

DOCUMENT 00320 – SUBSURFACE EXPLORATION

1.1 DESCRIPTION

- A. A Subsurface investigation report by **GEOTECH ENGINEERING FIRM**, **CITY, STATE**, dated _____ has been included following this section for reference.
- B. This report was obtained by the Owner for use in design and is not a part of the Contract Documents. Test boring records are available for Contractor's information, but are not a warranty of subsurface conditions.
- C. Geotechnical reports are for reference only and not all recommendations may apply.

1.2 QUALITY ASSURANCE

- A. The Owner may retain a soils engineer to observe performance of the work under this Division of the specifications. No deviations from the Contract Documents shall be made without written approval of the Architect.

1.3 JOB CONDITIONS

- A. The Contractor shall visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigation to satisfy themselves as to the site at subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Harris Teeter Project Manager.

END OF DOCUMENT 00320

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DOCUMENT 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 DOCUMENT 00520

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DOCUMENT 00600 - BONDS AND CERTIFICATES

Use the Latest Edition of the following:

- | | | |
|----|--|--|
| A. | Standard Form of Agreement | AIA Document A101 |
| B. | Performance Bond and Payment Bond | AIA Document A312 |
| C. | Application and Certificate for Payment and Continuation Sheet | AIA Document G702, G703 |
| D. | Contractor's Affidavit of Payment of Debts and Claims | AIA Document G706 |
| E. | Contractor's Affidavit of Release of Liens | AIA Document G706A |
| F. | List of Subcontractors | AIA Document G705 |
| G. | Certificate of Insurance | AIA Document G715 |
| H. | Certificate of Substantial Completion | AIA Document G704 |
| I. | Waiver of Liens | American Title Insurance Company; T-46 |

END OF DOCUMENT 00600

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DOCUMENT 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 the **Interior Remodel** of the **Harris Teeter #495, Raleigh, NC**, 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 DOCUMENT 00621

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DOCUMENT 00622 – CONTRACTOR’S ASBESTOS-FREE WARRANTY

**INTERIOR REMODEL
of the
HARRIS TEETER #495
Raleigh, NC**

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 DOCUMENT 00622

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DOCUMENT 00700 - GENERAL CONDITIONS

1.1 GENERAL

General Conditions of the Contract shall be in accordance with AIA Document 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 DOCUMENT 00700

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DOCUMENT 00800 - SUPPLEMENTARY 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 "Document 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
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 - 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
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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

Subparagraph 12.2.2 add:

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, PC
10550 Independence Pointe Parkway, Suite 300
Matthews, NC 28105

END OF DOCUMENT 00800

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