

SECTION 00015 – LIST OF DRAWINGS

The following drawings are issued as a part of the Contract Documents and are incorporated into this Project Manual by reference:

Drawing No.	Title
<u>ARCHITECTURAL</u>	
C1	COVER SHEET
A1.0	EXISTING PLAN
A1.1	DEMO FIXTURE PLAN
A1.1c	REFERENCE OVERLAY SHEET
F-1	FIXTURE PLAN
A1.2	FLOOR PLAN AND WALL TYPE DETAILS
A1.4	FLOOR PATTERN PLAN
A1.7	PHARMACY PLAN AND DETAILS
A3.1	FINISH, DOOR AND WINDOW SCHEDULES & DETAILS
A5.1	STARBUCKS PLAN, ELEVS, FINISH SCHEDULE & DTLS
ML1.1	MILLWORK DETAILS
<u>STRUCTURAL</u>	
SD1.2	SLAB PLAN EXISTING CONDITIONS AND DEMOLITION
S1.2	SLAB PLAN
S2.1	EXISTING AND NEW ROOF FRAMING PLAN
<u>REFRIGERATION</u>	
REM1.1	REFRIG/ENERGY MGT SYSTEM OVERVIEW PLAN
REM2.1	REFRIG DESIGNATION/ENERGY MGT TERM PLAN
REM3.1	REFRIG LEGENDS, ENERGY MGT INPUT/OUTPUT SCHEDULES AND NOTES
REM4.1	PARTIAL REFRIGERATION PIPING PLAN
RDT1.1	REFRIGERATION DEMOLITION/TRENCHING PLAN
<u>PLUMBING</u>	
P1.1	PLUMBING SCHEDULES, LEGEND AND NOTES
P2.0	PLUMBING DRAINAGE DEMOLITION PLAN
P2.1	PLUMBING DRAINAGE PIPING PLAN
P3.0	PLUMBING WATER DEMOLITION PLANS
P3.1	PLUMBING WATER PIPING PLANS
P4.1	PLUMBING GAS PLAN
P5.1	PLUMBING DETAILS AND RISER DIAGRAMS

MECHANICAL

H1.1	PARTIAL HVAC PLANS
H2.1	HVAC DETAILS
H2.2	HVAC DETAILS
H3.1	HVAC SCHEDULES, NOTES, LEGEND & ABBREVS

ELECTRICAL

E1.1	SINGLE LINE DIAGRAM, NOTES AND LOAD ANALYSIS
E1.2	ELECTRICAL SCHEDULES AND LEGEND
E2.0	LIGHTING DEMOLITION PLAN
E2.1	LIGHTING RENOVATION PLAN
E3.0	POWER DEMOLITION PLAN
E3.1	POWER RENOVATION PLAN
E4.1	PANEL SCHEDULES
F1.0	FIRE ALARM DEMOLITION PLAN
F1.1	FIRE ALARM RENOVATION PLAN
F1.2	FIRE ALARM DETAILS

END OF SECTION 00015

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SECTION 00100 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 Definitions

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of Invitation to Bid, Instructions to Bidders, the Bid Proposal Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- B. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- C. A Bidder is a person or entity who submits a Bid.

1.2 Bidders Representations: The Bidder by making a Bid represents that:

- A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
- B. The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted and other portions of the Project to be performed by other Contractors.
- C. The Bidder has visited the site, become familiar with local conditions and regulatory requirements under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- D. The Bidder acknowledges that the existing shopping center and Harris Teeter must remain in operation without interruption or interference, and that all Work performed under this Contract must employ such means or methods as necessary to ensure the safety, security, and continuing operational activities of the shopping center's and Harris Teeter's personnel and property.
- E. The Bidder has satisfied himself as to the accuracy of the existing site conditions as indicated. Failure to note specific exceptions or qualifications on Bid will constitute acceptance of the existing site conditions.
- F. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- G. The Bidder is properly licensed under state laws governing their respective trades.

1.3 Bidding Documents: Each proposed Bidder can purchase documents and the specifications from the printing company (Sharpe Images 704 525 7087). Each Bidder will be wholly responsible for reproducing any and all Contract Documents required for bidding purposes.

- A. No interpretation of the meaning of the plans, specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Architect and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

- B. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
 - C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - D. In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- 1.4 Interpretation: The Bidder shall carefully study and compare the Bidding Documents with each other, shall examine the site and local conditions, and shall report at once to the Architect errors, inconsistencies, or ambiguities discovered.
- 1.5 Addenda: Addenda will be mailed to each of the selected Bidders. Bidders shall be responsible for distributing addenda to all subbidders, fabricators, or material suppliers to whom they have issued Bid Documents. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- 1.6 General Conditions: The Bidders are hereby notified that the General Conditions and Supplementary General Conditions of the Contract will be rigidly enforced.
- 1.7 Laws and Regulations: The Bidder's attention is directed to the fact that all applicable federal, state and municipal laws, and orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 1.8 Form of Bid: Bids shall be submitted in duplicate on forms identical to the form included with the Bid Documents.
- A. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
 - B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
 - C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
 - D. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- 1.9 Submission of Bids: All copies of the Bid, the bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notations "SEALED BID ENCLOSED" on the face thereof. Bids submitted by mail should be sent by registered mail.

- 1.10 Receipt of Bids: Bids will be received until 2:00 p.m. eastern time, _____, at the office of Harris Teeter., and shall be designated as bid for remodel of Harris Teeter Store No. 149, Rock Hill, SC.
- 1.11 Opening of Bids: The properly identified Bids will be opened privately. An abstract of the Bids may, at the discretion of the Owner, be made available within a reasonable time.
- 1.12 No Bidder may withdraw a bid within 30 days after the actual date of the opening.
- 1.13 Rejection of Bids: The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.
- 1.14 Acceptance and Award: It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- A. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
 - B. It is anticipated that the award of Contract or a written notice to proceed from the Owner to the successful Bidder will be made within seven days following the receipt of bids, but no later than thirty days from date of Bid.
 - C. The Bidder to whom the Contract is awarded by Owner, shall within 14 days after the Award Notification, prepare and execute the Agreement forms and deliver to Owner all required copies of the Construction Contract Agreement.
- 1.15 Bid Security: Each proposal must be accompanied by a certified check or Bid Bond issued by a surety licensed to do business in the state of North Carolina. Check or Bid Bond shall be made payable to Harris Teeter in the amount of five percent (5%) of the proposal amount. The prescribed Bid Bond Form is AIA Document A310.
- 1.16 Security for Faithful Performance: Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The form of such bond or bonds, and the Surety Company, shall be approved by the Owner.
- 1.17 Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds. The date of such signature should be the same date or subsequent to the date of the bond.
- 1.18 Time for Completion: The performance of the work is essential and the time of commencement and completion of the work will be of the essence to the Contract.

END OF SECTION 00100

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INSTRUCTIONS TO BIDDERS

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SECTION 00520 - AGREEMENT FORM

The “Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum”, AIA Document A-101, Latest Edition, shall be the form of Agreement, and is incorporated into the Contract Documents by reference.

Copies of the Form of Agreement are available for examination at the office of the Architect. Copies of the Form of Agreement may be obtained from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices.

END OF SECTION 00520

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SECTION 00600 - BONDS AND CERTIFICATES

Use the Latest Edition of the following:

- | | | |
|----|---|-----------------------------------|
| A. | Standard Form of Agreement | A.I.A. Document A101 |
| B. | Performance Bond | A.I.A. Document A311 |
| C. | Labor and Material Payment Bond | A.I.A. Document A311 |
| D. | Application and Certificate for Payment | A.I.A. Document G702 |
| E. | Contractor's Affidavit of Payment of Debts and Claims | A.I.A. Document G706 |
| F. | Contractor's Affidavit of Release of Liens | A.I.A. Document G706A |
| G. | List of Subcontractors | A.I.A. Document G805 |
| H. | Certificate of Insurance | A.I.A. Document G705 |
| I. | Certificate of Substantial Completion | A.I.A. Document G704 |
| J. | Waiver of Liens | American Title Insurance Co. T-46 |

END OF SECTION 00600

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SECTION 00621 - CONTRACTOR'S GENERAL WARRANTY

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in Interior Remodel of the **Harris Teeter #149, Rock Hill, SC**, against any and all defects due to faulty materials or workmanship or negligence for a period of 12 months, or such longer periods as set forth in the Contract Documents, from the effective date of this warranty. This Contractor further warrants all work incorporated in this project to remain leak-proof and watertight at all points for a period of 24 months from the effective date of this Warranty.

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

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

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and Sworn before me this _____ day of _____, 20__.

Notary Public

END OF SECTION 00621
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SECTION 00622 - ASBESTOS-FREE WARRANTY

**INTERIOR REMODEL OF THE
HARRIS TEETER #149
Northwood Square
Rock Hill, SC**

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind were used in the construction of this project.

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and Sworn before me this _____ day of _____, 20__.

Notary Public

END OF SECTION 00622
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SECTION 00700 - GENERAL CONDITIONS

PART 1 GENERAL

1.1 GENERAL

General Conditions of the Contract shall be in accordance with A.I.A. Document Number A-201, Latest Edition. "General Conditions of the Contract for Construction" (included by reference) except as modified below and in supplementary conditions.

1.2 CONTRACT DOCUMENTS

Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

END OF SECTION 00700

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SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Note: The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, Latest Edition. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered portions of that Article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.8 Particular Specification Terms

1.1.8.1 Provide: Supply all materials, labor, tools, transportation, supervision, temporary construction, services, and pay all insurance, taxes, tariffs and contributions, unless specifically exempted, necessary to furnish and install material or accomplish processes specified, complete, in place, and ready for use intended in accordance with the Contract Documents.

1.1.8.3 Required, Requirements: Shall be understood to refer to requirements of the Contract Documents, either explicitly stated or necessary to achieve indicated design and performance standards, unless another interpretation is clearly stated.

1.1.8.4 Shown, Indicated, Noted: Shall be understood to refer to information contained in the Contract Documents, unless another interpretation is clearly stated.

1.1.8.5 Necessary: Shall refer to that which, in the Architect's interpretation, is required for proper execution of the Work or performance of the material supplied, unless another interpretation is clearly stated.

1.1.8.6 Latest Edition: Shall mean the latest published edition of a document, excluding any editions published subsequent to 30 calendar days prior to the issue date of the Project Manual.

1.1.9 Other Terms

1.1.9.1 Other technical terms not specifically defined within the Contract Documents shall have the meanings given in AIA Document M-101, "Glossary of Construction Industry Terms", Latest edition. Technical terms not defined as above and used to describe items of the Work, and which so applied have a well-known technical or trade meaning, shall be deemed to have such recognized meaning.

1.1.10 The Tenant: The tenant is Harris Teeter, Inc. of Matthews, North Carolina. The term "Tenant" shall mean the Tenant or the Tenant's representative.

1.2 EXECUTION, CORRELATION AND INTENT

All work shall conform to the Contract Documents. No change therefrom shall be undertaken without prior review by the Architect. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request to the Architect, who shall furnish such information or interpretation in the form of an Architect's Supplemental Instruction or other written or drawn form or drawing. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be deemed to incorporate similar material and construction. In the case of inconsistency between drawings and specifications or within either document, clarified by Addendum, the better quality or greater quantity shall be provided in accordance with the Architect's interpretation.

The arrangement of Specifications and Drawings, and separations implied in such arrangements, are for convenience of reference only, and such separations or arrangements shall not operate to make the Architect an arbiter to establish limits of Work between subcontractors or between the Contractor and subcontractor.

All rights of approval by the Architect described within the Contract Document shall also be granted to the Tenant.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Information furnished by the Owner regarding surveys, subsurface investigation reports, soil borings, and other material of a similar nature is for general information only and is not a part of the Contract Documents. The Owner and the Architect do not guarantee the completeness or accuracy of such information, unless specifically noted otherwise. Using this Owner-furnished information as a base only, the Contractor shall verify all existing grades, conditions and dimensions of existing structures or features to his satisfaction, and shall report any errors or inconsistencies found, in writing, to the Architect according to the provisions of Paragraph 1.2 above. The Contractor shall establish all lines and levels required to properly execute the Work, shall bear all costs involved, and shall be responsible for their maintenance and accuracy.

2.2.5 The Contractor shall be furnished free of charge 1 set of drawings and specifications for his use and distribution in executing the work.

ARTICLE 3 CONTRACTOR

3.5 WARRANTY

3.5.1 All warranties and guarantees shall be executed by the manufacturer or Contractor as applicable and addressed to the Owner. All warranties and guarantees shall be submitted to the Owner, in writing, upon completion of the Work and prior to the issuance of the Final Certificate of Payment.

3.5.2 All warranties and guarantees shall become effective on a date established by the Architect. This date shall generally be the date of final Certificate of Payment, or shall be the date of Substantial completion should it become expedient to accept portions of the Work prior to total completion of the project. All warranties and guarantees shall include the effective date and the warranty period.

3.5.3 Except where otherwise stated in the Specifications, the warranty period shall be for 12 months. Any defects developing from faulty workmanship or materials or from negligence within this period, and any damage to other work resulting therefrom, shall be made good by the Contractor without cost to the Owner.

3.5.4 In addition to the individual guarantees and warranties provided for components of the Work, the Contractor shall provide a general warranty on the entire Work, for a period of 12 months, in the form provided within the Project Manual, warranting the quality and performance of the Work in accordance with these stipulations. This warranty shall be submitted on the form of warranty attached hereto as "Section 00621".

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

Within 10 days after execution of the Contract or receiving the Notice to Proceed, whichever is earlier, the Contractor shall submit the project schedule to the Contract Administrator for review. The Contractor shall coordinate all portions of the Work and shall include all work by subcontractors in the submittal.

The Schedule shall be in graphic form and shall show start and end dates of all major construction operations, inter-operational dependencies, dollar value and percentage to be completed each month, project meetings and milestones, and submittal schedules, including date of submittal, date required to be returned after review, and date of supply or fabrication ordering. The Schedule shall be updated monthly showing actual progress against anticipated progress; this updated schedule shall be submitted with each Application for Payment.

3.10.4 Not later than 15 days after the execution of the Contract, or receiving the Notice to Proceed, whichever is earlier, the Contractor shall submit a list of material suppliers whose products are proposed for inclusion in the Work and where applicable, the names of installing subcontractors, according to the provisions of Division 1 of the Specifications.

3.10.5 Failure of the Contractor to comply with the requirements of 3.10.1 and 3.10.4 will cause refusal of Contractor's request for payment, until the Contractor complies with said requirements.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.3 CLAIMS AND DISPUTES

4.3.8 CLAIMS FOR ADDITIONAL TIME

Requests for extensions of time due to adverse weather conditions shall be submitted promptly with the next monthly Progress Schedule as required in Paragraph 4.3.3. Requests for extensions of time shall include U.S. Weather Bureau climatological reports for the months involved and the National Oceanic and Atmospheric Association report indicating the average monthly precipitation, temperature, and other relevant factors for the previous 10 years from the nearest weather reporting station. The 10-year average shall determine the number of days with adverse weather equal to or in excess of 0.1" of rainfall per day. Days of rainfall less than 0.1 shall not be considered. Time extensions will be granted for the number of days of rainfall in excess of the 10-year average. Evaluation of the extra days requested shall be considered as they affect the project during stage of construction and day of the week.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Within 15 days after execution of the Contract, or prior to the first Application for Payment (whichever is earlier).

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall purchase and maintain minimum insurance coverage as follows or greater if required by law:

1. Workers' Compensation:

- | | | |
|----|---|-----------|
| a) | State | Statutory |
| b) | Applicable Federal (e.g., Longshoreman's) | Statutory |
| c) | Employer's Liability | \$100,000 |

2. Comprehensive General Liability (including Premises-Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage):

- | | | |
|----|---|------------------|
| a) | Bodily Injury: | |
| | \$1,000,000.00 | each occurrence |
| | \$1,000,000.00 | annual aggregate |
| b) | Property Damage: | |
| | \$1,000,000.00 | each occurrence |
| | \$1,000,000.00 | annual aggregate |
| c) | Products and Completed Operations coverage to be maintained for one year after Final Payment. | |
| d) | Property Damage Liability insurance shall include X, C, and U coverage as applicable. | |

3. Contractual Liability:

- | | | |
|----|------------------|------------------|
| a) | Bodily Injury: | |
| | \$1,000,000.00 | each occurrence |
| b) | Property Damage: | |
| | \$1,000,000.00 | each occurrence |
| | \$2,000,000.00 | annual aggregate |

4. Personal Injury with Employment Exclusion Deleted:

- | | | |
|----|----------------|------------------|
| a) | \$1,000,000.00 | annual aggregate |
|----|----------------|------------------|

5. Comprehensive Automobile Liability:

- a) Bodily Injury:
 \$1,000,000.00 each person
 \$1,000,000.00 each occurrence
- b) Property Damage:
 \$1,000,000.00 each occurrence

Note: If the state has a no-fault automobile insurance requirement, the Contractor shall ascertain that coverage provided conforms to all stipulations of the law.

6. Umbrella Excess Liability: \$5,000,000.00 each occurrence

11.1.4 The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of the Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverage required by subparagraph 11.1.2. The form of the Certificate shall be ACORD Certificate of Insurance 25-S and AIA Document G715. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.3 PROPERTY INSURANCE

If not covered under the all-risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The form of policy for this coverage shall be completed value.

11.3.1.3 If by terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. If the separate contractors are added as insureds to be covered by this policy, the separate contractors shall be responsible for payment of appropriate part of any deductible in the event claims are paid on their part of the Work.

11.3.6 The Contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

The Owner and contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect, the Architect's consultants, and separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee.

The policies shall be endorsed to include such waivers of subrogation.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

The General Contractor shall furnish as part of this contract a waterproofing warranty for a period of two (2) years. The Contractor shall repair water damage to building or contents and correct the problem from whatever source except flooding or natural disaster without additional cost to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.3 WRITTEN NOTICE

13.3.2 All notices and communications shall be in writing and shall be deemed given if delivered in accordance with the provisions of this Paragraph to the following addresses:

If to the Tenant: Al Lentz, Director of Construction
Harris Teeter, Inc.
701 Crestdale Drive
Matthews, NC 28105

If to the Architect: Rajeev Bhave, AIA
ARCONS Design Studio
7621 Little Avenue, Suite 216
Charlotte, NC 28226

END OF SECTION 00800

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