

 **AIA® Document A101® – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Fifteenth day of November in the year Two Thousand Twenty-two  
(*In words, indicate day, month and year.*)

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

Town of Apex  
73 Hunter Street  
Apex, North Carolina 27502

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

Hamlett Associates  
3704 Security Mills Road  
Climax, North Carolina 27233

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

Apex PW Operations Renovation  
Apex, NC  
Interior renovation to PW Operations Building

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

CRA Associates, Inc.  
222 Cloister Court  
Chapel Hill, North Carolina 27514

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

**§ 3.3 Substantial Completion**

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

*(Check one of the following boxes and complete the necessary information.)*

Not later than one hundred eighty-three ( 183 ) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Sixty-two Thousand, Five Hundred, Ninety-six Dollars and Zero Cents (\$ 1,062,596.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price
#1 – Preferred Brand Door Hardware	\$0.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

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

If the Work is not substantially complete on or before the date provided in Section 3.3 of this Contract, or within an extension period granted by the Owner, the Owner will sustain damage that will be impracticable and extremely difficult to quantify in the event of and by reason of such delays. In such event, the Contractor shall pay to the Owner as Liquidated Damages, and not as penalty, the sum of Five Hundred & 00/100 Dollars (\$500) for each consecutive calendar day of delay. Any sums that may be due the Owner as Liquidated Damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's Surety.

§ 4.6 Other:

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

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User Notes:

(1869565253)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage is five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

When the Project is fifty percent (50%) complete, the owner, with written consent of the Surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Architect, engineer, or Owner has been corrected by the Contractor and accepted by the Architect, engineer, or Owner. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic Application for Payment up to the maximum amount of five percent (5%). The Project shall be deemed fifty percent (50%) complete when the Contractor's gross Project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross Project invoices for the purpose of determining whether the Project is fifty percent (50%) complete.

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

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

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

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

## § 5.2 Final Payment

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

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

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

## § 5.3 Interest

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

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Daniel Edwards, Capital Projects Manager  
Town of Apex  
P. O. Box 250  
Apex, NC 27502

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User Notes:

(1869565253)

daniel.edwards@apexnc.org  
(919) 249-3535

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

Justin Graves  
Hamlett Associates  
3704 Security Mills Road  
Climax, NC 27233  
jgraves@hamlettai.com  
336-214-9377

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

**§ 8.5 Insurance and Bonds**

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

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

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

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

**§ 8.7** Other provisions:

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Contract shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

N.C.G.S. 147-86.59 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

N/A

- .5 Drawings

Number	Title	Date
See Exhibit 'B'		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit 'C'			

- .7 Addenda, if any:

Number	Date	Pages
1	9/13/22	4 pages
2	9/22/22	5 pages

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

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

[ N/A ] The Sustainability Plan:

Title	Date	Pages
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[ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Supplementary Conditions Modifying AIA Document A201-2017 General Conditions	9/6/22	14

- .9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders,*

*sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:33:10 ET on 10/13/2022.

## PAGE 1

**AGREEMENT** made as of the Fifteenth day of November in the year Two Thousand Twenty-two

...

Town of Apex  
73 Hunter Street  
Apex, North Carolina 27502

...

Hamlett Associates  
3704 Security Mills Road  
Climax, North Carolina 27233

...

Apex PW Operations Renovation  
Apex, NC  
Interior renovation to PW Operations Building

...

CRA Associates, Inc.  
222 Cloister Court  
Chapel Hill, North Carolina 27514

## PAGE 2

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

## PAGE 3

Not later than one hundred eighty-three ( 183 ) calendar days from the date of commencement of the Work.

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Sixty-two Thousand, Five Hundred, Ninety-six Dollars and Zero Cents (\$ 1,062,596.00), subject to additions and deductions as provided in the Contract Documents.

...

#1 – Preferred Brand Door Hardware                      \$0.00



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifteenth day of November in the year Two Thousand Twenty-two (In words, indicate day, month and year.)

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

Apex PW Operations Renovation  
Apex, NC

**THE OWNER:**  
(Name, legal status and address)

Town of Apex  
73 Hunter Street, Apex, NC 27502

**THE CONTRACTOR:**  
(Name, legal status and address)

Hamlett Associates  
3704 Security Mills Road, Climax, NC 27233

### TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER’S INSURANCE**
- A.3 CONTRACTOR’S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER’S INSURANCE

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.3 Required Property Insurance**

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

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

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

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**  
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**  
The Owner shall purchase and maintain the insurance selected and described below.

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

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

Init.

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

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

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

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

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

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

### § A.3.2 Contractor's Required Insurance Coverage

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

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) each occurrence, Four Million Dollars (\$ 4,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

Init.

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ **A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ **A.3.2.5** Workers' Compensation at statutory limits.

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

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

§ **A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.

§ **A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.

§ **A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.

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

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

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

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

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

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

§ A.3.3.2.1

Contractor, not Owner, shall be responsible for the purchase of Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below.)*

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

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

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

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

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

Coverage

Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

The amount of each bond shall be equal to 100% of the Contract Sum. The Contractor shall deliver the required bonds to the Architect not later than three days following the date the Agreement between the Owner and Contractor (AIA101-2017) is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Architect that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

The surety shall be a company licensed to do business in the State of North Carolina and shall be acceptable to the Owner. Bonds shall be dated the same as, or subsequent to, the Contract and shall be accompanied by a current Power of Attorney. Bonds shall be furnished in a sufficient number of copies so that one copy can be bound with each copy of the Agreement.

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**LIST OF DRAWINGS**

---

G1.0 Cover Sheet  
G1.1 Code Information Sheet  
G1.2 Accessibility Diagrams Sheet A  
G1.3 Accessibility Diagrams Sheet B

**CIVIL**

C1.0 Demolition and Construction Staging Plan  
C2.0 Site Plan

**STRUCTURAL**

S-001 General Notes  
S-100 Foundation Plan

**ARCHITECTURAL**

A1.0 Partition Schedule, Door Schedule and Door Details  
A1.1 Composite Plan  
A2.1 Renovation and Demolition Plans  
A2.2 Renovation and Demolition Reflected Ceiling Plans  
A2.3 Finish Schedule and Finish Plan  
A3.1 Building Elevations  
A3.2 Interior Elevations  
A4.1 Partition Schedule, Door Schedule and Door Details  
A4.2 Finish Schedule and Finish Plan

**PLUMBING**

P0.1 Plumbing Cover Sheet  
P1.1 Plumbing Demolition Plan - Waste & Vent  
P1.2 Plumbing Demolition Plan - Water  
P2.1 Plumbing Renovation Plan - Waste & Vent  
P2.2 Plumbing Renovation Plan - Water  
P3.1 Waste & Vent Riser Diagram  
P3.2 Water Riser Diagram

**MECHANICAL**

M0.1 Mechanical Legend, Schedules, Notes & Details  
M1.1 Mechanical Demolition Plan  
M2.1 Mechanical Renovation Plan  
M3.1 Mechanical Schematics

**ELECTRICAL**

E0.1 Electrical Cover Sheet  
E1.1 Electrical Demolition Plan  
E2.1 Power Renovation Plan  
E2.2 Lighting Renovation Plan  
E3.1 Electrical Panel Schedules  
E4.1 Electrical Details

**FIRE ALARM**

FA0.1 Fire Alarm Notes, Details, Riser & Matrix  
FA1.1 Enlarged Fire Alarm Equipment Plan  
FA1.2 Fire Alarm Demolition Plan  
FA2.1 Fire Alarm Renovation Plan

---

**TABLE OF CONTENTS**

**VOLUME 1**

Seal Sheet  
Table of Contents

**BIDDING REQUIREMENTS**

Notice to Bidders	2 pages
AIA Document A701 – Instructions to Bidders	7 pages
AIA Document A201 - General Conditions of the Contract for Construction	39 pages
Supplementary Conditions Modifying AIA Document A201-2017	14 pages
Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts	8 pages

**BID FORMS**

Form of Proposal	5 pages
Form of Bid Bond	1 page
Minority Business Forms	6 pages

**CONTRACT FORMS**

AIA Document A101 – Standard Form of Agreement Between Owner and Contractor	9 pages
AIA Document A101 Exhibit A – Insurance and Bonds	7 pages
Form of Performance Bond	2 pages
Form of Payment Bond	2 pages
E-Verify Addendum	1 page
Iran Divestment Act Certification	1 page

**DIVISION 01 - GENERAL REQUIREMENTS**

011001	Summary	011001-1 thru 2
012301	Alternates	012301-1 thru 2
012501	Contract Modification Procedures	012501-1 thru 3
012901	Payment Procedures	012901-1 thru 4
013101	Project Management and Coordination	013101-1 thru 8
013201	Construction Progress Documentation	013201-1 thru 11
013301	Submittal Procedures	013301-1 thru 11
014001	Quality Requirements	014001-1 thru 7
015001	Temporary Facilities and Controls	015001-1 thru 8
016001	Product Requirements	016001-1 thru 7
017001	Execution Requirements	017001-1 thru 7
017311	Cutting and Patching	017311-1 thru 4
017701	Closeout Procedures	017701-1 thru 5
017811	Project Record Documents	017811-1 thru 3
017821	Operation and Maintenance Data	017821-1 thru 8

**DIVISION 02 – EXISTING CONDITIONS**

024119	Selective Demolition	024119-1 thru 5
--------	----------------------	-----------------

**DIVISION 03 – CONCRETE**

033000 Cast-in-Place Concrete 033000-1 thru 16

**DIVISION 04 – MASONRY**

048101 Unit Masonry Assemblies 048101-1 thru 21

**DIVISION 05 – METALS**

055001 Metal Fabrications 055001-1 thru 9

**DIVISION 06 – WOOD AND PLASTICS**

061001 Rough Carpentry 061001-1 thru 6  
064023 Interior Architectural Woodwork 064023-1 thru 5

**DIVISION 07 – BUILDING ENVELOPE**

079201 Joint Sealants 079201-1 thru 12

**DIVISION 08 – DOORS AND WINDOWS**

081110 Hollow Metal Doors and Frames 081110-1 thru 6  
082110 Flush Wood Doors 082110-1 thru 5  
083051 Access Doors and Frames 083051-1 thru 5  
087110 Door Hardware 087110-1 thru 19  
088001 Glazing 088001-1 thru 5  
089001 Louvers 089001-1 thru 7

**DIVISION 09 – FINISHES**

091110 Non-Load-Bearing Steel Framing 091110-1 thru 5  
092501 Gypsum Board 092501-1 thru 9  
093101 Ceramic Tile 093101-1 thru 10  
095110 Acoustical Panel Ceilings 095110-1 thru 7  
096510 Resilient Floor Tile 096510-1 thru 6  
099110 Exterior Painting 099110-1 thru 6  
099120 Interior Painting 099120-1 thru 9

**DIVISION 10 – SPECIALTIES**

101550 Toilet Compartments 101550-1 thru 4  
104310 Signage 104310-1 thru 9  
105050 Metal Lockers 105050-1 thru 7  
105201 Fire Protection Specialties 105201-1 thru 7  
108101 Toilet Accessories 108101-1 thru 8

**DIVISION 11 – EQUIPMENT**

117510 Shop Equipment 117510-1 thru 2

**DIVISION 22 – PLUMBING SYSTEMS**

220500	COMMON WORK RESULTS FOR PLUMBING
220505	EXCAVATION AND BACKFILL
220510	PIPE TESTING
220513	MOTORS AND CONTROLLERS
220519	METERS AND GAUGES
220523	VALVES FOR PLUMBING
220529	HANGERS AND SUPPORTS FOR PLUMBING
220553	IDENTIFICATION FOR PLUMBING
220700	PLUMBING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
223300	ELECTRIC DOMESTIC WATER HEATERS
224000	PLUMBING FIXTURES

**DIVISION 23 – MECHANICAL SYSTEMS**

230500	COMMON WORK RESULTS FOR HVAC
230513	MOTORS AND CONTROLLERS
230529	HANGERS AND SUPPORTS
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
230700	HVAC DUCT INSULATION
230706	REFRIGERANT AND CONDENSATE PIPE INSULATION
230900	CONTROLS FOR HVAC
232300	REFRIGERANT PIPING
233113	METAL DUCTS
233300	AIR DUCT ACCESSORIES
233423	HVAC POWER VENTILATORS
233713	DIFFUSERS, REGISTERS, AND GRILLES
234100	PARTICULATE AIR FILTERATION
237435	PACKAGED, DEDICATED OUTDOOR AIR UNIT
238128	VRF SPLIT AIR CONDITIONERS

**DIVISION 26 – ELECTRICAL SYSTEMS**

260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING
260533	RACEWAY AND BOXES
260534	TELEPHONE DATA SYSTEM
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
260923	LIGHTING CONTROL DEVICES
262416	PANELBOARDS
262726	WIRING DEVICES
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
263600	TRANSFER SWITCHES
265100	INTERIOR LIGHTING

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

283111 DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

321313	Concrete Paving	321313-1 thru 13
321373	Concrete Paving Joint Sealants	321373-1 thru 5
323200	Chain Link Fences	323100-1 thru 7

**DIVISION 33 – UTILITIES**

330500	Common Work Results for Utilities	330500-1 thru 8
333100	Sanitary Utility Sewerage Piping	333100-1 thru 7

**END OF TABLE OF CONTENTS**