



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Twenty-Ninth day of March in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Antigua Condominium Association
8500 Coastal Highway
Ocean City, Maryland 21842

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

EV-Air-Tight, LLC
8516 Rainswood Drive
Hyattsville, Maryland 20785

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

Antigua Condominium
Ocean City, Maryland
Exterior Rehabilitation
ETC Project: M3-4852

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

Engineering and Technical Consultants, Inc.
7165 Columbia Gateway Drive, Suite B
Columbia, Maryland 21046
Telephone: 410-312-4761
Fax: 410-312-0482

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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User Notes:

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.)

Spring 2025 - Work shall commence on or about April 1, 2025

Fall 2025 – Work shall commence on or about October 1, 2025

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

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

§ 2.3 Substantial Completion

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

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

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

By the following dates:

Spring 2025 – Work shall be complete by May 23, 2025

(Table deleted)

Fall 2025 – Work shall be complete by May 22, 2026

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

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

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

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

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

§ 3.2 The Stipulated Sum shall be One Million Eight Hundred Ninety-Eight Thousand Eighty-One Dollars and Zero Cents (\$ 1,898,081.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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§ 3.2.2 Unit prices, if any:

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

(Row deleted)

Task	Unit	Cost
Concrete repair – vertical	SF	\$105.00
Concrete repair – full depth vertical	SF	\$115.00
Concrete repair – overhead	SF	\$145.00
Rout and seal cracks	LF	\$4.50
Texture repair – delamination	SF	\$18.00
Labor cost	MH	\$110.00
Material mark-up	%	20

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

(Identify each allowance.)

Base Work

Task	Base Quantity	Cost
Mobilization	LS	\$44,000
Coating removal (1)	LS	\$368,850
Concrete repair – vertical	1,000 SF	\$105,000
Concrete repair – full depth vertical	250 SF	\$28,750
Concrete repair – overhead	500 SF	\$72,500
Repair rust bleeds	LS	\$24,000
Rout and seal cracks	5,000 LF	\$22,500
New texture (parge)	LS	\$95,740
Sealant replacement – silicone	LS	\$169,200
Eliminate shutter sealant work	LS	(\$7,210)
New coating – removed areas	LS	\$210,400
New coating – non-removed areas	LS	\$20,800
Recoat balcony soffits	LS	\$60,620
Recoat balcony decks	LS	\$67,190
Replace deck-to-wall sealant	LS	\$24,960
Electric allowance	AL	\$10,000
General conditions	LS	\$360,810
Ground floor texture replacement (2)	LS	\$191,000
Payment and Performance Bonds	LS	\$28,971
Total		\$1,898,081

- (1) Coating removal will be performed using mechanical grinders connected to a vacuum to help control dust.
- (2) The add alternate ground level texture removal and replacement is to be included in the project.

§ 3.5 Liquidated damages, if any:

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

(Paragraphs deleted)

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

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User Notes:

§ 3.6 Escalation.

(Paragraphs deleted)

In the event that the price of a particular construction material increases by more than 5% due to market conditions, the Contractor shall be entitled to an adjustment in the Contract Price over the 5% increase. The adjustment shall be based on the difference between the Contractor’s price at the time of contract signing and the Contractor’s price for the material. The Contractor shall provide evidence of the price

(Table deleted)

(Paragraphs deleted)

increase through supplier quotations, invoices, and market reports.

The Contractor shall provide written notice of any increases prior to the ordering of the material. Owner has the right to not approve the increase and terminate the contract.

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

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

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

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

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

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

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

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

The agreed upon rate is one percent (1%) per month.

§ 4.2 Final Payment

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

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

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1.	Additional Contract Provisions	02/22/2024	1
2.	Supplementary General Conditions	02/22/2024	6

§ 6.1.4 The Specifications:

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

Section	Title	Date	Pages
	Exterior Repair and Recoating Specification	12/03/2024	16

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User Notes:

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

Number	Title	Date
C1	Cover Sheet	12/03/2024
1.0	Floor Plans	12/03/2024
1.1	Floor Plans – Coating Schedule	03/18/2025
2.0	Repair Details	12/03/2024
3.0	Repair Details	12/03/2024

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
01	01/16/2025	1

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

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

- .1 Other Exhibits:
(Check all boxes that apply.)
 - Exhibit A, Determination of the Cost of the Work.
 - AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Title	Date	Pages
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- Supplementary and other Conditions of the Contract:

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

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if

required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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

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

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

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier,

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or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

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

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

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

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

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

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

§ 8.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner’s Right to Carry Out the Work

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

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

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

§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution

and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

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

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

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

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programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

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

ARTICLE 14 TIME

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

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

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

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

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the

Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

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

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made

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examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

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

§ 15.5 Progress Payments

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

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

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

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

§ 15.6 Substantial Completion

(Paragraph deleted)

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall

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finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from

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damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

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

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

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until

the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

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

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

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

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property

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insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

(Paragraphs deleted)

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

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

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

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

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

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

(Paragraphs deleted)

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

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

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

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

ARTICLE 21 CLAIMS AND DISPUTES

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

§ 21.2 Notice of Claims

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

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

§ 21.3 Time Limits on Claims

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

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

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

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

Randy Ditch - Antigua HOA President

Tristan Keen

OWNER (Signature)

CONTRACTOR (Signature)

DocuSigned by:
(Printed name and title)

Randy Ditch

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tristan keen

(Printed name and title)

Robert Mayer

DocuSigned by:

Robert Mayer

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User Notes:

ADDITIONAL CONTRACT PROVISIONS

ADDITIONAL CONTRACT PROVISIONS

1. In all places in the Contract and General Conditions where the word “Architect” is used, substitute the word “Engineer” with the understanding that this means Engineering and Technical Consultants, Inc. (ETC).
2. In case of conflicts between provisions in various contract documents, the following order of precedence shall apply.
 - a. Addenda;
 - b. Drawings;
 - c. Specifications;
 - d. Supplementary General Conditions;
 - e. Additional Contract Provisions; and
 - f. AIA Contract Provisions.

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

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

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

SPECIFICATIONS

**EXTERIOR REPAIR AND RECOATING SPECIFICATION
ANTIGUA CONDOMINIUM
OCEAN CITY, MARYLAND
ETC PROJECT M3-4852**

PART I - GENERAL

1.01 Description of Work

- A. Project Identification: Project consists of repairs to the existing building exterior.
1. Owner: Antigua Condominium Association, 8500 Coastal Highway, Ocean City, Maryland
 2. Project Location: Antigua Condominium, 8500 Coastal Highway, Ocean City, Maryland
- B. Engineer Identification: The Contract Documents were prepared for the Project by Engineering and Technical Consultants, Inc., 7165 Columbia Gateway Drive, Suite B, Columbia, Maryland 21046
- C. The Contractor shall provide supervision, labor, equipment, materials and implements to perform the work included in this specification. In general, the work will include the following items.
1. Obtain necessary permits prior to starting any required work.
 2. Coordinate, in advance, closure of work areas and staging with Owner's on-site representative. Install safety protective provisions to isolate work areas and protect vehicles, pedestrians, tenants, sidewalk areas, entrances, and exterior building components from the work. Perform a condition survey of work areas. Provide written documentation to Owner and Engineer for review prior to starting work. Survey sheet shall include documentation of any existing damaged building components, mechanical equipment or any other concerns that may affect the integrity of the work and/or building.
 3. All work must be coordinated with the Owners and Property Manager.
 4. Remove existing coatings (down to the concrete) from the following vertical wall surfaces.
 - a. Exterior walls;
 - b. Interior and exterior cooling tower penthouse walls; and
 - c. Interior and exterior balcony parapet walls.
 5. Perform a survey (both visual and intrusive) of the exposed concrete surfaces and summarize the quantities of all repairs required including:
 - a. Deteriorated/delaminated areas;
 - b. Cracks; and
 - c. Rust bleeds.
 6. Clean all ground level exterior walls to prepare for new coating.
 7. Perform a survey of the remaining walls and summarize the quantities of all repairs required including:
 - a. Cracks; and
 - b. Delaminated areas; and
 - c. Debonded coating.
 8. Remove and replace exterior sealants at the following locations.
 - a. Concrete-to-concrete joints;
 - b. Unit window and sliding glass door perimeters;
 - c. Hallway window exterior perimeters;
 - d. Exterior wall penetrations;
 - e. Balcony floor-to-wall joints; and

- f. Shutter perimeters.
 9. Apply textured parge coat to all walls where existing texture was removed.
 10. Clean and apply new silicone coating (two coats) to all prepared concrete surfaces as well as other prepared exterior wall surfaces.
 11. Clean and apply new coating (two coats) to all balcony ceilings.
 12. Properly prepare substrate and apply full urethane pedestrian grade deck coating system to all balcony surfaces.
 13. Perform all other work, as required by applicable industry standards or the material manufacturers, in order to provide first-class watertight and long-lasting repairs.
- D. The Supplementary General Conditions and the various material manufacturer's/supplier's current recommendations and requirements are hereby made a part of this Specification as fully as if repeated herein and shall be followed except where modified by this Specification.
- E. All materials or debris containing solvents, lead, asbestos, etc. shall be handled in strict accordance with applicable, current local, state and/or federal guidelines and/or regulations.

1.02 Quality Control

- A. The following references shall be complied with during the work (latest editions of all pertinent publications at the time of contract ratification). Where other details are needed, comply with the referenced standards except where more stringent requirements are established by the Engineer.
1. American Society of Testing and Materials (ASTM)
 2. Sealant, Waterproofing and Restoration Institute (SWRI)
 3. American Concrete Institute (ACI)
 4. International Concrete Repair Institute (ICRI)
 5. American Welding Society (AWS)
 6. Concrete Reinforcing Steel Institute (CRSI)
 7. International Building Code (IBC)
- B. Industry standards (based on the above references) will be used for all work in conjunction with this specification. The intent here is to provide necessary general design criteria and to give the Contractor the opportunity to use his experience, skills, and ingenuity to develop the most effective, long-lasting repairs that meets applicable industry standards.
- C. The repairs shall be installed only by a qualified contracting firm which has been involved with concrete restoration and high-rise work for not less than 5 years and is approved (licensed, where applicable) by the various material manufacturers.
- D. The work will be monitored periodically by the Engineer. All inspection requests must be submitted at least two (2) business days (48 hours) in advance.
- E. A pre-work conference shall be convened by the Contractor at least one week prior to any installation to review installation procedures, staging, scheduling, etc. and to coordinate work with the Owner and their Engineer.
- F. The Contractor will immediately make corrections and/or replacements of all deficient work noted by the Engineer. Any areas found to be defective, deficient, unattractive, or containing other items that in the Engineer's opinion may adversely affect the life

expectancy or performance of the repair/renovation work shall be repaired or replaced by the Contractor at the direction of the Engineer and at no extra cost to the Owner.

- G. Submit a copy of all receipts of materials (patch materials, concrete, etc.) to the Engineer for each day's work.
- H. From time to time, the Engineer may take or have reasonable samples taken of the in-place work. The Contractor shall repair all sampled areas damaged by the Engineer at no additional cost. The Contractor shall take samples where and when directed by the Engineer. The Engineer's analysis of samples shall be the official record for the project. Additional testing (such as by the material or system manufacturer) will not be used for determining compliance with the project specifications. The Contractor is responsible for repairing all sample areas in a manner required so as to maintain all warranties and guarantees as well as proper aesthetics.
- I. Contractor must submit a schedule for all proposed work and update the schedule routinely.
- J. Contractor will, on demand, provide Engineer access to swing stage scaffolding and work areas. Engineer will periodically spot check Contractor's work to confirm quality and quantities.
- K. Contractor to have available for Engineer at all times a safety line, full harness, rope grab, etc. All safety equipment shall be in good working order that meets current OSHA requirements.
- L. Engineer and Contractor shall try to establish mutually convenient times to perform monitoring work. Contractor must include such monitoring time in his lump sum price.

1.03 Submittals

- A. Prior to delivery of materials, submit a detailed list of all materials to be used along with manufacturer's certification that all materials meet or exceed specified requirements and that all materials are compatible for the intended use.
- B. Prior to starting work, the Contractor shall submit the following items for approval by the Owner and Engineer.
 - 1. Applicator's license certification (if applicable) for the system/materials to be installed, including license number, expiration date and proof of experience.
 - 2. Shop drawings of all proposed details if different than those intended for use on the project. The general guideline references in this specification are to be followed, but specific shop drawings for all details are to be provided for the Engineer's review and comment/approval prior to starting work.
 - 3. Certificate(s) of insurance, evidencing required coverage limits, for the Contractor and all Subcontractors and full payment and performance bonds.
 - 4. Three copies of color charts and texture samples for sealants, coatings, etc. for review and approval by Engineer and color selection by Owner/Engineer.
 - 5. Three copies of manufacturer's data and Material Safety Data Sheets (MSDS) for each major product to be used (include certification or other data substantiating compliance with the requirements).
 - 6. Requested work and material storage areas as well as detailed working sequence/schedule.

7. Concrete mix designs, as well as documentation from coating manufacturer regarding acceptability of surface preparation and compatibility of new coating system over existing substrate.
 8. Any other item requested by the Engineer for clarification and/or documentation purposes. Note that some additional shop drawings may be required because of field conditions encountered and it is the Contractor's responsibility to submit these drawings for review and approval by the Engineer.
 9. Up to five field installed mock-ups and color samples or color variations (parge textures, coatings and sealants) to serve as a guideline for all future work to be installed. The contractor shall review and agree to the quality of the standards as the prototype. Suggestions to improve or value engineer any aspect of the work must be submitted in writing as a separate proposal to the specified Base Bid Work.
 - a. Parge texture samples shall be a minimum of 2'x2'.
 - b. Coating samples shall be a minimum of 2' X 2'.
 - c. Sealant samples shall be 3' in length or greater and be installed in a location accessible for viewing by the Owner.
- C. All material submittals shall be presented in a submittal log. The log shall consist of an organized binder for the Engineer's review and approval. The binder should include a cover page with the job title and table of contents for all included submittals. Tab and label each individual submittal within the binder so that they may be turned to easily. After approval, one copy shall be kept by the Condominium's Representative, one by the Engineer, and the third shall remain on site at all times with the MSDS sheets. Failure to follow these guidelines shall be cause for "rejection" of the submittals.
- D. It is the Contractor's responsibility to obtain approval of all submittals (as listed above) prior to starting work. Unapproved materials or other items shall not be utilized.
- E. All submittals, samples and pay requests shall be sent to the Engineer:
- Engineering and Technical Consultants, Inc.
7165 Columbia Gateway Drive, Suite B
Columbia, Maryland 21046
- F. The Contractor's on-site personnel shall check in everyday with the on-site Owner's representative to inform him or her of daily progress and if requested, will also provide a signed, written report of progress made, personnel on-site and deliveries received.
- G. Prior to final payment, the Contractor shall submit the following items, which shall be in a written form acceptable to the Owner:
1. Applicable release of liens (covering the Owner and the Engineer);
 2. The Contractor's five (5) year (minimum) materials and workmanship guarantee (to encompass all work performed, including coating work);
 3. The silicone wall coating manufacturer's twenty (20) year (minimum) materials and workmanship guarantee;
 4. The silicone sealant manufacturer's twenty (20) year (minimum) materials and workmanship guarantee;
 5. The urethane sealant manufacturer's five (5) year (minimum) materials and workmanship guarantee;
 6. The deck coating manufacturer's five (5) year (minimum) materials and workmanship guarantee; and

7. Maintenance information from coating manufacturer.

1.04 Product Delivery, Storage and Handling

- A. Deliver all materials to the jobsite in the manufacturer's original sealed, unopened, dry, undamaged bags, cans, packages, etc. All materials must be clearly labeled with all pertinent information including material name, date manufactured and product code.
- B. Store all materials in dry protected areas. Store materials free of ground or deck and cover completely to prevent intrusion of moisture. Control storage temperatures and exposure to sunlight in accordance with manufacturer's instructions.
- C. Do not store materials on the roof, balconies, terrace areas, walkways, etc. in concentrations large enough to impose excessive stress on deck or structural members, impede safety egress or building access. The Condominium's Representative shall designate a storage area or will provide a location for placement of a sea container.
- D. Any damaged or wet materials and any materials that are improperly delivered, stored, or handled must be removed from the site and not used on this project.
- E. Contractor shall not use the Association's luggage carts for any reason, including transporting supplies, equipment, or materials.

1.05 Job Conditions

- A. Proceed with work only after all submittals are approved and pre-work conference is completed.
- B. The Contractor must examine all phases of work to be performed and notify the Owner, in writing, of any unsatisfactory conditions. The work may not proceed until conditions are satisfactory to all parties. The beginning of work will be considered the Contractor's acceptance of all conditions.
- C. The work may proceed only when weather conditions are in compliance with the recommended limitations, and when conditions will permit the work to proceed in accordance with the project specifications and the manufacturer's recommendations.
- D. Protect all building systems or elements from damage from the work, swing stage scaffolding, etc. Special care shall be taken to protect the roofs, parapets, terraces, etc. from damage from swing assembly (i.e., staining from rust, damage from tie backs, etc.). Do not expose repair areas to water or sun damage in quantities greater than can be temporarily waterproofed the same day.
- E. Do not apply any materials to a damp or frozen surface.
- F. Installation may be continued in cold, dry weather providing that all provisions of the manufacturer requirements and this specification can be complied with. Work shall not be continued when the substrate surface temperature or air temperature (including wind chill factor) is 40° Fahrenheit or less regardless of the manufacturer's requirements.

- G. The Contractor shall comply with (and compel their employees, guests, invitees, etc.) safety and security requirements, which will be instituted by the Owner as well as all federal and local requirements.
- H. Jobsite is to be cleaned of all debris daily. All debris removed should be directly loaded into a dumpster or truck at a location mutually acceptable to the Contractor and the Owner and not stockpiled at the site. If Owner or Engineering Consultant are not satisfied with Contractor's efforts to keep all areas within the Owner's property clean, Contractor shall immediately clean the Owner's property to the satisfaction of Owner and Engineering Consultant.
- I. Unless authorized (in writing) otherwise by the Owner, dumpsters shall be emptied daily, and no vehicles or equipment shall be left on-site overnight.

PART 2 - PRODUCTS

2.01 Concrete Repair Materials

- A. For vertical and overhead patches, Contractor shall use the following or submit proposed alternate material(s) for Engineer's review and approval.
 - 1. For thin patches, 1/4 inch to 1/2 inch, use SikaTop 122 Plus.
 - 2. For patches between 1/2- to 1-inch-deep use SikaTop 111 Plus.
 - 3. For patches greater than 1 inch thick that are:
 - a. Vertical - use Sika Top122 Plus extended with 3/8-to-1/2-inch, presoaked, coarse aggregate per manufacturer's recommendations.
 - b. Overhead - use SikaTop 122, extended with 3/8 to 1/2-inch coarse aggregate.
- B. For full depth, high strength, load bearing patches – use Deck Mix AE, US Concrete Products, or Metro Mix 240AE, American Stone Mix, Inc.
- C. For > 1-inch-deep column patches or beam repairs – use shrinkage compensated cementitious pump and pour mortar – Sika Monotop 611, extended per manufacturer's specification with coarse aggregate, or Sonneborn, Div. of BASF, Deep Pour Mortar extended with coarse aggregate.
- D. Parge Coat – use W.R. Meadows, Meadow-patch T1, Sika Corporation, SikaTop 121 Plus, or Edison Coatings, Expo 43 or Elastofill 354.
- E. For large patches and all structural repairs, the contractor shall request direction from the Engineer as to an appropriate repair material or mix design.
- F. Zinc-rich material for coating reinforcing steel, embedded plates, etc. to be FX-406 zinc-rich primer manufactured by Fox Industries, Inc., Sherwin Williams Zinc-Clad XI, or approved equal.
- G. All reinforcing bar to be new billet steel conforming to ASTM designation A-615, grade 60 (Fy=60,000 psi) deformed bar. All reinforcing shall be detailed, fabricated, and placed in accordance with the ACI "Manual of Standard Practice for Detailing Concrete Structures" (ACI-315).
- H. 1/4 inch bent all-thread pins (for concrete repairs).

- I. Hilti Kwik Bolt II expansion anchors which meet requirements of AISI 304/316. Size(s) to be as directed by Engineer.
- J. Chemical Set Fasteners – Powerfast Epoxy by Powers Company or HIT system by Hilti. Size(s) to be as directed by Engineer and application per manufacturer's recommendations.

2.02 Sealants and Accessories

- A. Sealants for any Required Work: Chemically and physically compatible for intended use; capable of withstanding movement of up to 50 percent of joint or crack width; satisfactorily applied throughout a temperature range of 40 to 80 degrees F; Shore "A": hardness of maximum 50; non-staining; of a color acceptable to the Owner. Prior to starting work, submit manufacturer's information and color charts for all needed sealants.
 1. Use silicone sealant such as 795 by Dow Chemical for all exterior joints, including:
 - a. Concrete-to-concrete joints;
 - b. Window and door perimeters; and
 - c. Wall penetrations.
 2. Use multicomponent urethane sealant such as Sikaflex 2c NS by Sika, Sonolastic NP2, by Sonneborne, or Vulkem 227, by Tremco for all deck-to-wall joints.
- B. Bond Breaker Tape: Adhesive tape with non-stick surface or approved equal.
- C. Backer rod: Closed cell, non-gassing, foam rod stock of appropriate size (diameter) to meet the needs of field application.

2.03 Wall Coating and Related Accessories

- A. Coatings for use at exterior walls shall be silicone-based waterproof coatings.
 1. AllGuard Silicone Elastomeric Coating as manufactured by Dow Corning
 2. SilShield SEC 2400 as manufactured by GE Silicones
- B. Color and texture shall be selected by Owner from manufacturer's standard charts.
- C. All related products (primers, cleaners, bonding agents, etc.) must be approved by the coating manufacturer for use in the system.

2.03 Deck Coatings

- A. A fluid-applied aliphatic polyurethane waterproofing coating consisting of a fast-setting moisture curing mechanism. Materials shall be low odor and VOC compliant.
- B. The following manufacturers will be considered acceptable for use on this project.
 1. Masterseal;
 2. Tremco; and
 3. Neogard.
- C. System Performance Requirements: Provide material complying with the following requirements:
 1. Hardness (Base Coat): Shore A (60) per ASTM D 2240.
 2. Hardness (Topcoat): Shore A (89) per ASTM D 2240.

3. Tensile strength (Base Coat): 752 psi (5.2 MPa) per ASTM D 412.
 4. Tensile strength (Topcoat): 2,500 psi (17.2 MPa) per ASTM D 412.
 5. Elongation (Base Coat): 595 percent per ASTM D 412.
 6. Elongation (Topcoat): 502 percent per ASTM D 412.
 7. Tear strength (Base Coat): 74 PIT per ASTM D 1004.
 8. Tear strength (Topcoat): 199 PIT per ASTM D 1004.
 9. Weight loss (Base Coat): 16 percent. Max: 40.
 10. Weight loss (Topcoat): 17 percent. Max: 40.
 11. Low temperature flexibility and crack bridging: No Cracking of base or topcoat.
 12. Adhesion peel (Primer and Base Coat): Plywood 34 pli, Primed mortar 43 pli per ASTM C 957.
 13. UL 790 Class A rating.
 14. Weathering Performance Requirements: (ASTM C 957).
 15. Elongation recovery: 94 percent. Minimum passing: 90 percent.
 16. Tensile retention: 151 percent. Minimum passing: 80.
 17. Elongation retention: 94 percent. Minimum passing: 90.
 18. Abrasion resistance (CS-17 Wheel, 1,000 g load, 1,000 cycles): 1 mg lost — system passes. Maximum loss: 50 mg.
 19. Crack bridging (1,000 cycles): System passes.
- C. Topcoat: Color to be selected by Owner from standard list of colors.
- D. Related manufacturer's primers.
- E. Aggregate: 30 mesh silicon carbide or #2 sand complying with coating manufacturer requirements.

2.04 Soffit Coating and Related Accessories

- A. Coatings for use at soffits shall be breathable water-based acrylic waterproof coatings.
- B. Performance Requirements: Provide material complying with the following requirements:
1. Flexibility, per ASTM D1737, 1 inch mandrel: No cracking.
 2. Wind-Driven Rain, TT-C-555B: Passed.
 3. Water-Vapor Permeance: 13 perms per ASTM D1653.
 4. Accelerated Weathering at 5,000 Hours: Passes per ASTM G23, Type D.
 5. Visual Color Change at 5,000 Hours: Passes per ASTM D1729.
 6. Chalking at 5,000 Hours: Passes per DOT Method A and B.
 7. Freeze/Thaw Resistance at 50 Cycles: Passed per ASTM C67.
 8. Salt Spray Resistance: Passes per ASTM B117 at 300 hours.
 9. Dirt Pick-Up: 92.02 percent per ASTM D3719.
 10. Fungus Resistance: No growth per ASTM D3273.
- C. Color shall be selected by Owner from manufacturer's standard charts.
- D. All related products (primers, cleaners, bonding agents, etc.) must be approved by the coating manufacturer for use in the system.

PART 3 - EXECUTION

3.01 Inspection and Preparation

- A. Prior to starting work, Contractor to survey work area and document all existing damage not included in the work scope. Damaged items/elements may include broken windows or sliding glass doors, missing screens, damage to roofs, terrace, canopies, etc. Sealants, coatings or other debris on building surfaces and any other damaged surfaces or elements shall also be noted in writing prior to starting work. Provide written cost quotations for any needed repair, replacement, maintenance, etc. outside of the scope of this contract. Once work begins, any/all damage reported will become the contractor's responsibility to repair (at his expense).
- B. Survey all slab surfaces visually to locate defects. Defects may include exposed steel, rust bleeds, concrete cracks, popouts, delaminations, spalls, voids/honeycombs, etc. and shall be marked with removable ink or crayon. Summarize marked areas on a sketch and the areas quantified and summarized on a repair sheet to be given to Engineer for verification.
- C. Provide suitable barriers to isolate work areas from traffic, pedestrians, etc.
 - 1. Obtain Owner's permission for using ground level parking areas.
 - 2. Provide suitable barriers to protect pedestrians from overhead work. Provide a section through proposed overhead protection for the Engineer's review.
 - 3. Only those areas approved in advance by the Owner may be closed off for work.
 - 4. Protect building surfaces and interior against damage.
- D. Examine all surfaces. Verify surfaces are smooth, free of depressions, waves, or projections. Make needed repairs or replacements to the surface to obtain a suitable substrate. Prior to repairing portions of the deck, provide cost estimates and get approval from the Owner.
- E. Temporarily remove all signs mounted to walls and surfaces to be coated. Store for reinstallation. Fill all resultant holes with repair mortar. Reinstall all signs using similar securement (fasteners or adhesive). All new fasteners shall be stainless steel.

3.02 Protection

- A. Protect all building surfaces from damage from all aspects of the repair work (i.e., demolition, concrete repair, welding, sealant installation, etc.). Special care should be taken to protect the garage, walkways, and parking lot areas during the repair work (i.e., cover areas with insulation, plywood, install barricades, etc.).
- B. Install temporary shoring supports as required before beginning concrete removal. Shoring design to be pre-approved by professional engineer.
- C. Coordinate with Owner and building occupants a schedule of work. One purpose of such scheduling would be to inform occupants about the possibility of odor intrusion into units, potential damage to personal property, etc. and to advise them to take appropriate precautions (such as closing windows, removing wall-hung items, removing vehicles or belongings from work areas, etc.).
- D. Contractor is solely responsible for providing all necessary barricades, tape, etc. to identify and secure the work areas.

- E. Use plywood or other means to protect from damage all work and storage areas (including areas where trailers are parked).
- F. Provide protection against pedestrian intrusion into the work zone by temporary enclosures.

3.03 Wall Coating Removal

- A. Remove all existing coatings and texture down to the existing concrete substrate from designated exterior wall surfaces.
 - 1. Existing coating and texture to be fully removed to expose concrete surfaces.
 - 2. Use appropriate dust and debris control devices to minimize airborne dust and debris.
- B. Grounds are to be cleaned of all debris daily. All debris removed should be directly loaded into a dumpster or truck (provided by the Contractor) at a mutually agreed location between the Contractor and the Owner and not stockpiled on the ground, balconies, pool deck, or roof.

3.04 Repair Work - General

- A. The Contractor shall provide appropriate unit and lump-sum prices in writing with their bid. Contractor to provide prices for all anticipated additional (extra) work as required. Obtain Owner's prior approval before performing any repair work not included in the lump-sum prices or not in the contract.
- B. Report to the Owner any surfaces that are not prepared properly to receive repairs. The starting of work by the Contractor shall be considered agreement by the contractor that surfaces covered are satisfactory. Beginning of repair work means acceptance of substrate and work areas.

3.05 Concrete Rehabilitation

- A. Concrete Removal: Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2 inch. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcing (do not cut reinforcing). Remove loose and deteriorated concrete by breaking up and dislodging from reinforcing.
 - 1. Remove concrete between cuts to a depth of at least 1/2 inch.
 - 2. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar to provide at least a 3/4-inch clearance.
 - 3. Test areas where concrete has been removed by tapping with hammer and remove additional concrete until unsound concrete is completely removed.
 - 4. Provide fractured aggregate surfaces with a profile of at least 1/8 inch that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level.
 - 5. Thoroughly clean removal areas of loose concrete, dust, and debris.
- B. Reinforcing Bar Preparation: Remove loose and flaking rust from reinforcing bars by high-pressure water cleaning, and/or abrasive blast cleaning as required until only tightly bonded light rust remains.

1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, splice in new or cut bars and remove and replace as directed by Engineer. Remove additional concrete as necessary to provide at least a 3/4-inch clearance at existing and replacement bars. Splice, lap, mechanically couple or weld replacement bars to existing bars in accordance with ACI 318.

C. Application of Concrete Repair Materials

1. Zinc Rich Coating: Apply to reinforcing bars by brush or roller according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry before applying second coat. Allow to dry before placing patching mortar or concrete.
2. Patching Material Scrub-Coat: Dampen repair area and surrounding concrete 6 inches beyond repair area until it maintains a Saturated Surface Dry Condition (SSD). Remove standing water and apply scrub-coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub-coat dries, recoat before applying patching mortar or concrete.
3. Patching Mortar: Unless otherwise recommended by manufacturer, apply as follows:
 - a. Wet substrate thoroughly and then remove standing water to achieve SSD condition. Scrub a slurry of neat patching material into substrate, filling pores and voids if recommended by material manufacturer.
 - b. Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
 - c. For vertical patching, place material in lifts of not more than 1-1/2 inches nor less than 1/4 inch. Do not feather edge.
 - d. For overhead patching, place material in lifts of not more than 1 inch nor less than 1/4 inch. Do not feather edge.
 - e. After each lift is placed, consolidate material and screed surface.
 - f. Where multiple lifts are used, score surface of lifts to provide a rough surface for application of subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
 - g. Allow surfaces of lifts that are to remain exposed to become firm and then finish to a smooth surface with a wood or sponge float. Strike surfaces flush to match elevation of perimeter edges. Provide uniform transitions at boundary of repair.
 - h. Wet-cure cementitious patching materials, including polymer-modified, cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.
4. Concrete: Place per manufacturer's and ACI requirements.
 - a. Apply mortar scrub-coat to SSD concrete substrate.
 - b. Use vibrators to consolidate concrete as it is placed.
 - c. At unformed surfaces, screed concrete to produce a surface that when finished with patching mortar will match required profile and surrounding concrete.
 - d. Place concrete by form and pump method where overhead repairs exceed three (3) square feet.
 - i. Design and construct forms to resist pumping pressure in addition to weight of wet concrete. Seal joints and seams in forms and junctions of forms with existing concrete.

- ii. Pump concrete into place, releasing air through holes located at high points in slab excavations and from forms as concrete is introduced. When formed space is full, close air vents and pressurize to 14 psi.
- e. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
- f. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match elevation of surrounding concrete.

D. Concrete Finishing

- 1. Carefully consolidate patching material at thick patches by using a mechanical vibrator or carefully hand-tamping. Do not over-vibrate the patching material and do not use vibrator to move concrete in patch area. Level the top surface using a screed to match the surrounding elevations and provide proper slope unless directed otherwise by the Engineer.
- 2. Do not over-finish/work surface of the patching material.
- 3. Do not add any water to concrete during finishing work. This includes brushing, spraying or any other means.
- 4. Install a parge/texture on all concrete repairs to match the existing texture of the surrounding surfaces except where a coarser finish is required by the coating manufacturer.

E. Concrete shall be cured according to the following minimum requirements.

- 1. The repair area shall be covered with clean, wet (soaked) burlap and a layer of plastic over the burlap as soon as the surface will support it without deformation. Tape the edges of the plastic to the slab to slow evaporation. Keep the plastic in place for 72 hours and keep the burlap wet by re-soaking periodically to prevent complete drying of the burlap.
- 2. The plastic may then be removed, and the saturated burlap allowed to dry slowly for an additional 48 hours.
- 3. If the curing temperature falls below (and stays below) 50 degrees Fahrenheit, the concrete can be allowed to air dry while covered by the burlap. Contractor shall take necessary precautions to prevent concrete from freezing which may include the use of cement substitutions, heaters, blankets, or other means. Frozen concrete shall be removed and replaced at the Contractor's expense.
- 4. The curing time shall be extended, as the Engineer directs. Curing methods shall be compatible with sealer and/or coatings to be applied to concrete surfaces. The finish shall not be discolored, and the penetration of the future sealer and/or coatings shall not be prevented/inhibited by the curing compound selected.
- 5. No resin, sodium-silicate, wax, or chlorinated rubber-based curing compounds will be allowed.
- 6. Remove forms after Engineer approval.

F. Fill all holes from fasteners from removed shutters, signs, etc. with repair mortar.

3.06 Sealant Work - General

- A. Prior to placing sealant, properly prepare joints and surfaces, as required by the sealant manufacturer.
 - 1. Totally clean, grind, cut, brush, etc. all surfaces down to solid material and remove all dust, old sealants, foreign materials, etc. that could possibly interfere with the bonding of the sealant to the building substrate material.

2. Carefully prime all surfaces that are to be bonded to the sealant. Note: Primers may be required for metals and concrete. Consult sealant manufacturers' qualified representative for proper primer selection and application requirements.
 3. As required, place backer rod or bond breaker tape to control sealant depth and to prevent three-point bonding of the sealant in joints.
 4. As needed, apply tape along the edges of joints so as to give a uniform appearance and prevent sealant from bonding to surfaces beyond the joints.
- B. Apply sealant in accordance with the sealant manufacturer's requirements and recommended practices, including application temperatures.
1. Examine joints to be sealed for construction defects, which would adversely affect execution of work.
 2. Ensure that any concrete repairs adjacent to sealant joint have cured 28 days minimum and contain no significant moisture that would adversely affect the sealant joint(s).
 3. Prior to placing sealant, properly rout all cracks greater than 1/16-inch-wide or any cracks required to be sealed by the coating and/or sealer manufacturers.
 - a. Totally clean, grind, cut, brush, etc. all surfaces down to solid material and remove all dust, old sealants, ice, frost, moisture, release agents, liquid repellents, foreign materials, etc. that could possibly interfere with the bonding of the sealant to the building substrate material.
 - b. Priming: A primer shall be used at all joints except on new window frame surfaces. Sealant shall not be applied when substrates are wet or when the temperature is below 40 degrees F.
 - c. As required, place backer rod or bond breaker tape to control sealant depth and to prevent three-point bonding of the sealant in joints.
 - d. As needed, apply tape along the edges of joints (mask) so as to prevent sealant from bonding to exposed surfaces.
 4. Apply sealant in joints using pressure gun with nozzle cut to fit joint width.
 5. Deposit sealant in uniform, continuous bead.
 6. Properly fill horizontal joints, openings, etc. to prevent water from being retained on the finished sealant.
 7. Carefully tool the exposed sealant surface to help assure proper bond and to provide a smooth, attractive appearance, which prevents water from being retained on the finished sealant. Tool joints within manufacturer's suggested setting time.
 8. Where used, remove tape placed along joint edges immediately after tooling.

3.07 Textured Parge Coat

- A. Prepare wall surfaces to receive textured parge coat.
- B. Assure all concrete repairs are completed and cured.
- C. Apply parge coat to wall surfaces to cover concrete surfaces and to achieve approved texture. Parge coat to be applied in accordance with the manufacturer's guidelines.

3.08 Exterior Wall Coating

- A. Clean all wall surfaces to be recoated as required to remove all residual dust and foreign materials.

- B. Apply coating to wall surfaces in strict compliance with manufacturer's requirements.
 - 1. Clean all to be coated by pressure washing or other suitable means. Be sure surfaces are properly prepared, clean, and free of laitance, dirt, dust, grease, oil, etc. Also, be sure surfaces are cool and use clean water to cool surfaces as needed.
 - 2. Apply primer where required by manufacturer.
 - 3. Apply wall coating by brush, roller, or airless sprayer.
 - 4. Apply primer as required by the manufacturer to ensure proper adhesion.
 - a. Apply primer acceptable to coating material manufacturer.
 - b. Allow primer to adequately cure.
 - 5. Apply two (2) coats to designated substrates at the following manufacturer's specified rates.
 - a. Use consistent application techniques throughout project.
 - b. Maintain proper wet-film thickness during application to ensure performance characteristics desired.
 - c. Work to natural break in surfaces before stopping work.
 - d. Work from wet edge with 50 percent overlap.
 - e. Use sufficient material to provide color uniformity but avoid buildups and runs.
 - f. Apply coating in manner to obtain pinhole-free, consistent film build on treated surfaces.

3.09 Urethane Pedestrian Grade Deck Coating

- A. Power wash clean all existing balcony deck surfaces.
 - 1. Remove all loose or debonded coating.
- B. Prepare the deck as recommended by coating manufacturer to provide a suitable surface for the coating to be applied.
 - 1. Dry the deck and clean it as necessary to provide a suitable substrate.
 - 2. Repair divots and other surface imperfections to provide suitable substrate.
 - 3. Exposed concrete surfaces shall be visibly dry and pass a four-hour rubber mat test (no condensation) prior to application of top surface coating system. Mat shall be black and taped to deck on all edges.
 - 4. Protect building surfaces and interior against damage.
- C. Contractor to have a manufacturer's representative visit the site and approve surfaces prior to installing the coating assembly. Manufacturer's representative will be required to issue a letter stating substrate was properly detailed and prepared to receive the coating assembly prior to approval of any invoices containing deck coating work.
- D. Contractor to perform adhesion and moisture (vapor transmission) tests in the test area(s) and elsewhere as required by the Engineer or manufacturer's representative as necessary to verify no adhesion/compatibility problems exist.
- E. The Contractor may proceed with coating work only after all test areas(s) are accepted by the Owner, Engineer, and manufacturer's representative. Contractor is responsible for re-testing surfaces to be coated after moisture has been introduced to the concrete surfaces using the "plastic sheet" method as outlined in ASTM 4263.
- F. Report to the Owner any surfaces that are not acceptable to be properly coated. The starting of coating work by the Contractor shall be considered prima-facie evidence

that surfaces are satisfactory. Beginning of coating work means acceptance of substrate.

- G. Install a 3/4-inch sealant cove (cant) at transitions of horizontal to vertical surfaces, projections, walls, etc.
- H. Primer and Detail Work
 - 1. Primer: Prime all concrete, masonry, and metal surfaces at the manufacturer's recommended rate. Concrete primer shall be allowed to completely dry but shall not be applied more than 8 hours preceding application of coating.
 - 2. Apply 30 mil dry film thickness of non-flowing type coating for a distance of 1-1/2 inch on each side of all cracks and for a distance of six inches on vertical and horizontal surfaces at junctures with walls and projections through the slab.
- I. Base Coat
 - 1. Apply coating material after all moisture has escaped deck surface at a dry film thickness of 20 mils. Backroll to assure uniform leveling. Extend coating to cover exposed vertical faces of deck. Provide a clean, true, and straight line (transition) between this coating and the building wall surfaces.
 - 2. Extend coating fully into existing weep holes.
 - 3. Allow to cure as required by the manufacturer and for 16 hours minimum. At temperatures less than 75 degrees F (24 degrees C) and relative humidities less than 50 percent, extend curing time.
- J. Topcoat
 - 1. Apply top coating material at a dry film thickness of 12 mils to all areas, which have been previously coated.
 - 2. Extend coating fully into existing weep holes.
 - 3. While coating is still fluid, uniformly broadcast aggregate over the surface at the minimum rate to excess. Immediately back roll to evenly distribute and completely coat (encapsulate) the aggregate.

3.10 Soffit Coating

- A. Clean all wall surfaces to be recoated as required to remove all residual dust and foreign materials.
- B. Apply coating to wall surfaces in strict compliance with manufacturer's requirements.
 - 1. Clean all to be coated by pressure washing or other suitable means. Be sure surfaces are properly prepared, clean, and free of laitance, dirt, dust, grease, oil, etc. Also, be sure surfaces are cool and use clean water to cool surfaces as needed.
 - 2. Apply by brush, roller, or airless sprayer.
 - 3. Apply primer as required by the manufacturer to ensure proper adhesion.
 - a. Apply primer acceptable to coating material manufacturer.
 - b. Allow primer to adequately cure.
 - 4. Apply two (2) coats to designated substrates at the following manufacturer's specified rates.
 - a. Use consistent application techniques throughout project.
 - b. Maintain proper wet-film thickness during application to ensure performance characteristics desired.
 - c. Work to natural break in surfaces before stopping work.
 - d. Work from wet edge with 50 percent overlap.

- e. Use sufficient material to provide color uniformity but avoid buildups and runs.
- f. Apply coating in manner to obtain pinhole-free, consistent film build on treated surfaces.

3.11 Clean-Up

- A. Remove all markings from finished surfaces. In areas where finished surfaces are soiled caused by Contractor's work (either directly or indirectly), consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- B. Bear costs of repairs and restoration of work of others damaged by Contractor's materials and/or operations.
- C. Interior living space, window glass, frames, finishes and any other amenities affected by the Work shall be cleaned by a professional cleaning organization (retained by the contractor) with a minimum of five years documented experience in cleaning interior surfaces after construction and prior to occupancy.
- D. At completion, before Owner's acceptance, remove all debris and excess materials from the project.

END OF SPECIFICATION

DRAWINGS

EXTERIOR REPAIRS AND RECOATING

ANTIGUA CONDOMINIUM

8500 COASTAL HIGHWAY
 OCEAN CITY, MARYLAND
 ETC PROJECT M3-4852

DRAWING SCHEDULE

- C1 – COVER SHEET
- 1.0 – FLOOR PLANS
- 1.1 – FLOOR PLANS – COATING SCHEDULE
- 2.0 – REPAIR DETAILS
- 3.0 – REPAIR DETAILS

GENERAL WORK SCOPE

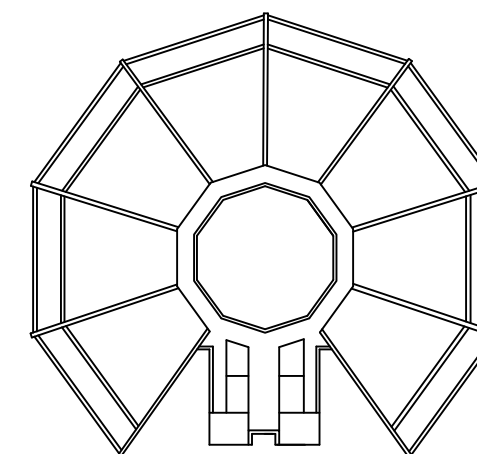
1. REMOVE EXISTING COATING FROM DESIGNATED EXTERIOR WALLS.
 - A. EXTERIOR WALLS;
 - B. INTERIOR AND EXTERIOR COOLING TOWER WALLS; AND
 - C. INTERIOR AND EXTERIOR BALCONY WALLS.
2. CLEAN AND PREPARE ALL REMAINING WALLS TO BE COATED.
3. REPAIR CRACKED OR DETERIORATED EXTERIOR CONCRETE ELEMENTS.
4. REMOVE AND REPLACE DESIGNATED EXTERIOR SEALANTS.
 - A. CONCRETE-TO-CONCRETE JOINTS;
 - B. UNIT WINDOWS AND SLIDING GLASS DOOR PERIMETERS;
 - C. HALLWAY WINDOW PERIMETERS, EXTERIOR;
 - D. WALL PENETRATIONS; AND
 - E. SHUTTER PERIMETERS.
5. PREPARE AND APPLY TEXTURED PARGE COAT TO WALLS WHERE EXISTING TEXTURE WAS REMOVED.
6. CLEAN AND APPLY TWO COATS OF SILICONE COATING TO PREPARED WALL SURFACES.
7. RECOAT THE BALCONY SOFFITS WITH TWO COATS OF BREATHABLE PAINT.
8. RECOAT THE BALCONY DECKS, INCLUDING DECK-TO-WALL SEALANT REPLACEMENT.
9. CONTRACTOR TO PROVIDE THE FOLLOWING WARRANTIES FOR THE PROJECT.
 - A. FIVE YEAR CONTRACTOR WARRANTY
 - B. TWENTY YEAR SILICONE COATING WARRANTY
 - C. TWENTY YEAR SILICONE SEALANT WARRANTY
 - D. FIVE YEAR URETHANE COATING WARRANTY
 - E. FIVE YEAR URETHANE SEALANT WARRANTY

GENERAL NOTES


1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, DRAWINGS, MANUFACTURER'S STANDARDS AND BUILDING CODE REQUIREMENTS.
2. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS AS THEY RELATE TO THE WORK AND REPORT TO THE ENGINEER AND OWNERS OF ANY CONDITIONS THAT WILL IMPACT THE WORK.
3. ALL WORK IS TO BE COORDINATED WITH OWNERS AND MANAGEMENT.
4. SITE IS TO BE CLEANED DAILY OF ALL CONSTRUCTION-RELATED DEBRIS.
5. ONCE PROJECT IS COMPLETE, CONTRACTOR TO REMOVE ALL CONSTRUCTION-RELATED MATERIALS AND EQUIPMENT FROM THE SITE.

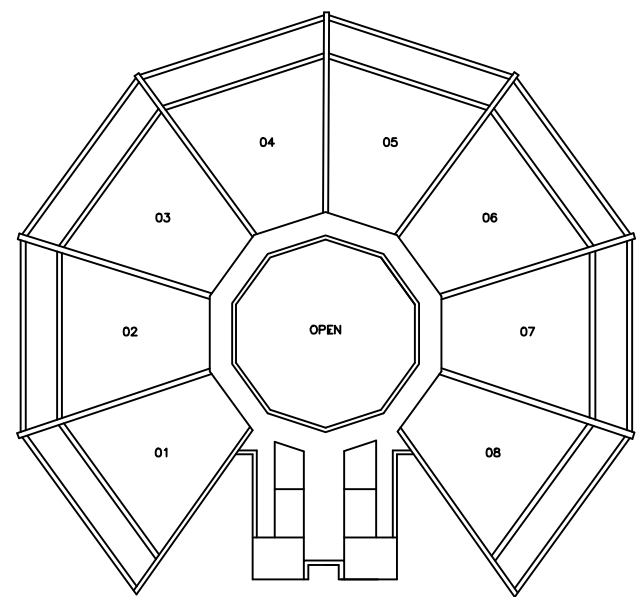
CODE ANALYSIS

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 IEBC 2021
 OCCUPANCY GROUP R-2
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 EXPOSURE D

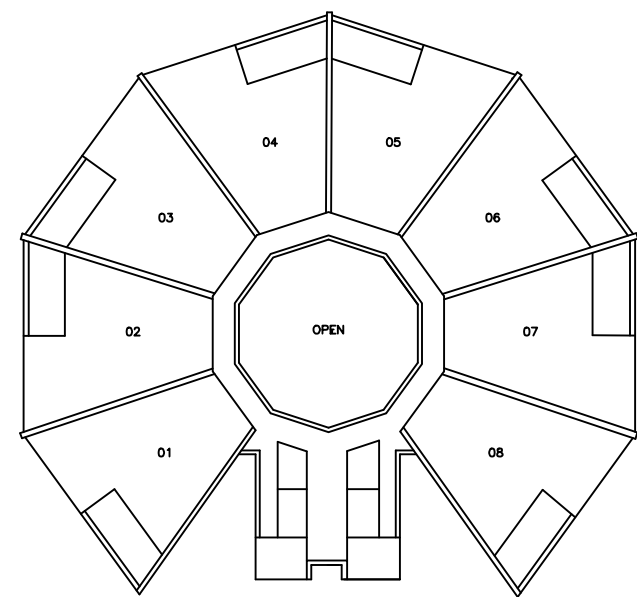


BUILDING PLAN

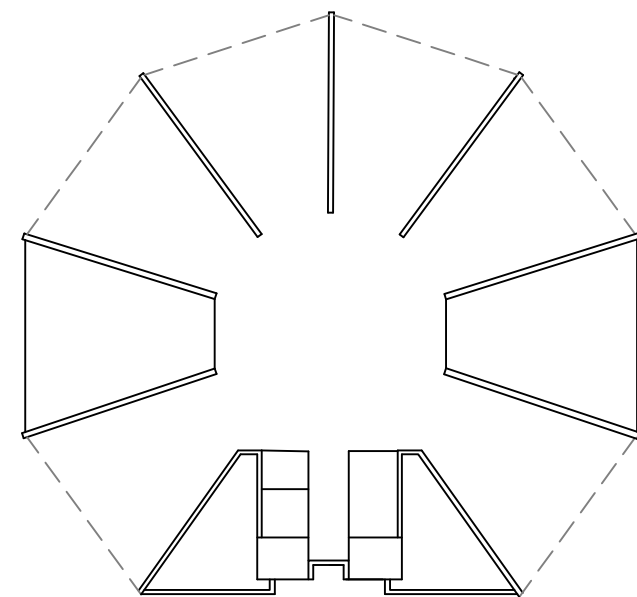
SCALE: AS NOTED	JOB NO. M3-4852	DATE: 03/12/2024	COVER SHEET	 www.etc-web.com Engineering and Technical Consultants, Inc. 7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046 t 410.312.4761 f 410.312.0482
APPROVED BY: KIRK R. PARSONS				
DRAWN BY: KRP	REVISED: 12/03/2024	DRAWING NO: C1		



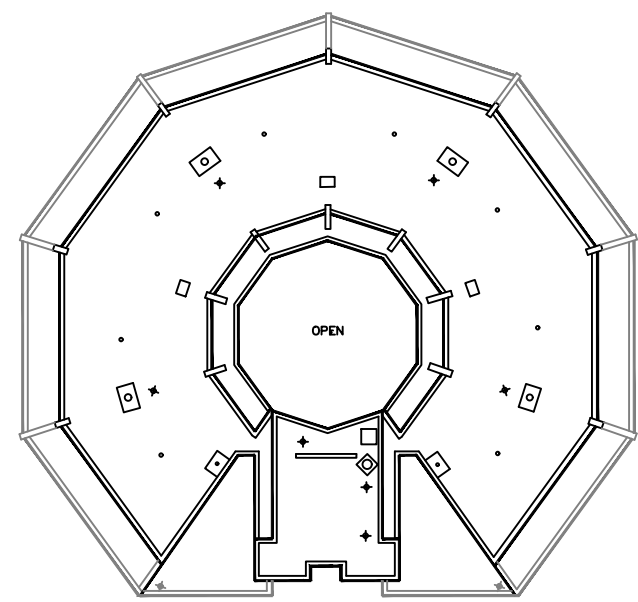
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1.0 TYPICAL FLOOR PLAN
FLOOR 13



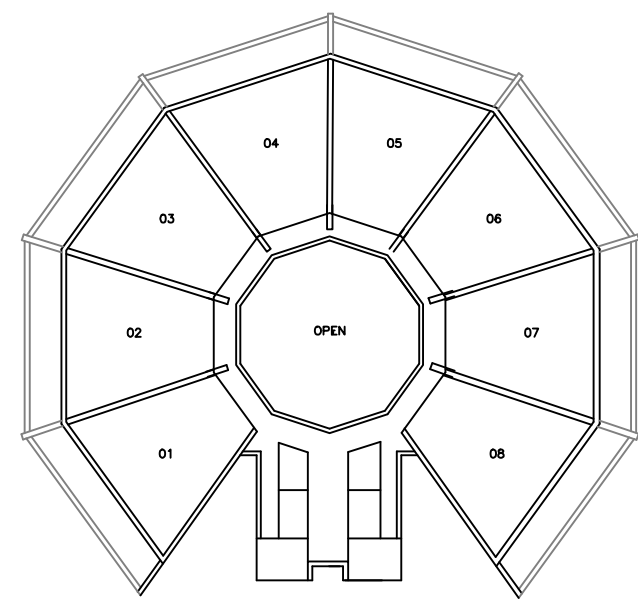
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1.0 TYPICAL FLOOR PLAN
FLOORS 1-12




3
1.0 TYPICAL FLOOR PLAN
GROUND LEVEL

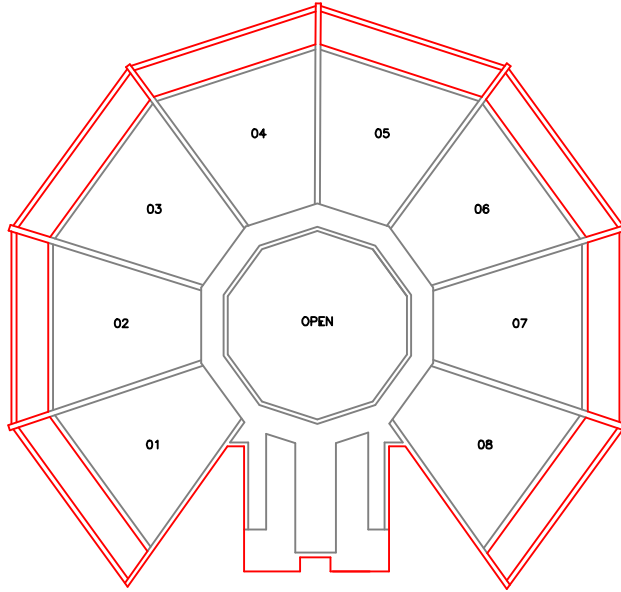


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1.0 ROOF PLAN

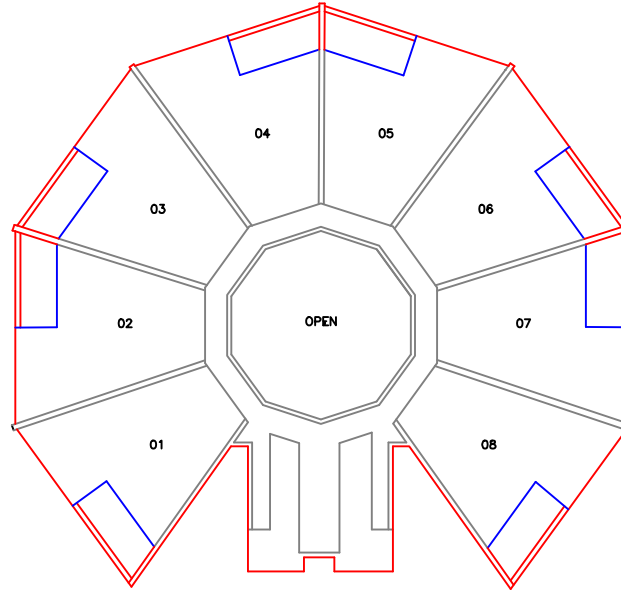


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1.0 TYPICAL FLOOR PLAN
FLOOR 14

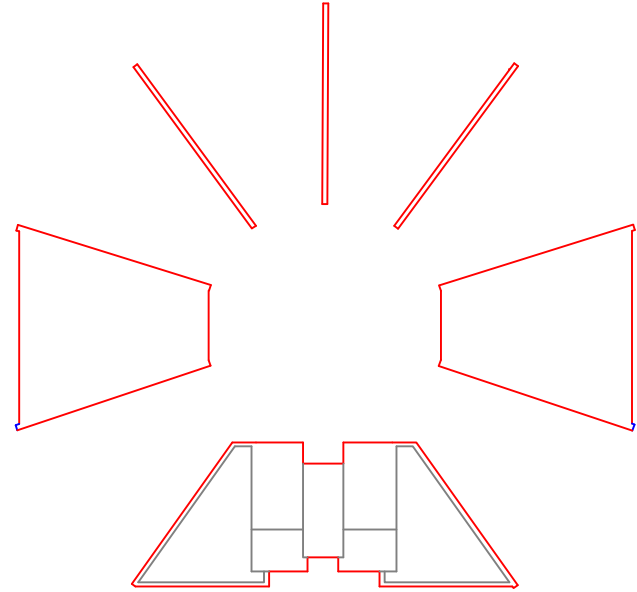
SCALE: AS NOTED	JOB NO. M3-4852	DATE: 03/12/2024	FLOOR PLANS	 www.etc-web.com Engineering and Technical Consultants, Inc. 7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046 t 410.312.4761 f 410.312.0482
APPROVED BY: KIRK R. PARSONS				
DRAWN BY: KRP	REVISED: 12/03/2024	DRAWING NO: 1.0		



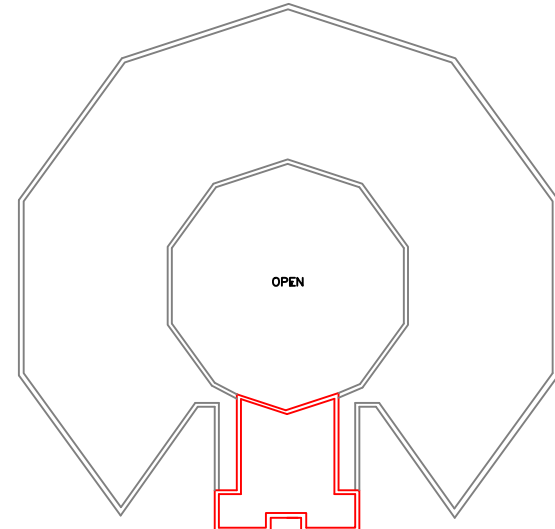
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1.1 TYPICAL FLOOR PLAN
FLOOR 13



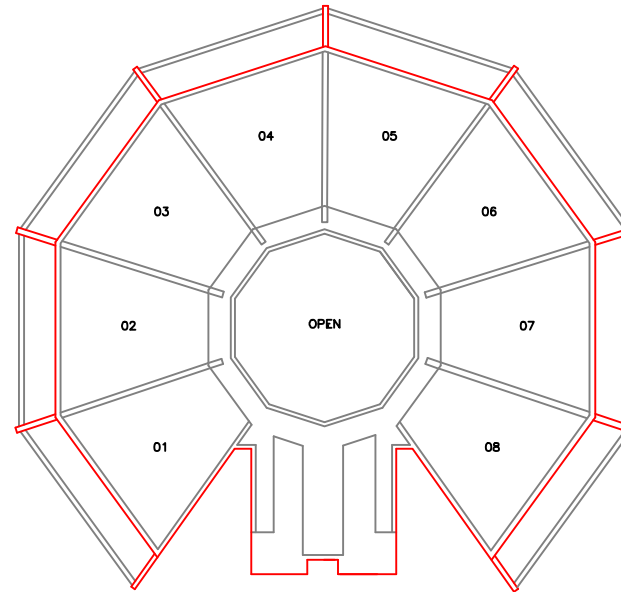
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1.1 TYPICAL FLOOR PLAN
FLOORS 1-12



3
1.1 TYPICAL FLOOR PLAN
GROUND LEVEL




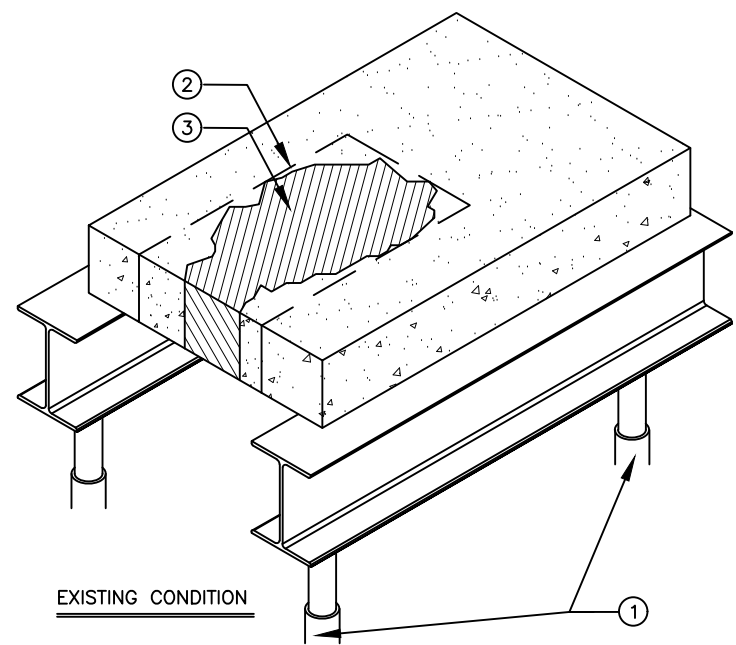
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1.1 ROOF PLAN



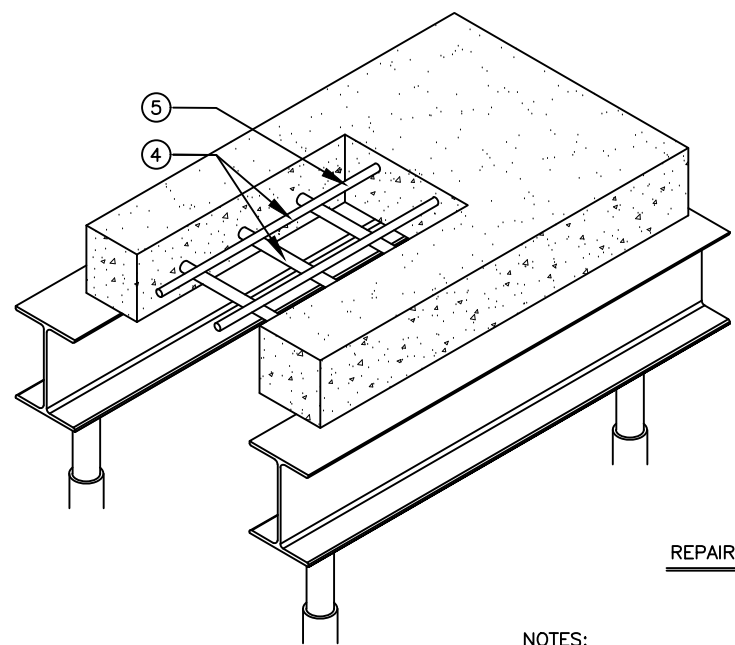
5
1.1 TYPICAL FLOOR PLAN
FLOOR 14

RED INDICATES WALLS WHERE EXISTING COATING AND TEXTURE ARE TO BE REMOVED.
BLUE INDICATES WALLS WHERE EXISTING COATING AND TEXTURE ARE TO REMAIN.

SCALE: AS NOTED	JOB NO. M3-4852	DATE: 03/12/2024	FLOOR PLANS – COATING SCHEDULE	 www.etc-web.com Engineering and Technical Consultants, Inc. 7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046 t 410.312.4761 f 410.312.0482
APPROVED BY: KIRK R. PARSONS				
DRAWN BY: KRP	REVISED: 3/18/2025	DRAWING NO: 1.1		



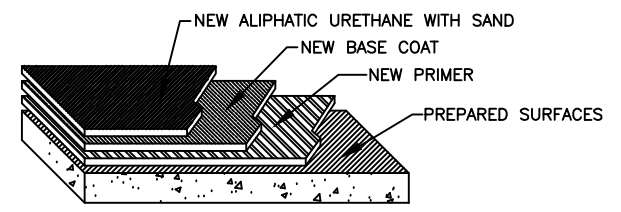
EXISTING CONDITION



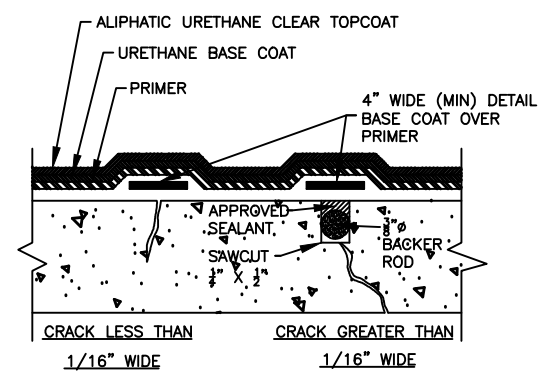
REPAIRED CONDITION

1 FULL DEPTH CONCRETE SLAB REPAIR
2.0 N.T.S.

- NOTES:
1. SHORE SLAB AS REQUIRED.
 2. SAWCUT ALONG PERIMETER OF THE AREA TO BE REPAIRED (SQUARE/UNDERCUT EXCAVATIONS).
 3. REMOVE ALL UNSOUND CONCRETE.
 4. SANDBLAST EXPOSED REINFORCING STEEL.
 5. SUPPLEMENT EXISTING REINFORCING STEEL AS REQUIRED. APPLY TWO (2) COATS OF ZINC-RICH PAINT.
 6. PLACE, FINISH, AND CURE NEW CONCRETE OR REPAIR MATERIAL IN ACCORDANCE WITH ACI GUIDELINES.

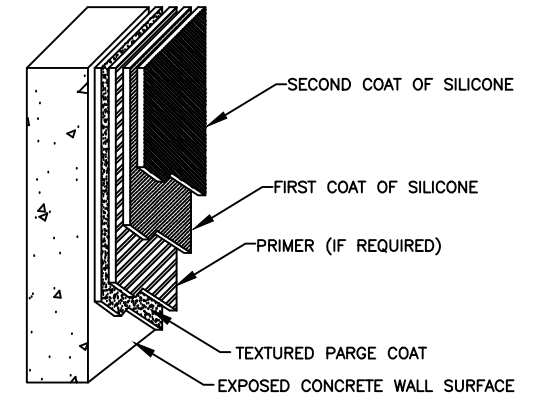


2 TYPICAL URETHANE PEDESTRIAN TRAFFIC DECK COATING
2.0 N.T.S.




3 TYPICAL CRACK DETAILING
2.0 N.T.S.

- NOTES:
1. SAW CUT CRACKS GREATER THAN 1/8" WIDE. BLOW DUST OUT OF SAW CUT. INSTALL BACKER ROD AND FILL WITH URETHANE SEALANT. ALLOW SEALANT TO CURE OVERNIGHT. IF CRACK IS NON MOVING SAW CUT SHOULD BE 1/4" BY 1/4" OMIT BACKER ROD.
 2. CONFER WITH MANUFACTURER FOR PRIMER INSTRUCTIONS.
 3. APPLY DETAIL COAT OVER HAIR LINE CRACKS, COLD JOINTS, AND SEALED CRACKS.
 4. APPLY PEDESTRIAN TRAFFIC COATING PER MANUFACTURER'S RECOMMENDATIONS.



4 TYPICAL CROSS SECTION OF NEW WALL COATING
2.0 N.T.S.

SCALE: AS NOTED	JOB NO. M3-4852	DATE: 03/12/2024	REPAIR DETAILS	 www.etc-web.com Engineering and Technical Consultants, Inc. 7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046 t 410.312.4761 f 410.312.0482
APPROVED BY: KIRK R. PARSONS				
DRAWN BY: KRP	REVISED: 12/03/2024	DRAWING NO: 2.0		

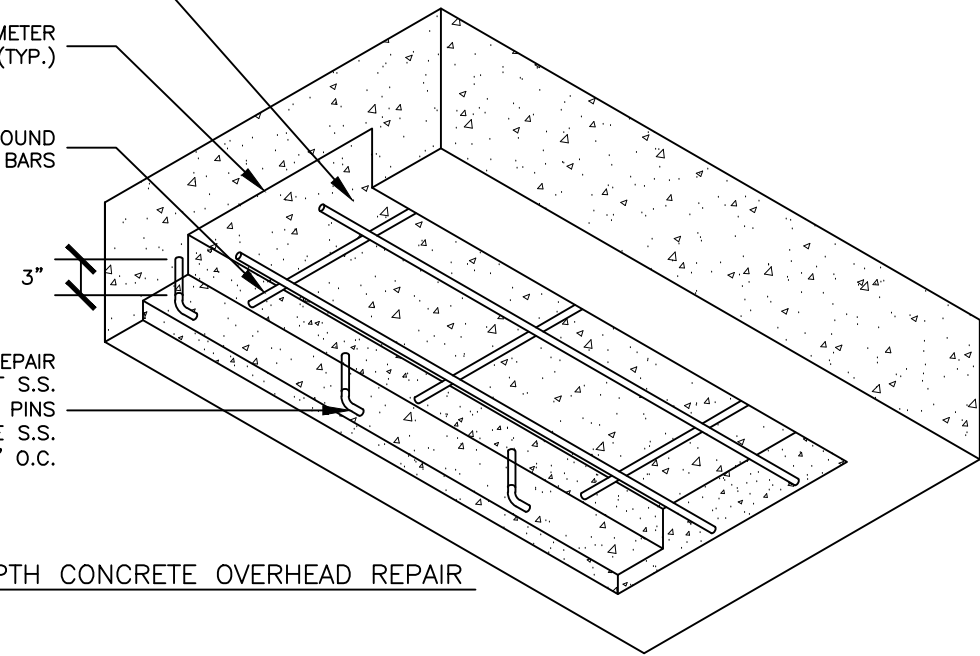
PLACE, FINISH, AND CURE NEW CONCRETE OR REPAIR MATERIAL (NOT SHOWN FOR CLARITY PURPOSES) IN ACCORDANCE WITH ACI GUIDELINES

1/2" SAWCUT AROUND PERIMETER OF REPAIR AREA (TYP.)

3/4" MIN. CLEARANCE AROUND REINFORCING BARS

3"

MECHANICALLY ANCHOR REPAIR PATCH WITH EPOXY-SET S.S. 1/4" Ø ALL THREAD BENT PINS @8" O.C. AND/OR USE S.S. WEDGE ANCHORS @8" O.C.



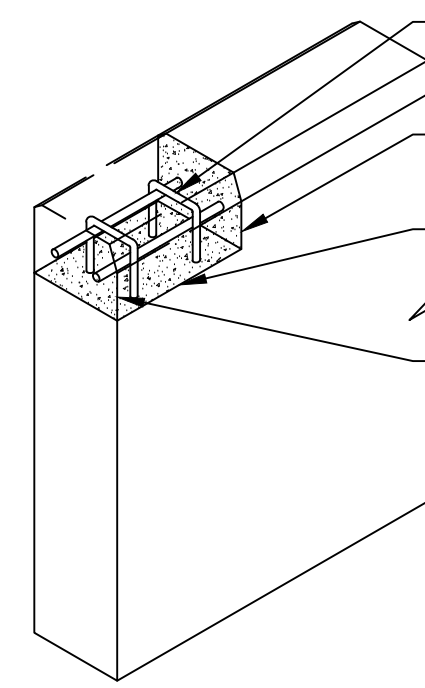
1 PARTIAL DEPTH CONCRETE OVERHEAD REPAIR
3.0 N.T.S.

SANDBLAST EXPOSED REINFORCED STEEL AND SUPPLEMENT AS REQUIRED. APPLY TWO (2) COATS OF ZINC-RICH PAINT TO ALL STEEL

SAWCUT ALONG THE PERIMETER OF THE AREA TO BE REPAIRED (SQUARE/UNDERCUT EXCAVATIONS)

ROUT AND SEAL AROUND PERIMETER OF REPAIR AREA

PLACE, FINISH, AND CURE NEW CONCRETE OR REPAIR MATERIAL (NOT SHOWN FOR CLARITY PURPOSES) IN ACCORDANCE WITH ACI GUIDELINES



2 VERTICAL CONCRETE REPAIR - FULL DEPTH
3.0 N.T.S.

ROUT AND SEAL AROUND PERIMETER OR REPAIR AREA

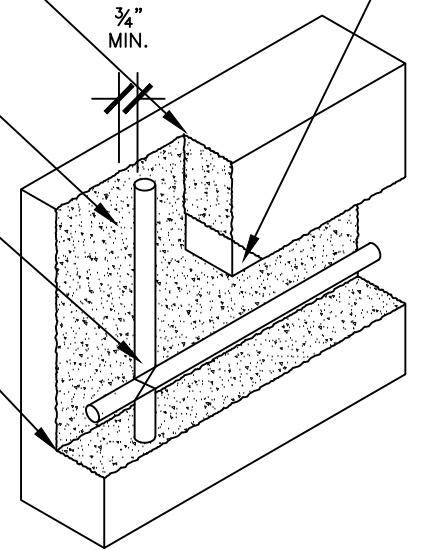
PLACE, FINISH, AND CURE NEW CONCRETE OR REPAIR MATERIAL (NOT SHOWN FOR CLARITY PURPOSES) IN ACCORDANCE WITH ACI GUIDELINES

SANDBLAST EXPOSED REINFORCED STEEL, AND SUPPLEMENT AS REQUIRED. APPLY TWO (2) COATS OF ZINC-RICH PAINT TO STEEL

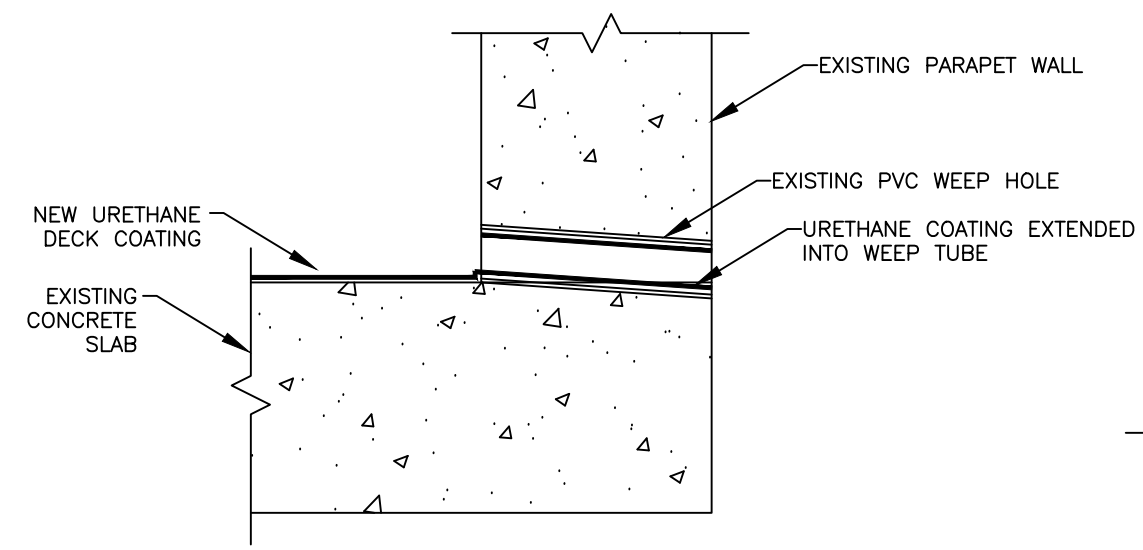
SAWCUT ALONG THE PERIMETER OF THE AREA TO BE REPAIRED (SQUARE/UNDERCUT EXCAVATIONS)

3/4" MIN.

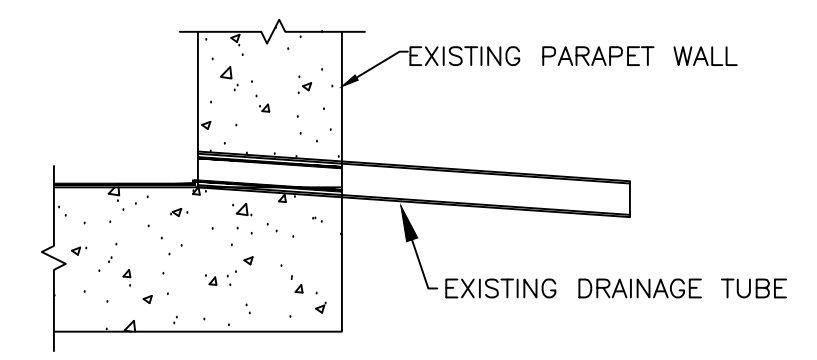
SAWCUT INSIDE CORNERS ON 45° ANGLE, MIN. 3" LENGTH




3 VERTICAL CONCRETE REPAIR - PARTIAL DEPT
3.0 N.T.S.



4 TYPICAL CROSS SECTION OF NEW WALL COATING
3.0 N.T.S.



5 TYPICAL CROSS SECTION OF NEW WALL COATING
3.0 N.T.S.

SCALE: AS NOTED	JOB NO. M3-4852	DATE: 02/22/2024	REPAIR DETAILS	 Engineering and Technical Consultants, Inc. www.etc-web.com
APPROVED BY: KIRK R. PARSONS				
DRAWN BY: KRP	REVISED: 12/03/2024	DRAWING NO: 3.0		

ADDENDA

ADDENDUM NO. 1
EXTERIOR REHABILITATION PROJECT
ANTIGUA CONDOMINIUM
OCEAN CITY, MARYLAND
ETC PROJECT M3-4852
01/16/2025

TO ALL BIDDERS:

The following clarifications are being made to the scope of work for the above referenced project. This Addendum supplements and amends the original Project Specifications and Drawings, dated December 20, 2024, and shall become part of the Construction Documents. The following clarifications are being made.

1. The exterior texture removal on the interior balcony walls should include all units, including ones with balcony window enclosures. If it is decided to eliminate the texture removal from the interior walls on these balconies, this will be treated as a credit change order.
2. In the balconies with window enclosures, replacement of the interior sealant around the perimeter of the windows should be included. If it is decided to eliminate the texture removal from the interior walls on these balconies, this work will be eliminated and treated as a credit change order.
3. Please note that there are currently 23 balconies with window enclosures.