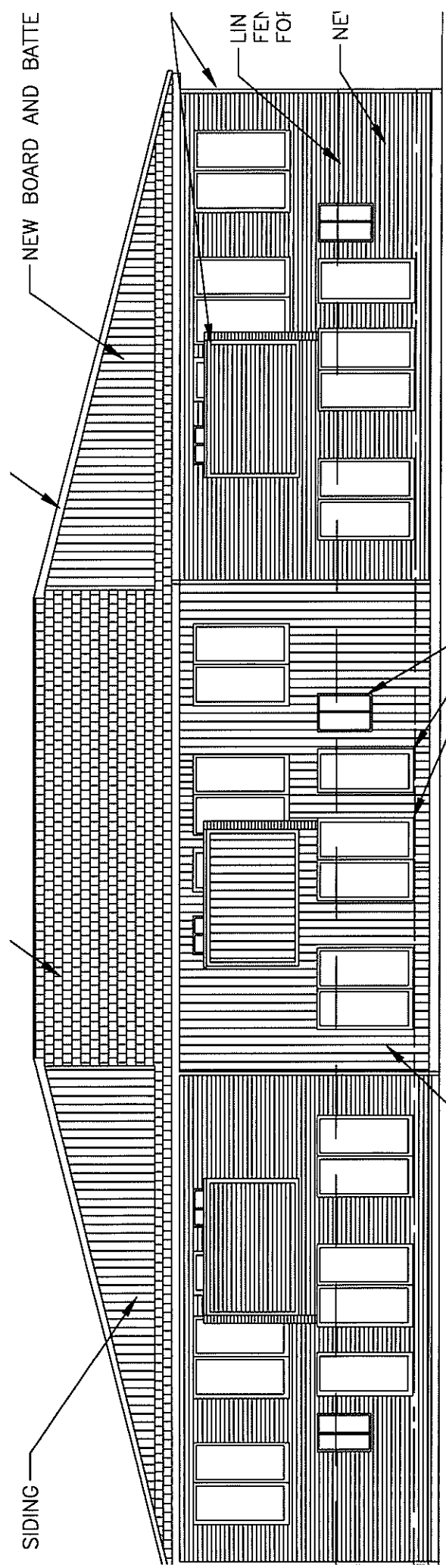
8-UNIT BUILDING

2
R-2

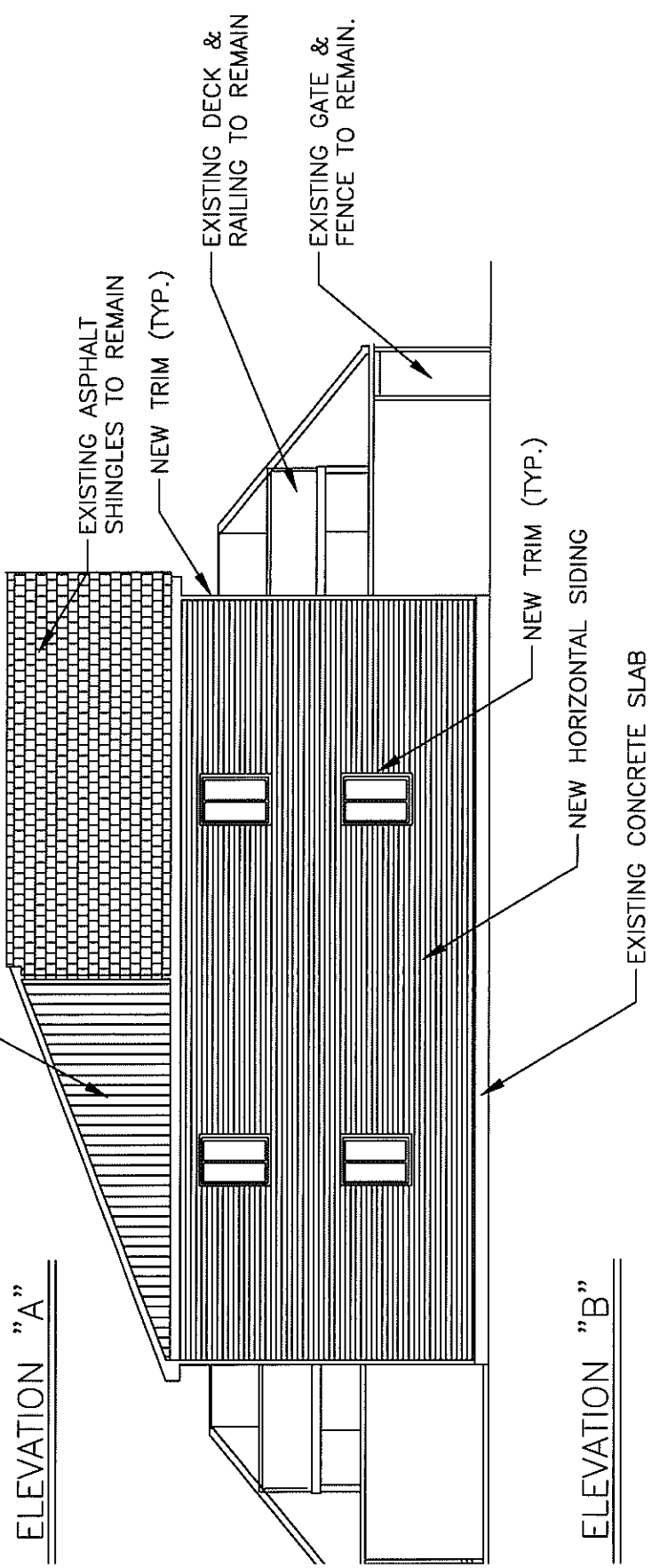


12-UNIT BUILDING

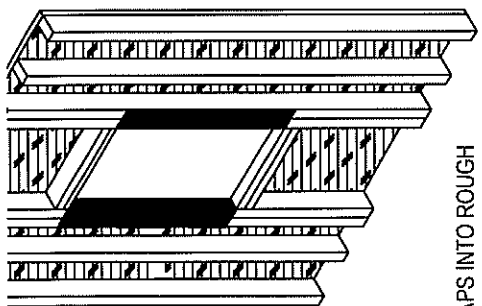
1
R-2



ELEVATION "A"

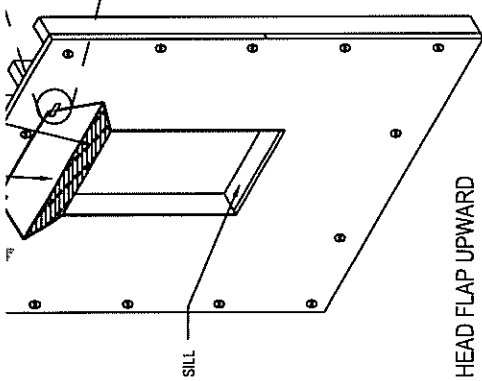


ELEVATION "B"



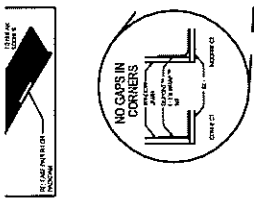
STEP 2

- A. FOLD SIDE FLAPS INTO ROUGH OPENING AND SECURE TO INSIDE WALL. SECURE TO INSIDE WALL WITH TYVEK® TAPE OR DUPONT™ TYVEK® WRAP CAP FASTENERS



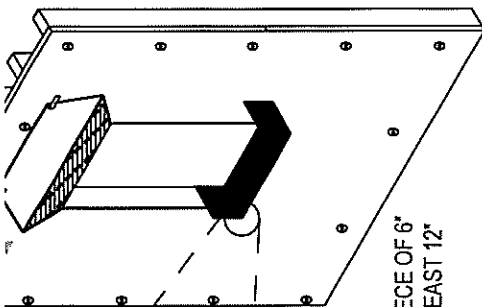
STEP 1

- A. FLIP THE CUT HEAD FLAP UPWARD TO EXPOSE THE SHEATHING AND TEMPORARILY SECURE WITH DUPONT™ TYVEK® TAPE.

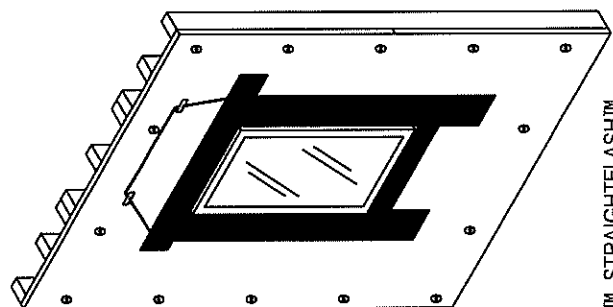


STEP 2

- A. PREPARE THE SILL FLASHING BY CUTTING A PIECE OF 6" WIDE DUPONT™ FLEXWRAP™ NF THAT IS AT LEAST 12" LONGER THAN THE SILL LENGTH.
- B. REMOVE THE LARGEST STRIP OF RELEASE PAPER, ALIGN THE FLASHING WITH THE INTERIOR EDGE OF SILL AND INSTALL INTO ROUGH OPENING ACROSS SILL AND UP JAMBS (6" MIN.).
- C. APPLY WORKING FROM THE MIDDLE OF THE SILL TOWARDS THE SIDES. SECURE FLASHING TIGHTLY INTO THE CORNERS BY FIRST WORKING IN ALONG THE SILL BEFORE ADHERING UP THE JAMBS.
- D. DO NOT STRETCH MATERIAL ALONG THE SILL OR JAMBS.

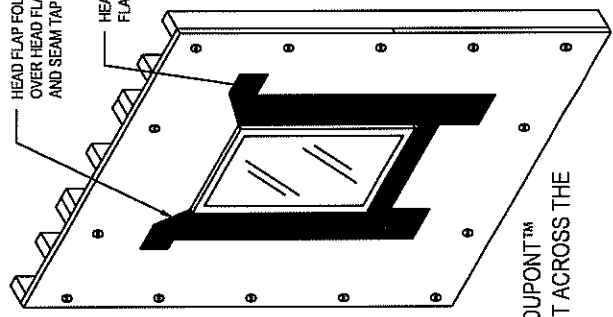


- STEP 1:
- A. REMI
- B. PAPE
- C. FAN I
- D. CORI
- E. FACE
- F. TO 3'
- G. PRES
- H. PRES
- I. ADHI
- J. APPL
- K. ROU



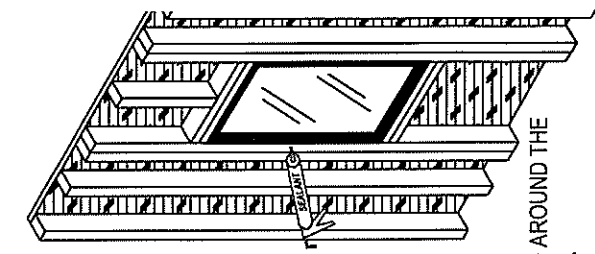
STEP 5

- A. CUT A PIECE OF DUPONT™ STRAIGHTFLASH™ FOR HEAD FLASHING, HEAD FLASHING TO EXTEND BEYOND OUTER EDGES OF JAMB FLASHING.
- B. REMOVE RELEASE PAPER AND INSTALL COMPLETELY COVERING WINDOW MOUNTING FLANGE AND ADHERING TO THE EXPOSED SHEATHING.



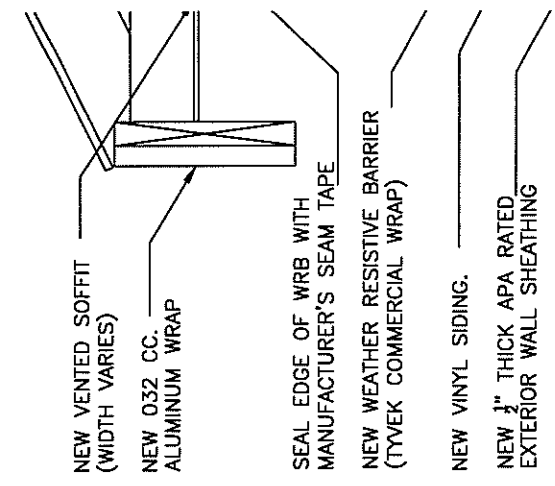
STEP 6

- A. FLIP DOWN UPPER FLAP OF DUPONT™ TYVEK® WRB SO IT LAYS FLAT ACROSS THE HEAD FLASHING.

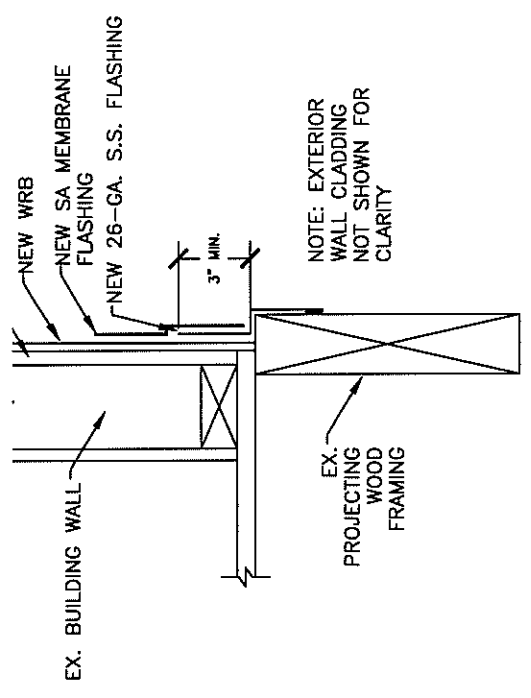


STEP 7

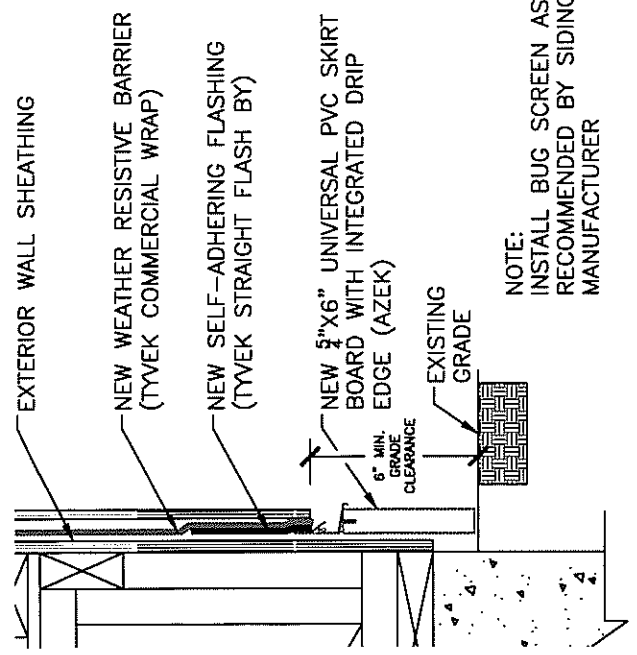
- A. INSTALL SEALANT AND BACKER ROD AROUND THE WINDOW OPENING AT THE INTERIOR.



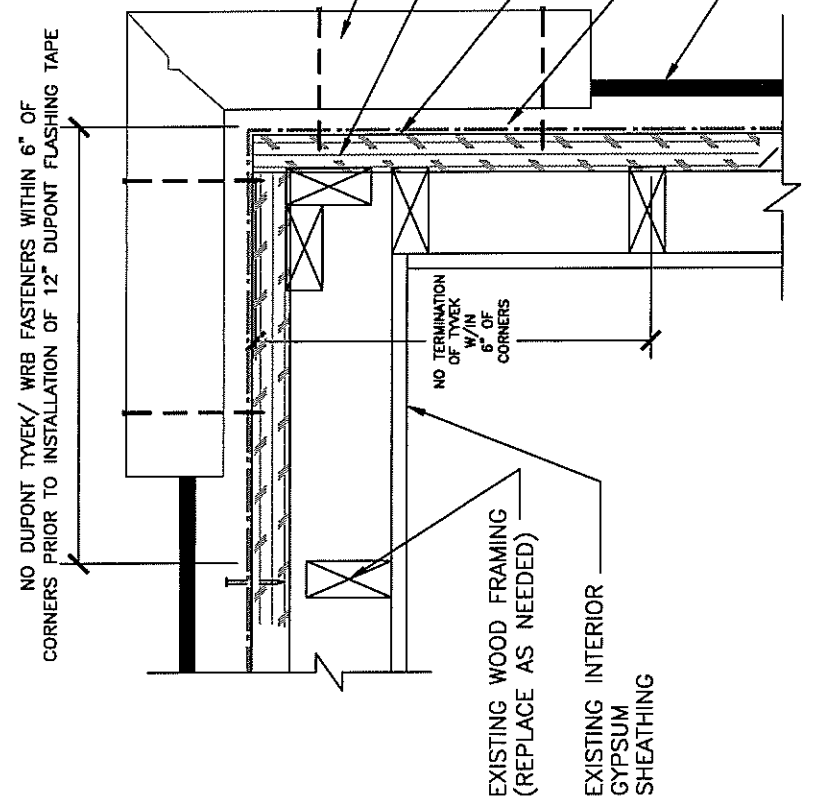
2
R-5



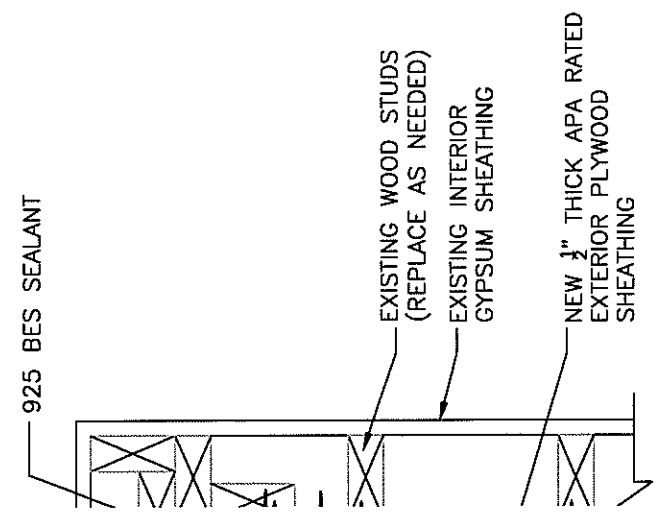
1A BALCONY LEDGER FLASHING (R-5)



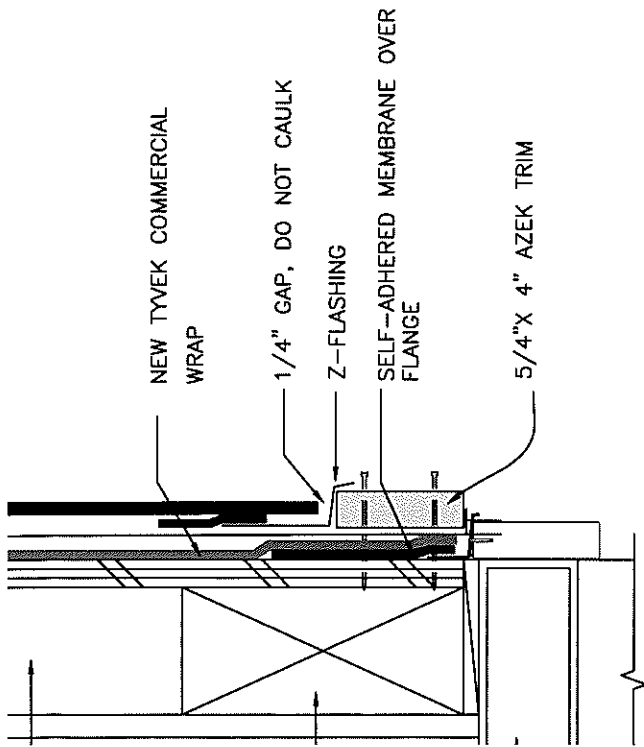
1B BASE OF WALL DETAIL (T.S.)



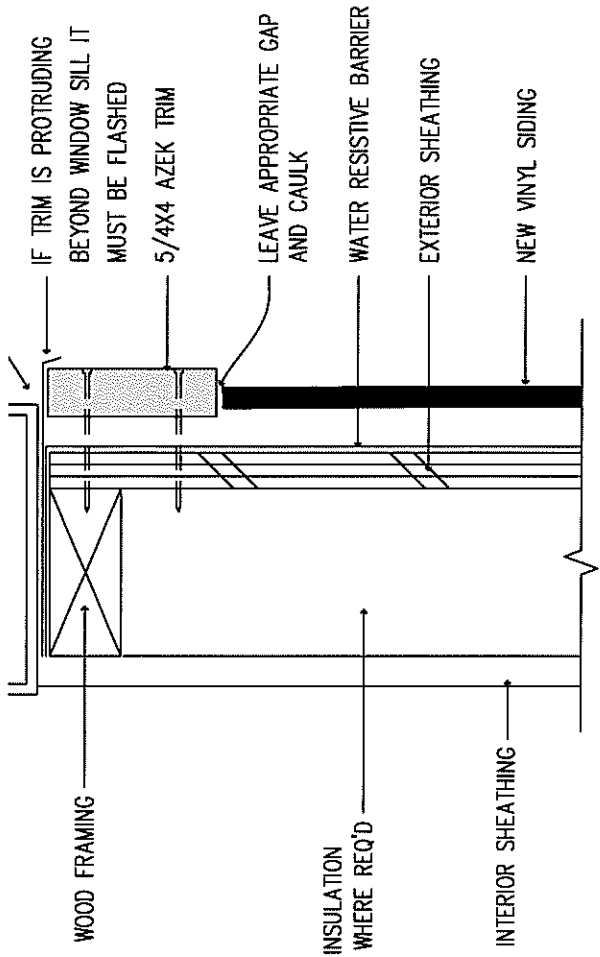
4 OUTSIDE CORNER DETAIL (R-5) N.T.S.



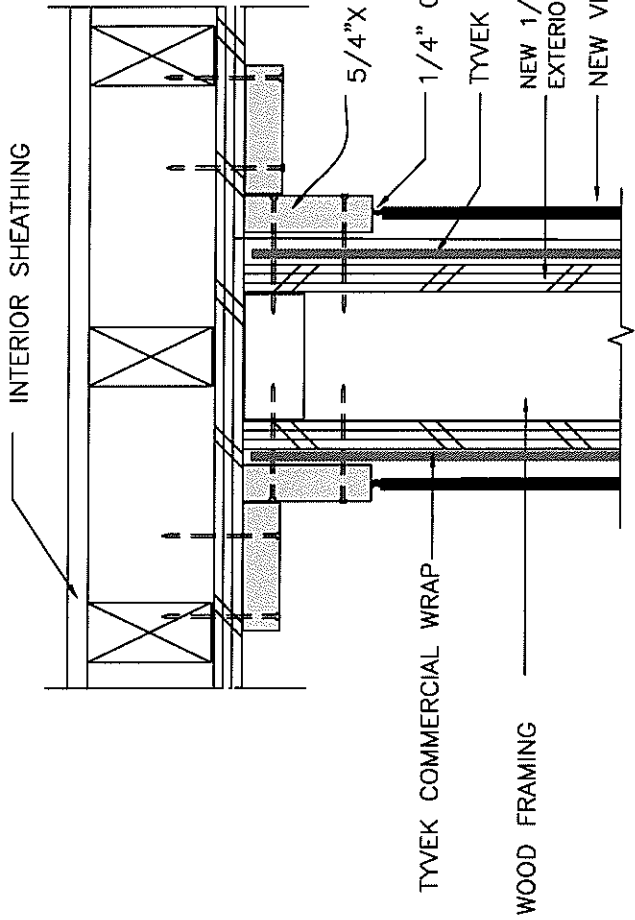
5 INSIDE CORNER DETAIL (T.S.)



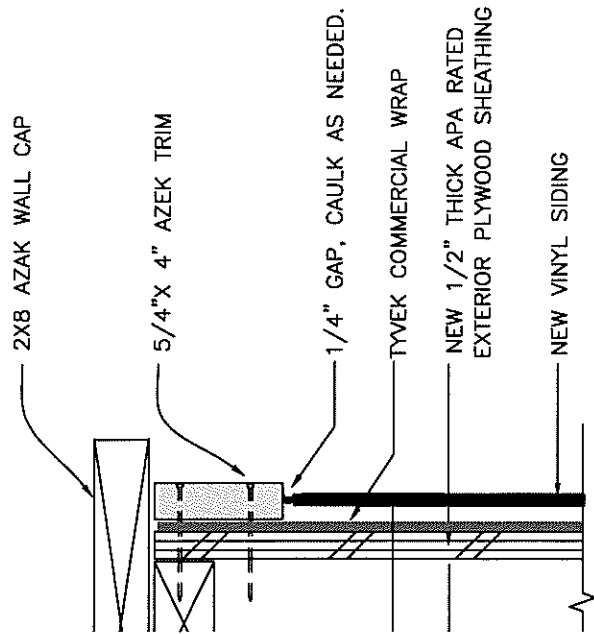
2
 R-6
 WINDOW SILL DETAIL
 N.T.S.



2
 R-6
 WINDOW SILL DETAIL
 N.T.S.



4
 R-6
 CORNER WALL DETAIL
 N.T.S.



4
 R-6
 CORNER WALL DETAIL
 N.T.S.

APPENDIX B
DRAFT CONTRACT AND SUPPLEMENTARY GENERAL
CONDITIONS

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «Fifth» day of «June» in the year «Two-Thousand-Twenty-Three»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Club Ocean Villas I Condominium Association»

108 Edward Taylor Road
Ocean City, Maryland 21842

»

« »

« »

and the Contractor:

(Name, legal status, address and other information)

« »

« »

for the following Project:

(Name, location and detailed description)

«Club Ocean Villas I Condominium»

«Ocean City, Maryland»

«Exterior Rehabilitation

ETC Project: M3-4717»

The Architect:

(Name, legal status, address and other information)

«Engineering and Technical Consultants, Inc. »

«7165 Columbia Gateway Drive, Suite B

Columbia, Maryland 21046»

«Telephone: 410-312-4761»

«Fax: 410-312-0482»

The Owner and Contractor agree as follows.

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

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



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- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
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- 8 OWNER
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- 13 CHANGES IN THE WORK
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- 15 PAYMENTS AND COMPLETION
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- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES



EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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

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

«Work shall commence on or about _____.»

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

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

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

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

By the following date: « »

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

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

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

§ 3.5 Liquidated damages, if any:

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

« The Contractor and Contractor's surety, if any, shall be liable for and pay the Owner the sum of \$500.00 as liquidated damages for each calendar day of delay (beyond the agreed contract date for substantial completion) until the work is substantially complete (as defined by the Engineer).»

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

« »

§ 4.1.3 Provided that an Application for Payment is approved by the Architect not later than the «15th» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «15th» day of the «following» month. If an Application for Payment is approved by the Architect after the date fixed above, payment shall be made by the Owner not later than «thirty» («30») days after the Architect approves the Application for Payment.

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

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

«Monthly Applications for Payment shall be for completed (in-place) work, less ten percent (10%) retainage.»

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

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

«The agreed upon rate is five percent (5%) per month.» « »

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|----------------------------------|------------|-------|
| 1. | Additional Contract Provisions | 04/15/2008 | 1 |
| 2. | Supplementary General Conditions | 06/07/2021 | 6 |

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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

6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

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

§ 6.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 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.

§ 7.8 Severability

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.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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 in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

« »

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

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 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 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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.

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

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

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

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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 material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 10.5 Based on the Architect's evaluations of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 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.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and 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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.6 Substantial Completion

§ 15.6.2 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 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 and, 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 stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 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 this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement 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 18.4, unless a different duration is stated below:

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 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 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 period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 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.

§ 17.1.13 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 this Section 17.1, 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.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 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 or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, 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.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 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 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 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 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 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 17.2.2, 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.

§ 17.2.2.8 A loss insured under the Owner's property insurance 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 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.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SUPPLEMENTARY GENERAL CONDITIONS

1. It is the responsibility of the bidder to inspect the project and to determine all quantities of materials for the work. In submitting a proposal for this project, the bidder warrants that he is expert in the type of work involved and that he has personally inspected the project and its requirements. Further, the bidder warrants that to the best of his knowledge, he has found no errors or omissions, other than those (if any), which he has called to the Engineer's attention.
2. The Owner retains the right to reject any or all bid proposals as he may wish. Bids shall remain firm and may not be withdrawn for at least 30 days after the bid closing date.
3. All products used must be newly manufactured and of top quality. The Contractor's work is to be performed in accordance with the best possible industry practices. Also, only the very best workmanship practices and construction techniques shall be utilized.
4. All materials and methods of installation will be in accordance with applicable industry standards and recommended practices. Where the manufacturers' specifications provide for recommended practices, they will be followed unless required otherwise by the Engineer's specifications or specifically waived by the Engineer.
5. The Contractor is required to furnish all equipment, which is necessary to perform his work and warrants that all equipment will be of such type as to cause no hazard or danger reasonably foreseeable.
6. The Contractor is required to furnish all necessary qualified supervision to totally oversee all of his operations. The Contractor shall provide qualified, full-time, on-site supervision (able to speak fluent English) during all times that any work is performed. Designated supervisor(s) shall carry mobile cellular telephones (or other suitable devices) so that they are always accessible to telephone calls from the Owner and/or Engineer.
7. All work shall be performed by personnel, who are properly trained or otherwise qualified to perform assigned tasks. All personnel will present a neat appearance and will conduct work in a professional manner with minimum disturbance to project residents and the Owner's personnel. If any of the Contractor's personnel are not satisfactory to the Owner or Engineer, the Contractor shall replace same with satisfactory personnel. All job-site personnel shall be United States Citizens, or aliens properly documented and permitted to work in accordance with all applicable federal, state, and local laws.
8. The Contractor shall use all reasonable care, consistent with his rights to manage or control his operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause to be conducive to any labor disputes, complaints, troubles or controversies at the project or which shall interfere with the operation of business at the project. The Contractor shall immediately give such notice to the Owner, to be followed by written progress reports, as shall be reasonably necessary, to advise the Owner of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof that may interfere with the operation of business. The Contractor shall use his best efforts to promptly resolve any such complaint, trouble, dispute, or controversy.

9. The Contractor shall oversee and obey (and compel his officers, employees, guests, invitees, and those doing business with him to observe and obey) the rules and regulations which may from time to time during his work be promulgated by the Owner for various reasons such as safety, health, preservation of property or maintenance of a good and orderly appearance to the area. The presence of drugs, alcohol, firearms, and explosives are expressly prohibited from this project/property.
10. The Owner and the Engineer shall have the right at all times to examine the supplies, materials and equipment used by the Contractor and to observe the operations of the Contractor, his agents, servants, and employees, and to do any act or thing which may be obligated or have the right to do. Inspections, acceptances, and payments by the Owner, the materials manufacturer, or the Owner's Engineer shall not excuse the Contractor in any way for defects discovered in his work. Defects or unapproved materials found shall be corrected or replaced to the Owner's satisfaction, as directed by the Engineer, without any additional cost. Payment will not be made to the Contractor for any work performed that is not in full compliance with the specifications or for unapproved materials obtained, stored, or used for the project.
11. The Contractor is wholly and totally responsible for job and site safety, especially in regard to removal and disposal of materials. All materials, including trash and/or unused new materials shall be removed from the work area in an orderly and careful fashion designed to prevent any injury to the residents, tenants, guests, invitees, or any other persons who may be on the grounds of the property.
12. The Contractor is responsible for damage to any part of the building or its contents (including the units and their contents) caused directly or indirectly by the acts or omissions of Contractor's personnel (or any persons under its control), its work, equipment and/or tools. The Contractor is also responsible for protecting the building and its contents from damage, water penetration and other such conditions that may arise as a result of the work performed.
13. The Contractor is responsible for keeping the work, the project site, and the surrounding areas in a neat and orderly condition.
14. At no cost to the Owner, the Contractor must obtain (and where applicable keep in effect throughout the contract) all necessary permits, bonds, licenses, inspections, etc. required by federal, state, and local laws, ordinances, codes, and regulations. The Contractor expressly warrants that he shall be responsible for abiding by all applicable local, state, and federal laws and their respective agencies, offices, bureaus, and other administrative /regulatory entities.
15. The Contractor expressly warrants that he will perform all work in an appropriate, professional, and non-negligent manner.

16. Contractor shall obtain, pay the premiums for, and keep in force during the term of the Contract insurance underwritten by companies licensed and authorized to conduct business in the jurisdiction of the project and acceptable to the Owner with dollar amounts not less than hereinafter specified or as required by law, whichever is greater.
- a. Worker's Compensation and Employer's liability Insurance:
 - 1. Statutory: Amounts and coverage as required by law including employer's liability with a policy limit of at least \$1,000,000.00 (or such other amount to comply with the underlying requirement for the umbrella/excess liability policy) including a provision for extending the policy in accordance with the law of other jurisdictions.
 - b. Commercial General Liability Insurance with an occurrence coverage trigger including, but not limited to, Contractual Liability, Independent Contractors Protective Liability, Products Liability and Completed Operations:
 - 1. Bodily Injury and Property Damage: \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate.
 - 2. "XCU" exclusions relating to damages to property caused by explosion, collapse, shoring, grading, and underground utilities shall be removed when applicable.
 - c. Automobile Liability Insurance (Owned, non-Owned and Hired Car):
 - 1. Bodily Injury and Property Damage: \$1,000,000.00 each occurrence and \$1,000,000.00 annual aggregate.
 - d. Umbrella Liability Insurance:
 - 1. Bodily Injury and Property Damage: \$5,000,000.00 each occurrence and \$5,000,000.00 annual aggregate.
 - 2. Coverage shall extend over the underlying commercial general liability, automobile liability and employer's liability policies.
 - e. Contractor's Commercial General Liability insurance shall name the Owner and Engineer as additional insured.
 - f. Contractor shall provide the Owner with a certificate of insurance confirming the insurance required herein within ten (10) days of the award of the contract. Such certificate shall include a provision requiring the insurer to provide thirty (30) days written notice prior to cancellation, non-renewal or reduction in coverage or limits for any reason. The Owner may at any time inspect and copy any and all insurance policies required by the Contract Documents.
 - g. In the event the Contractor fails to obtain, maintain and/or pay for the insurance required herein, the Owner shall have the right, but not the obligation, to obtain such insurance and/or pay the premium for such insurance, in which event the Contractor shall repay the Owner immediately upon demand by the Owner together with interest and any costs or expenses incurred by the Owner without prejudice to any rights or remedies of the Owner under the Contract Documents.

- h. Contractor's insurance policies shall include a waiver by the insurer of all rights of subrogation against the Owner, its directors, officers, members, employees, and agents.
 - i. Each policy carried by the Contractor as required herein shall be primary with respect to any insurance carried by the Owner and any coverage carried by the Owner shall be excess insurance.
 - j. As a minimum, the policy limits of insurance required herein shall be provided to the full extent by the Contractor for the benefit of the Owner during the term of the Contract.
 - k. If the Owner or Owner's lender or Insurance Carrier requires that the insurance requirements set forth in the Contract Documents be varied, Contractor agrees to enter into suitable modifications of the provisions herein provided; however, that Owner shall bear any additional cost reasonably occasioned thereby.
 - l. Owner shall have the right to require the Contractor to furnish bid, performance, and payment bonds.
 - m. Nothing contained herein shall require the Owner to purchase or maintain insurance of any type, kind, or nature.
17. When professional certification is required by the Contract Documents or is requested by the Engineer as evidence as to the kind and quality of materials or workmanship, the Contractor shall promptly furnish satisfactory certifications (by manufacturers, licensed engineers, etc.) and the Engineer shall be entitled to rely upon the accuracy and completeness of such certifications.
18. To the extent permitted by law, the Contractor agrees to indemnify, hold harmless and defend the Owner, including its past, present, and future officers, directors, members, residents, employees, agents, engineers, consultants, etc., against any and all claims, loss, damage, cost and expense arising from injury to or death of any persons or damage to, or destruction of tangible property including, without limitation, property of the Owner, or its officers, directors, member, residents, agents, engineers, consultants, etc., who may be injured as a result of the Contractor's or any Subcontractor's intentional act or negligence, occurring wholly or in part as the result of work done or omitted to be done by, or contracted to be done but not done by, the Contractor or any Subcontractors or the employees or agents or invitees of either, or arising from injury to, or death of, employees or agents or invitees of the Contractor or his Subcontractors. The Contractor's required liability insurance shall be specifically endorsed to include coverage of this indemnity provision.
19. To the extent permitted by law, the Contractor agrees to indemnify, hold harmless and defend the Owner, including its past, present, and future employees, agents, engineers, consultants, etc., against any and all claims, loss, damage, cost and expense arising from defects in the work performed and/or the failure of the Contractor to complete the work in accordance with the contract documents, specifications, plans, etc.

20. All Contractor employees, workers, etc. that will enter (for any reason) any residential unit(s) of the buildings shall be bonded in a manner acceptable to the Owner.
21. Work will be permitted Monday through Friday during the hours of 8:00 a.m. through 5:00 p.m. All noise-producing work will be performed during the hours of 9:00 a.m. through 5:00 p.m. Work on holidays and/or weekends will be allowed only with prior approval of both the Owner and the Engineer.
22. If scaffolding is used, it shall be carefully placed and used so as to cause no damage to the roof, building and landscaping. Any damage shall be corrected to the satisfaction of the Owner by the Contractor at no additional cost to the Owner.
23. The Contractor shall exercise extraordinary care to:
 - a. Secure his equipment, scaffolds, etc. so as to prevent any unauthorized access to the building and work/storage areas;
 - b. Keep the grounds, premises and building interior work areas clean and tidy;
 - c. Minimize inconvenience for the public and residents;
 - d. Prevent damage to newly completed work; and
 - e. Prevent interference with public and/or private access (if needed, Contractor shall erect temporary protection, walkways, etc. to allow normal access to the property and individual units).
24. All invoices must include lien releases (acceptable to the Engineer and Owner) from all suppliers and subcontractors utilized.
25. Advance scheduling will be required so that notices can be sent by the Owner to all occupants warning them when work will begin (and end) for specific areas of the project. Notices will include warnings about possible noise, dust, vibration and odor. One week prior to starting work, a pre-inspection of all individual units in the building and other involved areas will be made. The Contractor will document all existing conditions using a video recorder and/or still camera to help document conditions and protect everyone from any future claims. The Contractor will be responsible for correcting interior damage caused by his work. However, he will not be responsible for items beyond his control (minor nail pops, etc.) as long as the Contractor uses proper care in executing his work.
26. Any days lost to inclement weather or inability to work (due to conditions beyond the Contractor's control) will result in an equal extension to the contract's completion date, without any additional monetary compensation or adjustment to the contract amount (sum).
27. Unless noted otherwise, standards and/or procedures referenced in the contract documents shall be the latest available edition.
28. The parties expressly agree that the Contractor and any selected Subcontractors, if any,

- are independent contractors and are not employees of the Owner or Engineer.
29. All persons assigned to perform the Work from Contractor, or any Subcontractor shall be identified by uniform or an identification card that demonstrates that they are employees of the Contractor while working at the project.
 30. Contractor represents and warrants that it and any selected Subcontractors shall hold all required licenses to perform the Work in compliance with all applicable federal, state, and local laws and regulations.
 31. The Contractor shall not permit its employees, the Subcontractor's employees, or any other persons under its control to enter any other areas of the project than those that are necessary to complete the required Work.
 32. Unless agreed otherwise in writing, by the Owner, Contractor and Engineer, the Contractor shall complete all punch list items within thirty (30) days of issuance of the written punch list. The Engineer will perform one (1) punch list follow-up inspection when notified by the Contractor that punch list work has been completed. If additional inspections are required by the Engineer to verify that all punch list work has been properly completed, the Contractor agrees to be back-charged a fee up to \$1,000.00 for each additional inspection performed. The fees for additional inspections will be deducted from the amount owed by the Owner to the Contractor.
 33. All pricing, including all allowances (not including unit prices), shall contain all costs of whatever nature to perform the associated work, including but not limited to all material plus costs for delivery, equipment, installation, preparation, storing, environmental controls, protection, curing, mark-up, supervision, safety provisions, surveillance, traffic control, management, surveys, debris removal, clean-up, insurance, applicable taxes, overhead, profit, permits, etc., except for those items included in the pricing for General Conditions which includes submittal preparations and processing, mobilizations, and demobilization.
 34. All unit prices shall contain all costs necessary to perform the associated work, including all required materials plus costs for delivery, equipment, installation, preparation, shoring, environmental controls, protection, curing, mark-up, administration, supervision, safety provisions, surveillance, traffic control, surveys, debris removal, clean-up, insurance, applicable taxes, overhead, profit, bonds, permits, general conditions, etc. Unit prices will be used to adjust contract price based on actual quantities of work performed and Owner shall have final determination of approved, actual quantities.

APPENDIX C
PROPOSAL FORM

**PROPOSAL BID FORM FOR EXTERIOR REHABILITATION
 CLUB OCEAN VILLAS I CONDOMINIUM
 OCEAN CITY, MARYLAND
 ETC PROJECT M2-4717**

Contractor: _____

Pursuant to and in compliance with your Invitation to Bid, dated _____, and the Instructions to Bidders and other documents relating thereto, the undersigned hereby proposes to furnish all labor and materials and to perform all work as required by and in strict accordance with the contract documents, schedules, specifications, and drawings as prepared by Engineering and Technical Consultants, Inc. (ETC) and on which this proposal is based, including:

Addendum No. _____ Dated _____

All costs shall include labor, material, protection, administration, permits, overhead, profit, etc.

A. Total Pricing

| Task | Cost | Duration |
|--------------------|-----------|-------------|
| Mobilization | \$ | Days |
| Building 1 (1-12) | \$ | Days |
| Building 2 (13-24) | \$ | Days |
| Building 3 (25-32) | \$ | Days |
| Building 4 (33-44) | \$ | Days |
| Building 5 (45-52) | \$ | Days |
| Building 6 (53-60) | \$ | Days |
| Building 7 (61-72) | \$ | Days |
| Building 8 (73-80) | \$ | Days |
| General conditions | \$ | Days |
| Total | \$ | Days |

B. Schedule

| | |
|------------|--|
| Start Date | |
|------------|--|

C. Base Pricing - Lump Sum Pricing

| Task | Costs | |
|---|------------------|-----------------|
| | 12 Unit Building | 8 Unit Building |
| Siding removal | \$ | \$ |
| Wall sheathing replacement | \$ | \$ |
| Building wrap and flashing installation | \$ | \$ |
| Siding and trim installation | \$ | \$ |
| Fascia and rake board wrap | \$ | \$ |
| Sealant installation | \$ | \$ |
| Window replacement (3'x4') | \$ | \$ |
| Window replacement (2'x3') | \$ | \$ |
| Sliding glass door replacement | \$ | \$ |
| Entrance door removal and reinstall | \$ | \$ |
| Vent cover replacement | \$ | \$ |
| Total | \$ | \$ |

**PROPOSAL BID FORM FOR EXTERIOR REHABILITATION
 CLUB OCEAN VILLAS I CONDOMINIUM
 OCEAN CITY, MARYLAND
 ETC PROJECT M2-4717**

Contractor: _____

D. Unit Prices

| Task | Cost |
|--|----------|
| Wall sheathing replacement | \$ /sf |
| 2x4 replacement | \$ /lf |
| 2x6 replacement | \$ /lf |
| 2x8 replacement | \$ /lf |
| 2x10 replacement | \$ /lf |
| 2x12 replacement | \$ /lf |
| Labor rate, foreman | \$ /hr |
| Labor rate, laborer | \$ /hr |
| Credit to reinstall window (3'x4') | (\$ /ea) |
| Credit to reinstall window (2'x3') | (\$ /ea) |
| Credit to reinstall sliding glass door | (\$ /ea) |
| Entrance door replacement | \$ /ea |
| Material mark-up | % |
| Payment and Performance Bonds | % |

E. Subcontractors/Manufacturers

| Task | Subcontractor |
|---------------------------------|---------------|
| Demolition work | |
| Carpentry work | |
| Siding work | |
| Siding manufacturer | |
| Window work | |
| Window manufacturer | |
| Door work | |
| Sliding glass door manufacturer | |
| Entrance door manufacturer | |
| Sealant work | |
| Painting work | |
| Other | |

I hereby certify that I have thoroughly inspected the project and reviewed the project requirements (including drawings). I warrant that other than those previously provided, in writing, to the Engineer, I/we found no errors, inconsistencies, or omissions in the project requirements. The prices provided above are for performing the work in full compliance with the drawings and other contract documents. All prices include overhead, profit, and all other costs (of whatever nature and character) to complete the work.

The Owner reserves the right to negotiate or reject any costs, which the Owner considers excessive or unreasonable. The Owner at any time may order an increase or decrease in the quantities applicable to unit prices and the total cost for this work will be based on the agreed unit price and the net (total) quantities required.

**PROPOSAL BID FORM FOR EXTERIOR REHABILITATION
CLUB OCEAN VILLAS I CONDOMINIUM
OCEAN CITY, MARYLAND
ETC PROJECT M2-4717**

The Owner may request additional prices throughout the contract as deemed necessary to meet the project requirements. The Contractor shall supply such prices within three (3) business days after receipt of the request. Such prices shall apply after they are incorporated into the Contract.

The Owner reserves the right to reject any or all proposals and waive informalities. The Owner also reserves the right to select manufacturer(s) based upon warranties provided by the manufacturer, finished appearance, available options, and/or any other factor(s) deemed relevant. The Contractor shall, within three (3) business days after receipt of request, submit information, samples, etc. needed so Owner can decide upon the manufacturer(s) to be used.

I certify that my company is a (corporation), (partnership), (sole owner) licensed to do business in the State of Maryland.

FIRM

SIGNATURE

CONTRACTOR'S LICENSE NUMBER

PRINTED NAME - TITLE

DATE

EMAIL ADDRESS