

SPECIFICATIONS:

SPECIFICATIONS AND GENERAL CONDITIONS

GENERAL CONDITIONS

AIA DOCUMENT A201 - 2017 AIA GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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GENERAL CONDITIONS

THE FOLLOWING SUPPLEMENTS MODIFY THE AIA DOCUMENT A201 - 2017 AIA GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION WHICH IS MADE A PART OF THESE CONTRACT DOCUMENTS. WHERE AN ARTICLE, SECTION OR SUBSECTION IN THE GENERAL CONDITIONS IS AMENDED, VOIDED OR SUPERSEDED BY THE FOLLOWING PARAGRAPHS, THE PROVISIONS OF SUCH ARTICLE, SECTION OR SUBSECTION NOT SO AMENDED, VOIDED OR SUPERSEDED SHALL REMAIN IN EFFECT.

ADD THE FOLLOWING SUBSECTION: 1.2.4 IN GENERAL, THE DRAWINGS INDICATE DIMENSIONS, POSITIONS AND DETAILS OF CONSTRUCTION; THE SPECIFICATIONS DESCRIBE QUALITIES OF MATERIAL AND METHODS OF WORKMANSHIP. WORK DESCRIBED IN THE SPECIFICATIONS, SHOWN ON THE DRAWINGS, OR NECESSARY FOR PROPER COMPLETION OF THE WORK, SHALL BE EXECUTED IN A COMPETENT MANNER AND SHALL BE OF THE MATERIALS BEST ADAPTED TO THE PURPOSE WHERE SUCH WORK OR MATERIALS ARE NOT SPECIFICALLY MENTIONED.

ADD THE FOLLOWING SUBSECTION: 1.2.5 SHOULD CONFLICTS OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS, CONTRACTOR IS DEEMED TO HAVE ESTIMATED ON THE MORE EXPENSIVE PRODUCT, METHOD AND MATERIAL.

ADD THE FOLLOWING SUBSECTION: 1.2.6 WORK AND MATERIALS SHALL BE THE BEST OF THE KINDS SPECIFIED AND INDICATED. SHOULD WORK OR MATERIALS BE REQUIRED WHICH ARE NOT DIRECTLY OR INDIRECTLY CALLED FOR IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS, BUT WHICH ARE NECESSARY FOR PROPER FULFILLMENT OF THE OBVIOUS INTENT, SAID WORK OR MATERIALS SHALL BE THE SAME AS SIMILAR PARTS THAT ARE DETAILED, INDICATED OR SPECIFIED, AND CONTRACTOR SHALL UNDERSTAND THE SAME TO BE IMPLIED AND PROVIDE FOR IT IN THEIR PROPOSAL AS FULLY AS IF IT WERE PARTICULARLY DESCRIBED OR DELINEATED.

ADD THE FOLLOWING SUBSECTION: 3.1.4 EXECUTE PARAGRAPH 1 CHANGES TO READ: DEFECTIVE WORK NOT REMEDIED, OR FAILURE TO BEGIN REMEDIAL ACTION WITHIN 5 DAYS FOLLOWING WRITTEN NOTIFICATION.

ADD THE FOLLOWING SUBSECTION: 3.1.5 IF CONTRACTOR OBSERVES ERRORS, DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS, CONTRACTOR SHALL PROMPTLY NOTIFY ARCHITECT, REQUESTING CLARIFICATION. IF CONTRACTOR PROCEEDS WITH WORK AFFECTED BY SUCH ERRORS, DISCREPANCIES OR OMISSIONS WITHOUT RECEIVING SUCH CLARIFICATION, THEY DO SO AT THEIR OWN RISK. ADJUSTMENTS INVOLVING SUCH CIRCUMSTANCES MADE BY CONTRACTOR, PRIOR TO APPROVAL BY ARCHITECT, SHALL BE AT CONTRACTOR'S RISK AND THE SETTLEMENT OF COMPLICATIONS OR DISPUTES SHALL BE AT CONTRACTOR'S SOLE EXPENSE.

ADD THE FOLLOWING SUBSECTION: 3.2.5 CONTRACTOR SHALL COMPARE CONDITIONS AT THE SITE WITH CONTRACT DOCUMENTS. CONTRACTOR SHALL NOTIFY ARCHITECT OR OWNER, IN WRITING, AT OR BEFORE SUBMITTING THEIR BID, OF DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS AT THE SITE.

ADD THE FOLLOWING SUBSECTION: 3.2.6 NEITHER OWNER NOR ARCHITECT ASSUME RESPONSIBILITY FOR AN UNDERSTANDING OR REPRESENTATION MADE BY THEIR AGENTS OR REPRESENTATIVES PRIOR TO THE EXECUTION OF THE AGREEMENT UNLESS SUCH UNDERSTANDINGS OR REPRESENTATIONS ARE EXPRESSLY STATED IN THE AGREEMENT, AND THE AGREEMENT EXPRESSLY PROVIDES THAT RESPONSIBILITY IS ASSUMED BY OWNER.

ADD THE FOLLOWING SUBSECTION: 3.2.7 MAPS, SOIL INVESTIGATION REPORTS AND SIMILAR REFERENCE DATA MADE AVAILABLE TO CONTRACTOR ARE GIVEN FOR CONTRACTOR'S INFORMATION ONLY, AND NEITHER OWNER NOR ARCHITECT ASSUME RESPONSIBILITY FOR CONCLUSIONS CONTRACTOR MAY DRAW.

ADD THE FOLLOWING SUBSECTION: 3.2.8 FAILURE OF CONTRACTOR TO ACQUAINT THEMSELVES WITH AVAILABLE INFORMATION CONCERNING THE WORK SHALL NOT RELIEVE CONTRACTOR FROM THE RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK.

ADD THE FOLLOWING TO SUBSECTION 3.3.3 NEITHER THE PRESENCE NOR ABSENCE OF OWNER OR ARCHITECT, NOR THEIR AUTHORIZED REPRESENTATIVES, SHALL RELIEVE CONTRACTOR FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS.

ADD THE FOLLOWING SUBSECTION: 3.4.4 WHEN REQUESTED BY ARCHITECT, CONTRACTOR SHALL DELIVER TO ARCHITECT (PRIOR TO FINAL ACCEPTANCE OF THE WORK AS A WHOLE) SIGNED CERTIFICATES FROM SUPPLIERS OF MATERIALS AND MANUFACTURED ITEMS STATING THAT SUCH ITEMS CONFORM TO CONTRACT DOCUMENTS.

ADD THE FOLLOWING SUBSECTION: 3.4.5 CONTRACTOR, UPON AWARD OF THE CONTRACT, OR WHERE SHOP DRAWINGS, PRODUCT DATA OR SAMPLES ARE REQUIRED, UPON RECEIPT OF THEIR APPROVAL, SHALL PLACE ORDERS FOR MATERIALS, WORK, FABRICATION AND EQUIPMENT TO BE INCORPORATED IN THE WORK. CONTRACTOR SHALL KEEP ARCHITECT INFORMED AS TO THE AVAILABILITY OF MATERIALS, WORK, FABRICATIONS AND EQUIPMENT SPECIFIED AND TO ADVISE ARCHITECT, IN WRITING, OF ORDERS PLACED AND OF SUCH MATERIAL, WORK, FABRICATION AND EQUIPMENT, WHICH MAY NOT BE AVAILABLE FOR THE PURPOSES OF THE CONTRACT.

ADD THE FOLLOWING SUBSECTION: 3.4.6 LABOR SHALL BE PERFORMED IN THE BEST MOST COMPETENT MANNER BY MECHANICS SKILLED IN THEIR RESPECTIVE TRADES. STANDARDS FOR WORK REQUIRED THROUGHOUT SHALL BE OF SUCH GRADE AS WILL RESULT IN FIRST CLASS WORK.

ADD THE FOLLOWING SUBSECTION: 3.4.7 MECHANICS WHOSE WORK IS UNSATISFACTORY TO OWNER OR ARCHITECT OR IS CONSIDERED BY OWNER OR ARCHITECT TO BE CARELESS, UNSKILLED OR OTHERWISE OBJECTIONABLE SHALL BE DISMISSED UPON WRITTEN NOTICE FROM OWNER.

IN SUBSECTION 3.7.3 DELETE "KNOWING IT TO BE"

ADD THE FOLLOWING SUBSECTION: 3.7.6 CONTRACTOR SHALL, BEFORE COMMENCING WORK, VERIFY GRADES, LINES, LEVELS AND DIMENSIONS SHOWN ON THE DRAWINGS AND SHALL REPORT ERRORS OR INCONSISTENCIES TO ARCHITECT. CONTRACTOR SHALL NOT PROCEED UNTIL SUCH ERRORS OR INCONSISTENCIES ARE CORRECTED.

ADD THE FOLLOWING SUBSECTION: 3.7.7 CONTRACTOR SHALL ESTABLISH AND MAINTAIN BUILDINGS AND CONSTRUCTION GRADES, LINES, LEVELS AND BENCHMARKS AND SHALL BE RESPONSIBLE FOR THEIR ACCURACY AND PROTECTION. THIS WORK SHALL BE PERFORMED BY A LICENSED SURVEYOR.

ADD THE FOLLOWING SUBSECTION: 3.7.8 CONTRACTOR SHALL PROTECT TEMPORARY BENCHMARKS AND MAINTAIN THEM IN PLACE FOR THE DURATION OF THE CONTRACT OR UNTIL, SUCH TIME AS THEIR REMOVAL DOES NOT AFFECT COMPLETION OF THE PROJECT.

ADD THE FOLLOWING SUBSECTION: 3.7.9 CONTRACTOR SHALL NOT REMOVE PROPERTY LINE MARKERS OR MONUMENTS OR DATA ESTABLISHED BY OWNER. IF SUCH ARE DAMAGED OR REMOVED CONTRACTOR SHALL BEAR COST OF REPLACEMENT.

IN SUBSECTION 3.9.1 DELETE FIRST SENTENCE AND INSERT THE FOLLOWING: CONTRACTOR SHALL EMPLOY A COMPETENT SUPERINTENDENT AND NECESSARY ASSISTANTS WHO SHALL ATTEND AT THE PROJECT SITE ON A FULL-TIME BASIS DURING THE PERFORMANCE OF THE WORK. THE SUPERINTENDENT SHALL NOT DIVIDE THEIR DUTIES OR RESPONSIBILITIES AMONG OTHER PROJECTS THAT ARE NOT A SPECIFIC PORTION OF THIS AGREEMENT.

IN SUBSECTION 3.12.7 CHANGE "APPROVED" TO "REVIEWED"

IN SUBSECTION 3.12.8 CHANGE "ARCHITECT'S APPROVAL" TO "ARCHITECT'S REVIEW" IN THE FIRST AND SECOND SENTENCE.

IN SECTION 3.13 ADD THE FOLLOWING: CONTRACTOR SHALL BE LIABLE FOR DAMAGE CAUSED BY CONTRACTOR TO OWNERS' PREMISES. CONTRACTOR SHALL HOLD AND SAVE OWNER AND THEIR AGENTS' FREE AND HARMLESS FROM LIABILITY OF ANY KIND ARISING FROM THE USE, TRESPASS OR DAMAGE OCCASIONED BY THEIR OPERATIONS ON PREMISES OR THIRD PERSONS.

ADD THE FOLLOWING SUBSECTION: 3.14.3 EXERCISE CARE IN CUTTING OPERATIONS, AND PERFORM SUCH OPERATIONS UNDER ADEQUATE SUPERVISION BY COMPETENT MECHANICS SKILLED IN THE APPLICABLE TRADE. OPENINGS SHALL BE NEATLY CUT AND SHALL BE KEPT AS SMALL AS POSSIBLE TO AVOID UNNECESSARY DAMAGE.

ADD THE FOLLOWING SUBSECTION: 3.14.4 REPLACING, PATCHING AND REPAIRING OF MATERIALS AND SURFACES CUT OR DAMAGED IN THE EXECUTION OF THE WORK SHALL BE PERFORMED BY EXPERIENCED MECHANICS, SUCH REPLACING, REPAIRING AND PATCHING SHALL BE DONE WITH THE APPLICABLE MATERIALS, IN SUCH A MANNER THAT SURFACES SO REPLACED WILL MATCH THE SURROUNDING SIMILAR SURFACES.

IN SUBSECTION 4.2.7 DELETE, "UNLESS OTHERWISE SPECIFICALLY STATED BY THE ARCHITECT,"

IN SUBSECTION 5.2.3 ADD THE FOLLOWING: THE PROVISIONS OF THIS SUBPARAGRAPH PROVIDING FOR ADJUSTMENT OF PRICE SHALL NOT APPLY IF CONTRACTOR HAS PROPOSED A SUBCONTRACTOR UNQUALIFIED UNDER APPLICABLE STATE LAW.

IN SUBSECTION 6.1.1 ADD THE FOLLOWING: OWNER'S FORCES MAY BE EITHER UNION OR NON-UNION.

IN SUBSECTION 6.1.3 DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING: CONTRACTOR SHALL PROVIDE FOR THE COORDINATION OF THE WORK OF OWNERS' FORCES AND OF EACH SEPARATE CONTRACTOR WITH THE WORK OF CONTRACTOR.

IN SECTION 9.2 ADD "AND OWNER" AFTER ARCHITECT.

ADD THE FOLLOWING SUBSECTION: 9.3.1.3 APPLICATION FOR PAYMENT SHALL BE MADE ON AIA FORM G-702 AND G-703, APPLICATION AND CERTIFICATE FOR PAYMENT, (4 COPIES) UTILIZING COMPLETE PROVISIONS PROVIDED BY THE FORM. PROVIDE SIGNATURE SPACE FOR OWNERS APPROVAL.

ADD THE FOLLOWING SUBSECTION: 9.3.2.1 CONTRACTOR AGREES TO ACCOMPANY PAYMENT REQUESTS, EXCEPT THE FIRST, WITH LIEN WAIVERS PERTAINING TO THE WORK PERFORMED AND MATERIALS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND MATERIAL SUPPLIER. CONTRACTOR SHALL FURTHER AGREE THAT OWNER SHALL HAVE THE RIGHT TO ISSUE CHECKS MADE JOINTLY AVAILABLE TO CONTRACTOR AND SUCH SUBCONTRACTOR OR MATERIAL SUPPLIER.

ADD THE FOLLOWING SUBSECTION: 9.3.2.2 CONTRACTOR AGREES THAT EACH SUBCONTRACTOR SHALL CONTAIN AN EXPRESS PROVISION SATISFACTORY IN FORM AND CONTENT TO OWNER WHEREBY SUCH SUBCONTRACTOR OR MATERIAL SUPPLIER COMPLETELY AGREES THAT THE BENEFITS OF OWNER'S IT WAIVER RIGHTS TO FILE MECHANICS LIENS WITH RESPECT TO UNPAID SERVICES OR MATERIALS PROVIDED BY IT AS SPECIFIED BY CURRENT STATE STATUTES.

ADD THE FOLLOWING SUBSECTION: 9.3.2.3 SUCH SUBCONTRACTOR OR MATERIAL SUPPLIER SHALL AGREE TO GIVE WRITTEN NOTICE TO OWNER OF NONPAYMENT FOR MATERIALS AND SERVICES, WHICH NOTICE SHALL INCLUDE A SPECIFIC DETAIL LISTING OF THE SERVICES AND MATERIALS WITH RESPECT TO WHICH PAYMENT HAS NOT BEEN MADE. IF LIENS ARE FILED AGAINST OWNER'S PROPERTY, OWNER MAY, AT THEIR OPTION, REQUIRE CONTRACTOR TO PROVIDE A BOND IN ACCORDANCE WITH STATE STATUTES. FINAL LIEN WAIVERS SHALL ACCOMPANY THE FINAL PAYMENT REQUEST. LIEN WAIVERS SHALL BE ON AIA DOCUMENT G-706A.

IN SUBSECTION 9.5.1 PARAGRAPH 1 CHANGES TO READ: DEFECTIVE WORK NOT REMEDIED, OR FAILURE TO BEGIN REMEDIAL ACTION WITHIN 5 DAYS FOLLOWING WRITTEN NOTIFICATION.

IN SUBSECTION 9.6.3 CHANGE "ARCHITECT WILL, ON REQUEST" TO READ "OWNER MAY, ON REQUEST AND AT THEIR DISCRETION"

IN SUBSECTION 9.8.1 ADD "AND THE CERTIFICATE OF OCCUPANCY OR EQUIVALENT HAVE BEEN ISSUED BY THE APPLICABLE GOVERNMENTAL AGENCY" TO THE END OF THE PARAGRAPH.

ADD THE FOLLOWING SUBSECTION: 9.8.6 CONTRACTOR SHALL REIMBURSE OWNER BY DEDUCTIVE CHANGE ORDER, FOR ARCHITECT'S ADDITIONAL SERVICES MADE NECESSARY BY CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN FIFTEEN DAYS FROM SUBSTANTIAL COMPLETION.

ADD THE FOLLOWING SUBSECTION: 9.10.2.1 NEITHER THE FINAL PAYMENT NOR THE REMAINING RETAINED PERCENTAGE SHALL BECOME DUE UNTIL REQUIREMENTS LISTED IN SECTION 01 77 00 CONTRACT CLOSEOUT ARE COMPLETED.

ADD THE FOLLOWING SUBSECTION: 10.2.9 CONTRACTOR SHALL BE RESPONSIBLE FOR EXISTING STRUCTURE AND IMPROVEMENTS, BOTH ABOVEGROUND AND UNDERGROUND, INCLUDING THE FINISHES WITHIN THE ADJOINING WORKING AREAS, AND SHALL PROVIDE ADEQUATE PROTECTION, EITHER BY BARRICADES, COVERING OR TEMPORARY REMOVAL. EXISTING STRUCTURES OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AND REPLACED WITH MATERIALS, WORKMANSHIP, FIXTURES OR EQUIPMENT OF THE SAME QUALITY AND SIZE AS REQUIRED BY CONTRACT DOCUMENTS.

IN SUBSECTION 11.1.2 ADD THE FOLLOWING: 11.1.2.1 THE INSURANCE REQUIRED BY SUBSECTION 11.1.1 SHALL BE WRITTEN FOR NOT LESS THAN THE FOLLOWING, OR GREATER IF REQUIRED BY LAW:

1 WORKERS' COMPENSATION INSURANCE: STATE, TO BE STATUTORY, APPLICABLE FEDERAL, TO BE STATUTORY, EMPLOYER'S LIABILITY \$100,000

2 COMPREHENSIVE GENERAL LIABILITY INSURANCE (INCLUDING PREMISES-OPERATION, INDEPENDENT CONTRACTOR'S PROTECTION; PRODUCTS AND COMPLETED OPERATIONS); BODILY INJURY: \$1,000,000 EACH OCCURRENCE, \$2,000,000 ANNUAL AGGREGATE PROPERTY DAMAGE: \$1,000,000 EACH OCCURRENCE, \$2,000,000 ANNUAL AGGREGATE

3 CONTRACTUAL LIABILITY INSURANCE: BODILY INJURY: \$1,000,000 EACH OCCURRENCE PROPERTY DAMAGE:\$1,000,000 EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE

4 PERSONAL INJURY INSURANCE, WITH EMPLOYMENT EXCLUSION DELETED: \$2,000,000 ANNUAL AGGREGATE

5 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: BODILY INJURY: \$1,000,000 EACH PERSON, \$2,000,000 EACH OCCURRENCE PROPERTY DAMAGE: \$1,000,000 EACH OCCURRENCE

6 CONTRACTOR SHALL PROVIDE THE LIMITS OF LIABILITY BY A COMBINATION OF THE ABOVE DESCRIBED POLICY FORMS AND AN UMBRELLA EXCESS LIABILITY POLICY.

CONTRACTOR'S EXCESS LIABILITY, UMBRELLA FORM, BODILY INJURY AND PROPERTY DAMAGE COMBINED: \$2,000,000 EACH OCCURRENCE, \$10,000,000 AGGREGATE

ADD THE FOLLOWING SUBSECTION: 11.4.3 BONDS SHALL BE IN ACCORDANCE WITH

STATE LAWS WITH AMOUNT SHOWN EQUAL TO 100% OF THE TOTAL AMOUNT PAYABLE BY TERMS OF THE CONTRACT. SURETY SHALL BE COMPANY LICENSED TO DO BUSINESS IN THE STATE IN WHICH WORK IS LOCATED AND SHALL BE ACCEPTABLE TO OWNER. BOND AMOUNT SHALL BE INCREASED TO INCLUDE CHANGE ORDER ADDED TO THE CONTRACT TO 100% TOTAL VALUE CHANGE ORDER. BOND LIMITATIONS SHALL BE ONE YEAR EXCEPT WHERE STATE LAWS AND STATUTES REQUIRE ADDITIONAL TIME LIMITATIONS.

ADD THE FOLLOWING SUBSECTION: 13.1.1 IN THE EVENT THAT THE BUILDING INSPECTOR OR OTHER PUBLIC OFFICIAL REQUIRES THAT ADDITIONAL WORK BE DONE OR THAT THE WORK UNDER CONTRACT DOCUMENTS BE MODIFIED, CONTRACTOR SHALL NOTIFY ARCHITECT AND ARCHITECT SHALL CHARGE ARCHITECT WITH REVIEW THE REQUESTED CHANGE AND ADVISE CONTRACTOR IN WRITING. THE WORK PERFORMED WITHOUT WRITTEN PERMISSION SHALL BE AT THE EXPENSE OF CONTRACTOR.

SECTION 01 10 00 / SUMMARY

1. THE WORK INCLUDING WORK INDICATED OR SPECIFIED WITHIN THE CONTRACT LIMIT LINES UNLESS THE WORK IS INDICATED AS NIC (NOT IN CONTRACT), ALSO INCLUDE IS WORK NECESSARY TO PROVIDE WATER, GAS, SEWER, TELEPHONE, CABLE AND ELECTRICAL SERVICE TO THE SITE, INCLUDING REPLACEMENT OF PAVING TO MEET THE REQUIREMENTS OF GOVERNING MUNICIPAL AUTHORITIES.

2. PROVIDE COORDINATION FOR UTILITIES INCLUDING APPLICATIONS, NOTICES, MEETINGS, SCHEDULING, FINAL CONNECTIONS AND OTHER TASKS NECESSARY TO PROVIDE UTILITIES TO THE PROJECT.

a. INCLUDE COORDINATION BETWEEN UTILITIES AND TENANTS AS WELL AS OTHERS ON THE PROJECT SITE.

b. WORK SHALL BE IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS.

c. SEND PROPER NOTICES, MAKE NECESSARY ARRANGEMENTS AND COORDINATE SERVICES FOR THE USE OF WORKERS ON THE PROJECT, LOCATED WHERE DIRECTED, AND ENFORCE THEIR USE BY PERSONNEL ON THE PROJECT.

3. LIMIT THE STORAGE OF MATERIALS AND EQUIPMENT TO AREAS INDICATED BY OWNER. NO MATERIAL OR EQUIPMENT SHALL BE PLACED AT LOCATIONS THAT WOULD IMPEDE ACCESS TO OR FROM EXISTING FACILITIES FOR CUSTOMERS, EMPLOYEES OR DELIVERIES. COOPERATE WITH OWNER IN PROVIDING TRAFFIC CONTROL DURING THE COURSE OF CONSTRUCTION TO PROVIDE A MINIMUM OF INCONVENIENCE TO OWNERS' CUSTOMERS.

SECTION 01 12 00 / MULTIPLE CONTRACTS

1. CONSTRUCTION ACTIVITIES, UNDER DIRECT SUPERVISION OF OWNER, ARE CONTEMPLATED IN THE SAME AREA OF WORK DURING THE CONSTRUCTION PERIOD. OTHER CONTRACTORS BEGINNING PROGRESS DURING THE SAME PERIOD SHALL HAVE EQUAL RIGHTS TO USE THE ROADS, GROUNDS AND AREAS.

2. OWNER WILL REQUIRE THE OCCUPANCY OF VARIOUS PORTIONS OF THE BUILDING IN ADVANCE OF THE DATE ESTABLISHED IN THE CONTRACT DOCUMENTS FOR THE COMPLETION OF WORK. THE SCHEDULE OF DATES REQUIRED BY OWNER FOR USES OF THE VARIOUS AREAS PRIOR TO THE COMPLETION OF THE WORK SHALL BE PROVIDED BY OWNER. OWNER SHALL HAVE THE RIGHT TO OCCUPY PORTIONS OF THE BUILDING THAT ARE COMPLETED ON OR AFTER THE SPECIFIED COMPLETION DATE. SUCH OCCUPANCY BY OWNER WILL NOT RELEASE CONTRACTOR OR THEIR BONDING AGENCY FROM WARRANTIES OR GUARANTEES AND COMPLETION OF WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS.

SECTION 01 32 00 / SURVEY

1. VERIFY LAYOUT INFORMATION SHOWN ON DRAWINGS IN RELATION TO PROPERTY SURVEY AND EXISTING BENCHMARKS BEFORE PROCEEDING WITH LAYOUT OF WORK. RECORD DEVIATIONS FROM REQUIRED LINES AND LEVELS, AND ADVISE OWNER PROMPTLY UPON DETECTION OF DEVIATIONS.

2. IMMEDIATELY AFTER THE INSTALLATION OF THE BUILDING FOUNDATIONS, PREPARE A SURVEY SHOWING THE ACTUAL LOCATION OF PERIMETER FOUNDATIONS WITH RESPECT TO PROPERTY LINES. ALSO INCLUDE THE SQUARE FOOTAGE OF THE BUILDING BASED ON THE FOUNDATION. SUBMIT ONE COPY OF SURVEY TO OWNER.

SECTION 01 33 00 / SUBMITTALS

SCHEDULES AND COST BREAKDOWN

1. DELIVER TO OWNER A CONSTRUCTION SCHEDULE, SHOWING THE DATES OF COMMENCEMENT AND COMPLETION OF EACH OF THE VARIOUS SUBDIVISIONS OF THE WORK REQUIRED UNDER THE CONTRACT DOCUMENTS.

2. SUBMIT MONTHLY AN UPDATED PROGRESS REPORT INDICATING WORK COMPLETED DURING THE PRECEDING MONTH AND INDICATE REVISIONS TO THE CONSTRUCTION SCHEDULE.

3. SUBMIT A SCHEDULE OF THE ANTICIPATED MONTHLY PAYMENTS THAT WILL BECOME DUE IN ACCORDANCE WITH THE PROGRESS SCHEDULE. ALSO, SUBMIT AN ITEMIZED BREAKDOWN OF THE COSTS OF THE VARIOUS SUBDIVISIONS OF THE WORK. THE FIGURES USED IN MAKING THESE SCHEDULES WILL BE USED FOR DETERMINING THE BASIS OF PARTIAL PAYMENTS TO THE END THAT AS FIXING A BASIS FOR ADDITIONS OR DEDUCTIONS THE CONTRACT PRICE.

SHOP DRAWINGS, DATA AND SAMPLES

1. SUBMIT SHOP DRAWINGS, MATERIAL LISTS, MANUFACTURER'S LITERATURE, SAMPLES AND OTHER INFORMATION IN SUFFICIENT TIME TO PERMIT PROPER CONSIDERATION AND ACTION ON SAME BEFORE MATERIALS OR ITEMS ARE ORDERED.

5. FURNISH TO ARCHITECT FOR REVIEW, ELECTRONIC SETS OF EACH SHOP DRAWING AND SCHEDULES FOR PARTS OF THE WORK AS SPECIFIED. ARCHITECT WILL CHECK FOR CONFORMANCE WITH CONTRACT DOCUMENTS. DO NOT EXECUTE WORK UNTIL CONFIRMATION OF REVIEW IS OBTAINED. AFTER THE SUBMITTAL HAS BEEN REVIEWED IT IS CONTRACTOR'S RESPONSIBILITY TO RETRIEVE THE SHOP DRAWINGS FROM ARCHITECT.

6. BEFORE SUBMITTING SHOP DRAWINGS FOR REVIEW, CHECK SHOP DRAWINGS FOR ACCURACY, ASCERTAIN THAT WORK CONTIGUOUS WITH AND HAVING BEARING ON OTHER WORK SHOWN ON SHOP DRAWINGS IS ACCURATELY DRAWN, AND THAT WORK SHOWN IS IN CONFORMITY WITH CONTRACT REQUIREMENTS. SHOP DRAWINGS, WHEN SUBMITTED, MUST BEAR A STAMP OF APPROVAL FROM CONTRACTOR. DRAWINGS SUBMITTED WITHOUT SUCH EXECUTED STAMP OF APPROVAL, OR WHEREVER IT IS EVIDENT THAT THE DRAWINGS HAVE NOT BEEN CHECKED, WILL BE RETURNED FOR RESUBMISSION.

7. PREPARE COMPOSITE DRAWINGS AND INSTALLATION LAYOUTS, WHEN REQUIRED TO SOLVE TIGHT FIGHT CONDITIONS. SUCH DRAWINGS SHALL CONSIST OF DIMENSIONED PLANS AND ELEVATIONS, AND MUST GIVE INFORMATION PARTICULARLY AS TO SIZE AND LOCATION OF SLEEVES, INSERTS, ATTACHMENTS, OPENINGS, CONDUITS, DUCTS OR STRUCTURAL INTERFERENCES.

8. WHEN PRODUCT DATA, CONSISTING OF MANUFACTURER'S PRINTED LITERATURE IS REQUIRED TO BE SUBMITTED TO ARCHITECT, IT SHALL BE SUBMITTED IN ORIGINAL FORM. A MINIMUM OF 3 EACH IS REQUIRED; 2 FOR ARCHITECT AND ONE TO BE RETURNED TO CONTRACTOR.

EQUIPMENT LISTS

9. SUBMIT 3 COPIES OF A COMPLETE LIST OF MAJOR ITEMS OF MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT AND MATERIALS WITHIN 30 DAYS AFTER AWARD OF CONTRACT.

10. SUBMITTALS SHALL INCLUDE THE MANUFACTURER'S SPECIFICATIONS, PHYSICAL DIMENSIONS AND RATINGS OF EQUIPMENT. FURNISH PERFORMANCE CURVE DATA FOR PUMPS AND FAN. WHERE SUBMITTAL SHEET DESCRIBES ITEM IN ADDITION TO THAT ITEM BEING SUBMITTED, THE SUBMITTED ITEM SHALL BE CLEARLY MARKED ON THE SHEET AND SUPERFLUOUS INFORMATION SHALL BE CROSSED OUT.

11. EQUIPMENT SUBMITTALS SHALL BE COMPLETE INCLUDING SPACE REQUIREMENTS, WEIGHT, ELECTRICAL AND MECHANICAL REQUIREMENTS, PERFORMANCE DATA AND SUPPLEMENTAL INFORMATION REQUESTED BY ARCHITECT.

SECTION 01 43 00 / TESTING AND SPECIAL INSPECTION

1. THE RESPECTIVE SECTIONS OF THESE SPECIFICATIONS CONTAIN REQUIREMENTS FOR MATERIALS TESTING AND INSPECTIONS. COSTS INCURRED FOR INSPECTION, SPECIAL INSPECTION AND TESTING LABORATORY SERVICES SHALL BE PAID FOR BY CONTRACTOR. SPECIAL INSPECTION SHALL BE PERFORMED BY A LICENSED STRUCTURAL ENGINEER.

2. PROVIDE THE SERVICES OF A TESTING LABORATORY APPROVED BY ARCHITECT. TESTING LABORATORY SHALL REPORT THE RESULTS OF TESTS, IN WRITING, SIMULTANEOUSLY TO THE FOLLOWING: ARCHITECT 1 COPY, STRUCTURAL ENGINEER 1 COPY, CONTRACTOR 2 COPIES

SECTION 01 50 00 / CONSTRUCTION FACILITIES

1. UTILITIES: PROVIDE TEMPORARY ADEQUATE LIGHT AND POWER AND WATER SUPPLY FOR CONSTRUCTION, MAKING NECESSARY ARRANGEMENTS WITH

SERVING UTILITY. RECEIPTS STATING THAT CHARGES HAVE BEEN PAID SHALL ACCOMPANY APPLICATION FOR FINAL PAYMENT.

2. FIRE PROTECTION: PROVIDE ADEQUATE FIRE EXTINGUISHERS ON THE PREMISES DURING THE COURSE OF CONSTRUCTION, OF THE TYPE AND SIZES RECOMMENDED BY THE NFPA. IN THE USE OF HAZARDOUS TYPES OF EQUIPMENT, NO WORK SHALL BE COMMENCED OR EQUIPMENT USED UNLESS FIRE EXTINGUISHERS OF AN APPROVED TYPE AND CAPACITY ARE PLACED IN THE WORK AREA.

3. TEMPORARY ENCLOSURES, BARRIERS AND FENCES: PROVIDE AND MAINTAIN FENCES, BARRICADES AND OTHER PROTECTIVE OF THE REQUESTED CHANGE. ARCHITECT STRUCTURES OR DEVICES NECESSARY FOR THE SAFETY OF WORKERS, EQUIPMENT, THE PUBLIC AND PROPERTY. ABIDE BY STATE OR MUNICIPAL LAWS AND REGULATIONS, AND LOCAL ORDINANCES, LAWS AND OTHER REQUIREMENTS OF THE COUNTY AND OTHER AUTHORITIES HAVING JURISDICTION WITH REGARD TO SAFETY PRECAUTIONS, OPERATION AND FIRE HAZARDS.

4. SECURITY: ARCHITECT AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE PROTECTION OF THE BUILDING AND PREMISES OR FOR LOSS OF MATERIALS, FROM THE TIME THAT THE CONTRACT OPERATIONS HAVE COMMENCED UNTIL THE FINAL ACCEPTANCE OF THE WORK BY OWNER. IF WATCHMAN SERVICE IS DEEMED NECESSARY BY CONTRACTOR, SUCH PROTECTION SHALL BE PROVIDED BY CONTRACTOR.

5. FACILITY AND EQUIPMENT: PROVIDE, INSTALL, MAINTAIN AND OPERATE A COMPLETE AND ADEQUATE FACILITY FOR THE HANDLING, EXECUTION, DISPOSAL, AND DISTRIBUTION OF MATERIAL AND EQUIPMENT REQUIRED FOR THE PROPER AND TIMELY PERFORMANCE OF WORK CONNECTED WITH THE CONTRACT.

6. TOILET FACILITIES: PROVIDE PROPER SANITARY AND ADEQUATE TOILET FACILITIES FOR THE USE OF WORKERS ON THE PROJECT, LOCATED WHERE DIRECTED, AND ENFORCE THEIR USE BY PERSONNEL ON THE PROJECT.

7. HEATING: SHOULD IT BECOME NECESSARY TO DO WORK IN THE BUILDING, SUCH AS PLASTERING, CEMENT WORK OR PAINTING, AT TIMES WHEN THE TEMPERATURE IS BELOW 400 F CONTRACTOR SHALL PROVIDE TEMPORARY HEAT FOR SUCH LENGTH OF TIME AS NECESSARY FOR THE PROTECTION OF THE WORK.

8. SCAFFOLD: THE WORK SHALL INCLUDE PROVIDING, INSTALLING AND MAINTAINING SCAFFOLD NECESSARY FOR THE WORK IN CONFORMITY WITH APPLICABLE LAWS AND ORDINANCES.

9. PROJECT IDENTIFICATION: FURNISH AND ERECT A PROJECT SIGN GIVING THE NAME OF THE PROJECT, OWNER, ARCHITECTS, ENGINEERS AND CONTRACTOR. SIGN SHALL MEET LOCAL ORDINANCE REQUIREMENTS.

SECTION 01 73 00 / DEMOLITION

1. VISIT THE SITE AND REVIEW THE NATURE OF WORK UNDER THIS SECTION PRIOR TO SUBMITTING THE BID. NOTIFY ARCHITECT OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

2. MATERIALS LISTED FOR REUSE OR SALVAGE WHICH IS DAMAGED TO THE EXTENT THAT THEY CANNOT BE REUSED SHALL BE REPLACED BY CONTRACTOR WITH EQUAL QUALITY MATERIAL. COORDINATE WITH OWNER ON DISPOSITION OF SALVAGE ITEMS.

3. REBUILD EXISTING WORK THAT HAS TO BE REMOVED TO ALLOW FOR THE INSTALLATION OF NEW WORK. REPAIR DAMAGE TO THE ROOF AND OTHER SURFACES AND ITEMS.

BUILDING DEMOLITION

4. DEBRIS FROM THE DEMOLITION SHALL NOT BE ALLOWED TO ACCUMULATE WITHIN THE BUILDING OR ON THE SITE, UNLESS LISTED FOR REUSE OR SALVAGE. DEMOLISHED MATERIALS SHALL BECOME THE PROPERTY OF CONTRACTOR, AND SHALL BE REMOVED FROM THE SITE. SPRINKLE DEBRIS, AND USE TEMPORARY ENCLOSURES AS NECESSARY TO LIMIT DUST. DO NOT USE WATER TO THE EXTENT OF CAUSING FLOODING, CONTAMINATION OR RUNOFF.

5. BREAK CONCRETE AND MASONRY INTO SECTIONS LESS THAN 3 FEET IN DIMENSION. LOWER STRUCTURAL FRAMING MEMBERS TO GROUND BY HOIST OR CRANE.

6. REMOVE FLOORS OVER BASEMENT CONSTRUCTION AND REMOVE ON GRADE SLABS. REMOVE EXTERIOR BASEMENT WALLS AND FOOTINGS IN TOTAL. REMOVE BELOW GRADE WOOD AND METAL FROM BUILDING DEMOLITION AREA.

7. PERFORM THE REMOVAL, CUTTING AND DRILLING OF EXISTING WORK WITH CARE, AND USING SMALL TOOLS IN ORDER NOT TO JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. REMOVE EXISTING CONSTRUCTION WHEN EXISTING SUPPORTS ARE REMOVED, TO ALLOW FOR THE INSTALLATION OF NEW WORK. PERFORM CUTTING OF EXISTING CONCRETE AND MASONRY WITH SAWS AND CORE DRILLS, DO NOT USE JACKHAMMERS.

PROTECTION OF EXISTING ROOFING

8. PROVIDE PROTECTION FROM WEATHER WHERE OPENINGS IN EXISTING ROOF ARE CUT FOR NEW WORK, OR WHERE EXISTING ROOFING IS REMOVED TO ALLOW NEW CONSTRUCTION TO JOIN EXISTING.

9. PROVIDE WORKING DECK OF EXTERIOR GRADE PLYWOOD AND WOOD SKIDS OR OTHER APPROVED MATERIAL OVER EXISTING ROOFING WHEN ADJOINING NEW WORK.

SECTION 01 74 00 / CONSTRUCTION WASTE

1. CONDUCT CLEANUP AND DISPOSAL OPERATIONS TO COMPLY WITH LOCAL ORDINANCES AND ANTIPOLLUTION LAWS. USE ONLY CLEANING MATERIALS RECOMMENDED BY THE MANUFACTURER FOR THE SURFACE TO BE CLEANED.

2. DURING THE CONSTRUCTION PERIOD, THE MATERIAL TO BE USED IN THE WORK SHALL BE KEPT IN AN ORDERLY MANNER, NEATLY STACKED OR PILED. CLEAN UP FREQUENTLY (AT LEAST WEEKLY) SCRAP MATERIALS, AND DEBRIS CAUSED BY OPERATIONS, TO THE END THAT AT ALL TIMES THE SITE OF THE WORK SHALL PRESENT A CLEAN AND ORDERLY APPEARANCE.

3. PROVIDE