

# DIVISION 1 - GENERAL SITE CONSTRUCTION

ANY ADDITIONAL CONTRACT PROCEDURES PROVIDED BY THE OWNER OR IN CONFLICT WITH THESE CONDITIONS TAKE PRECEDENCE.

## SECTION 01100 - GENERAL CONDITIONS

- PART 1 - GENERAL**
- 1.1 THE CONTRACT**
- A. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The contract documents include, but are not limited to, the bidding documents, the drawings, the specifications, the schedule and the addenda. The contract shall not be modified less than in duplicate.
- 1.2 THE WORK**
- A. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.
- 1.3 INTENT**
- A. 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 included in one shall be included in all as required by all.
- B. Owner reserves the right to withhold award of the contract for a period of 90 days from bid date, at their sole discretion. Contractor's price is to remain firm and unchanged for this 90 day period.
- C. Contractor is to submit a proposed subcontractor list within 10 days of bid award. No subcontractors will be allowed who are not approved by local mall management locations. If requested by the local mall that specific contractors for any portion of work be used, Contractor shall comply.
- PART 2 - OWNER**
- 1.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**
- A. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.
- B. The term "Project Manager" means the employee or representative of the Owner designated by the Owner to provide management and supervisory services for the Project. All communications to the Contractor shall be through the PM. The PM is not responsible for the acts or omissions of the Contractor, nor is the Project Manager responsible for construction means, methods, techniques, sequences or procedures or safety precautions at the site. The Project Manager shall render interpretations of the Contract Documents and shall, in the first instance, be the judge of the performance hereunder by the Contractor. No oral interpretation shall be binding on the Owner. At any stage in the construction of the Project the PM may request inspections in the work.
- C. Owner shall provide to the Contractor the Drawings free of charge. Said drawings are diagrammatic, and shall be followed as closely as actual construction and work of individual trades will permit. Where, because of a minor error or omission in the Drawings, something manifestly necessary to the completion of the Work is not shown on the Drawings, it is agreed that the intent of the Owner and the Contractor is such that omitted material or Work shall be supplied by the Contractor as part of the Work and without additional compensations.
- D. Owner may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work. At the Owner's sole option, it may accept defective or non conforming work. The Owner may do so without incurring the removal and correction of such work, in which case a change order will be issued to reflect an appropriate reduction in the contract sum. Owner has the authority to reject work that does not conform to the Contract Documents. If the contractors fail to correct defective or non conforming work, the Owner may correct it at the expense of the Contractor.
- E. Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Observation or inspections, including but not limited to, by the project manager or other representatives of the Owner, shall not constitute an acceptance or an assumption of any portion of the work, nor shall such observations or inspections diminish to any extent contractor's duty to perform the work in accordance with the contract documents and code.
- F. Based on his observations and evaluations of the Contractor applications for payment, Owner will review and certify the amounts due to the Contractor.
- G. Owner is to receive copies of all test reports. Owner will have authority to require special inspection or testing of the work.
- PART 3 - OWNER'S RIGHTS**
- 1.1 OWNER'S RIGHT TO STOP THE WORK**
- A. Correction of work: The Contractor shall promptly correct work rejected by the Owner Project Manager as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected work.
- B. If the Contractor fails to correct Work that is not in accordance with the Contract Documents, the Owner may direct the Contractor to stop the Work until the correction is made. In no event shall the Owner's right to stop the Work obligate the Owner to do so for the benefit of the Contractor or any other entity or person and the Contractor shall have no claim for damage by reason thereof.
- 1.2 OWNER'S RIGHT TO CARRY OUT THE WORK**
- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including the failure to man the job due to labor disputes of any type, or fail to perform any provision of the Contract Documents, including unauthorized Schedule Change, and falls within a seven day period after receipt of written notice from Owner to correct such default or neglect with diligence and promptness, Owner may, without prejudice, correct the work and shall be deemed to have accepted the work as completed. In such case, a Change Order shall be issued deducting the cost of correction from payments then or thereafter due to the Contractor.
- 1.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**
- A. Owner reserves the right to perform construction or operations related to the project with Owner's own forces, and to award separate contracts in connection with other portions of the project. Any such performance by the Owner or a separate contractor contracted by the Owner shall not, in and of itself, be grounds for a claim for delay or additional costs by the Contractor.
- B. The Contractor shall coordinate and cooperate with separate contractors employed by Owner, including the work of utility companies. The Owner, the Contractor, and each of the Owner's Separate contractors shall cooperate with one another in the use of the site.
- C. The Contractor shall coordinate and cooperate with the work of utility companies, and shall coordinate their work as required by the Contract Documents. The Contractor, the Owner, and all separate contractors shall diligently endeavor not to damage the work of others. If any such damage takes place it shall be promptly corrected at the expense of the party causing the damage.
- D. Costs caused by delays or by improperly installed activities or defective construction shall be borne by the party responsible therefore. If the contractor damages the work of a separate contractor, then the Contractor shall promptly settle the matter directly with the other contractor and shall hold the Owner harmless from and all effects of such damage. Contractor shall notify Owner immediately of lack of progress or defective workmanship on the part of other contractors performing separate work, including utility companies, where the same will interfere with Contractor's own operations.
- PART 4 - CONTRACTOR**
- 1.1 EXECUTION OF THE CONTRACT**
- A. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Before submitting his proposal, contractor shall make all field surveys and examinations to determine existing conditions at the site and ascertain any conditions and problems that will affect the work. Contractor shall also investigate requirements of the community with respect to required licenses, operating conditions, trucking, disposal of waste, and other matters of local employment, etc. All costs necessary to overcome existing conditions and to conform to such requirements shall be reflected in Contractor's proposal.
- B. Quality Assurance: Contractor to provide quality control services from an independent qualified inspection firm, for a minimum, the following work: Soil Compaction, Concrete Slabs, Masonry, Repairs, and Grout. Contractor shall submit a list of qualified inspectors required by A.H.J. Owner is to be in the distribution of these reports. This agency to be used must have the experience and capability to conduct testing and inspection required, as documented by ASTM e648, and that specializes in types of tests and inspections to be performed. Costs for testing and re-testing, if necessary, are to be done by the Contractor. Testing agency is to promptly notify Owner if any irregularities or deficiencies are discovered in the work.
- 1.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**
- A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. Before commencing activities, the Contractor shall:
- Take field measurements and verify field conditions; Contractor shall be responsible for the correctness of verification of all conditions and dimensions at the site. No extra charge or adjustment to the Contract Sum shall be made on account of differences or discrepancies between actual dimensions and measurements indicated on the Drawings.
  - Carefully compare this and other information known to the Contractor with the Contract Documents.
  - Promptly report errors, inconsistencies or omissions discovered to Owner performance of any portion of the work without having reviewed all of the contract documents, without reporting errors, inconsistencies, omissions, etc. or without having, where required, approved shop drawings, product data, or samples, shall be done at the Contractor's sole risk.
  - The Contractor is to establish control lines on the floor, two feet from center of column, every column, each way. These lines must be protected by cutting into the concrete and painting, snapping chalk lines, and spraying clear lacquer or another means that will ensure control lines remain until project is completed or floor covering is in place. The Contractor is to transfer the established control lines to each floor to maintain a uniform control line on each floor to ensure all ceiling grids correspond and escalators and elevators are square and true on each floor.
- 1.3 SUPERVISION AND CONSTRUCTION PROCEDURES**
- A. 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 activities of the Work. The contractor is solely responsible to the Owner for the acts, omissions and defaults of its employees, subcontractors, sub-subcontractors, material men and any other person or entity involved in performing any of the Work. Inspection of the Work by the Project Manager or other representatives of the Owner, approval of the Work by the PM or other persons of the Owner, and payment for the Work by the Owner shall not relieve the Contractor of any of its obligations to perform the work as required by the Contract Documents. The superintendent shall be available for the project and at the premises at all times during regular working hours and all other hours that work is being performed at the premises.
- B. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to Owner the names of subcontractors or suppliers for each portion of the Work. If requested, contractor shall furnish information requested to get performance and financial status of the subcontractors. Owner will promptly reply to the Contractor in writing if Owner, after due investigation, has reasonable objection to the subcontractors or suppliers listed. Unskilled workers shall not be permitted on the site. All work shall be performed under the supervision of an experienced and competent Project Superintendent. The contractor's Project Superintendent shall be in charge of the Work shall represent the Contractor and all directions given to him, or its authorized representatives, by the Owner.
- C. Contractor shall incorporate in all of its contracts with subcontractors the following provisions: Each sub shall be bound by the terms of the contract documents between owner and contractor, and shall assume toward contractor all obligations and responsibilities which contractor by those documents assumes toward Owner, and shall have the benefit of all rights, remedies, redress against contractor.
- D. Full performance: Contractor is liable to Owner for the full, complete and prompt performance of all contracts between contractor, any subcontractor and any contracts assigned to contractor, and nothing in the contract documents shall limit or cause in any way to be waived by owner of any right against contractor because of breach, default, delay, defect or other omissions for which a subcontractor may also be liable.
- 1.4 LABOR AND MATERIALS**
- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. The contractor warrants that all materials and equipment furnished will be of good quality and that all work not done in accordance with this warranty shall be considered grounds for default.
- B. The Contractor shall deliver, handle, store and install materials and equipment in accordance with the manufacturer's instructions. Owner Supplied Materials enumerated on the drawings, his responsibility is the contractor's.
- C. Owner shall provide materials for field or factory use, if the Contractor is to supply materials at the appropriate time for the orderly sequence of the work.
- D. Receive all Owner supplied material.
- E. Count and check for damage all received materials. Damages or shortages must be noted on the packing slip at the time of delivery and Owner is to be notified by fax or email within 48 hours of the responsibility of the Contractor if Owner is not notified.
- 1.5 QUALITY CONTROL**
- A. Before the work begins, the contractor shall establish the satisfaction of the Project Manager. All equipment, materials and methods used in the Work are to be new, unless specifically addressed otherwise, and of the best quality of their respective kind for the purpose intended.
- 1.6 WARRANTY**
- A. Contractor warrants to Owner that (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise specified in the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or specified in the Contract Documents; (3) the Contractor shall be responsible for the performance of the Work. A minimum of one year of all warranty certificates and guarantees, and all related maintenance manuals, operating instructions, maintenance stock, and replacement parts. Contractor shall promptly enforce at its expense and such warranty or guarantee for Owner's benefit. Contractor shall not require Owner to do so, and reimburse Owner for any costs paid or incurred by Owner in replacing defective, uncorrected, or damaged work, due to the failure of the maker of any such warranty or guarantee to fulfill its obligations thereunder.
- 1.7 TAXES**
- A. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contractor is executed. Except for the general building permit, Contractor shall secure and pay for all permits, licenses, taxes, levies, fees, tests and inspections required or imposed by any governmental authority having jurisdiction for or in connection with the execution and completion of the work, and Contractor shall comply with all applicable laws, codes, ordinances, rules and regulations of any governmental authority in performing the work.
- 1.8 PERMITS, FEES AND NOTICES**
- A. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections

- necessary for proper execution and completion of the Work.
- B. The Contractor shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations. It is the Contractor's responsibility to assure that the Work as drawn and specified complies with all applicable laws, codes, ordinances, rules and regulations. If Contractor observes or is informed by any governmental authority having jurisdiction, that the Drawings and specs are at variance therewith, Contractor shall promptly notify Owner in writing, and any necessary changes shall be adjusted. If contractor performs any work knowing it to be contrary to such laws, codes, ordinances, rules, or regulations, and without such notice to Owner, Contractor shall bear all responsibility and costs arising therefrom.
- 1.9 SUBMITTALS**
- A. The Contractor shall promptly review, approve in writing and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Contractor shall make all such submittals with reasonable promptness and in such sequence as to cause no delay in the work. In no event shall Owners review and acceptance of submittals relieve Contractor from responsibility for errors of any sort, nor shall it in any way diminish Contractor's obligation to perform the work in accordance with the Contract Documents. Owner Requires that submittals be made on all major mechanical and electrical equipment roofing system, fire sprinkler shop drawings, fire alarm shop drawings. As long as contractor is using specified supervisors for other divisions of work, no submittals will be necessary.
- B. Contractor shall maintain a submittal register, which lists all the submittal requirements for the project, with a tracking of dates of approval and reasons for disapproval or re-submittal. The register (attached in the contract) shall be updated weekly.
- C. Any deviations or substitutions made in the submittal process must be clearly and legibly addressed, and a comparison of the proposed product against the specified product must be presented.
- D. Contractor shall submit a 2 week look ahead schedule, accompanied by job photographs, on a weekly basis.
- PART 5 - USE OF SITE**
- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and Owner.
- B. Temporary services and facilities: the contractor shall, at its expense, provide and maintain (including necessary repairs and replacements) temporary work facilities and equipment necessary for the work. Contractor shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall comply with all Federal and State OSHA requirements pertaining to the work.
- C. Workmen shall be confined to areas of construction, and shall be required to maintain normal good discipline. Contractor shall discharge or remove the discharge of those who violate Owners discipline rules or otherwise disturb a peaceful environment.
- D. Contractor shall not load or permit any part of any building or other structure to be loaded with a weight which will endanger its safety.
- E. Contractor shall support and maintain in operation all pipes, conduits, lines, hydrants and other facilities of all utilities serving it or any portion and shall be responsible for the safety of all such utilities and shall be responsible for the progress of the Work, and shall promptly repair and restore any such facilities damaged or disrupted by Contractor or any of its subcontractors.
- F. Contractor shall be responsible to guard against all fire times prior to completion of the work. Contractor acknowledges that the local Fire Marshall's office may exercise its rights to inspect and monitor the procedures used for the Project.
- PART 6 - CUTTING AND PATCHING**
- A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Contractor shall endeavor not to damage or endanger any portion of the Work or the Owner or any separate contractor or any existing structure by cutting, patching, fitting, or otherwise altering any work or by excavation. If the contractor shall damage any such work, the Contractor shall promptly and completely restore the work to its original condition. Special care shall be taken with respect to all exposed final finish surfaces, whether new or existing. Do not cut and patch structural elements in a manner that could change their load carrying capacity or load deflection ratio.
- PART 7 - CLEANING UP**
- A. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work on a daily basis. Overall job site cleaning shall be conducted on a daily basis. Contractor shall maintain orderly housekeeping during the progress of construction, and upon completion shall thoroughly clean all areas, both interior and exterior, of the Work. In addition to clean up operations, final clean up shall include the following operations wherever they can be adapted to the Project:
- All floors shall be dry swept, followed by another sweeping with damp sawdust.
  - Dust, dirt, mortar dross, paint and other debris shall be removed from all surfaces, including pipe and equipment.
  - Windows, glass lights, and glass doors shall be washed on both sides. Paint overruns and putty scars shall be removed.
  - Hardware shall be rubbed clean with flannel cloths.
  - Exterior paving shall be swept and hoaxed down.
- B. Contractor shall remove all construction rubbish, scaffolding, equipment, temp protection, temp field structures, and anything else that was required in connection with the construction of the work, but not a permanent part thereof. (Optional)
7. Contractor shall, at its expense, provide and maintain temporary heating and venting as required for maintaining the work schedule and proper glazing protection, and shall be responsible for the safety of all other contractors performing separate work for the Project. In all enclosed work areas, there shall be sufficient temporary heating facilities to maintain a minimum temperature of 55 degrees Fahrenheit. A heaters shall be located a safe distance from combustible materials, and they shall have guards to protect against accidental contact with the heaters. Any legal action is threatened or brought against contractor or contractor's bond or other financial instrument for the filing thereof shall cause the same to be canceled and discharged of record by payment, bond, or order of a court of competent jurisdiction.
- PART 8 - INDEMNIFICATION**
- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner, the Architect, the Engineer, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's 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 damage to or destruction of tangible property (other than the Work itself), including loss of use, resulting therefrom, but only to the extent caused in whole or in part by 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 partly indemnified person or entity. If any legal action is threatened or brought against contractor or contractor's bond or other financial instrument for the filing thereof shall cause the same to be canceled and discharged of record by payment, bond, or order of a court of competent jurisdiction.
- PART 9 - ADMINISTRATION OF THE CONTRACT**
- A. Project Meetings are to be held weekly at the jobsite, for the purpose of discussing schedule, deliveries, coordination, and RFIs. They shall be attended by the major subcontractors on the project. The Owner manager will, if unable to attend, be tele-conferenced in to this meeting, and will receive meeting notes published by the GC.
- B. Contractor shall maintain a permanent field office on the jobsite, for use by Owner, Architect and subcontractors, in which he will keep the latest editions of all drawings, specs, addenda, change orders, approved shop drawings, product data, and other construction documents.
- C. Contractor shall be responsible for developing, implementing, maintaining and supervising all safety programs in connection with the work and the project site. The contractor is responsible for taking all safety precautions to prevent injury or death to persons of damage to property.
- D. Landlords rules and regulations: Contractor shall familiarize itself with, and shall at all times abide by, all rules and regulations of the Landlord and the Contractor shall comply with the contract. Owner will not be liable for the Contractor's security and emergency procedures.
- E. Contractor agrees to pay wages and benefits in full for all work performed on this project, which will be sufficient to ensure that the Project will be free from business disruptions, labor disruptions or work stoppages, including, but not limited to, area standards picketing and/or hand billing of the general public.
- F. Contractor is responsible for complying with any local labor regulations covering the Work. Should any dispute arise, the Contractor will be required to settle same without claim or additional cost to the Owner. This applies to all subcontractors, material men, suppliers and all other employees by the Contractor. Shop labels shall be affixed to all components if required by local regulations.
- PART 10 - CHANGES IN THE WORK**
- A. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. Owner, without invalidating the Contract, may make any change in the Work without general notice to the Contractor consisting of adding, deleting or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Any such claims for extra compensation or change work/price must be submitted within 30 days of their occurrence to Owner, or they will not be honored for payment or compensation. Extra work that has been performed without authorization from Owner will not be considered for payment.
- B. Change Order shall be a written order by the Contractor signed by Owner to change the Work. Contractor's Change Order or Contract Time pricing to include quantities, unit costs, labor costs, taxes, equipment rent, and be in sufficient detail. Change orders must be accompanied by appropriate back up information; including, but not limited to: Labor costs, material breakdown quantities, taxes, equipment rates and any other information that may be requested by Owner.
- C. All changes must be submitted timely for consideration. Any and all claims for extra compensation must be submitted within 30 days of their occurrence, or they will not be honored for payment or compensation. Extra work that has been performed without authorization from Owner will not be considered for payment or compensation.
- D. The Owner Project Manager will have authority to order minor changes in the Work not involving changes in Contract Time or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be in the form of change orders shall be by the Contractor. The Contractor shall sign out such written orders promptly.
- E. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents from those conditions originally shown on the Contract Sum and Contract Time shall be subject to equities.
- F. If the Owner and the contractor cannot resolve the cost of the change to a lump sum agreement, the cost shall be an acceptable fixed fee to the contractor, upon receiving a written order from the Owner to proceed with the change. The contractor shall be responsible for the savings (the "change" work). Thereafter, the PM shall determine the cost of the change work on the basis of the reasonable expenses and the savings of those performing the change work and attributable to the change. The contractor shall keep an itemized accounting of expenses with appropriate supporting data for the cost of materials, equipment and machinery, and the additional cost of supervision directly attributable to the change.
- G. In the event a dispute between the Owner and the contractor arises, the matter shall be resolved by negotiation between the Owner's Project Manager and the Project Superintendent. If the contractor is not satisfied with the results of this negotiation, the matter shall be referred to the Director of Construction of the Owner's Chief Executive Officer. THERE WILL BE NO ARBITRATION ALLOWED.
- PART 11 - TIME**
- A. The limits stated in the Contract Documents are the essence of the Contract.
- B. The Contractor shall proceed with the Work in accordance with the program of work set forth in the Contract Documents, and shall be responsible for the timely completion of the Work. If, for any reason, the Contractor is unable to complete the Work by the time specified in the Contract Documents, the Contractor shall be liable for the delay. If, for any reason, the Contractor is unable to complete the Work by the time specified in the Contract Documents, the Contractor shall be liable for the delay.
- 12 - PAYMENT AND CONTRACTS**
- A. The Contractor, as stated in the Agreement, including authorized adjustments, is the total amount payable by Owner to the Contractor for performance of the Work under the Contract Documents.
- 12.1 APPLICATIONS FOR PAYMENT**
- A. At least ten days before the date established for each progress payment, the Contractor shall submit to Owner an itemized Application for Payment, use attached form, in accordance with the terms of the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as Owner may reasonably require and reflecting material if provided for elsewhere in the Contract Documents. Application and payment must be accompanied by lien waivers from all material men, supplier, and subcontractors for materials, supplies, and work performed on the project through the date of which all prior application for permit have been made.
- B. The Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment. The Contractor further warrants that upon submission of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from Owner shall be to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or other encumbrances adverse to Owner's interests.
- 13 - PROGRESS PAYMENTS**
- A. Payments shall not be made unless progress on project and percentage of completion is in accordance with Owner approved schedule.
- B. The Contractor shall promptly pay any subcontractor and material supplier, upon receipt of payment from Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.
- C. Owner shall have responsibility for the payment of money to a Subcontractor or material supplier.
- D. A Certificate for Payment, a progress payment or partial or entire use or occupancy of the project by Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
- E. At any time Owner, may make payment directly to subcontractors, material men, and suppliers of contractor whenever in Owner's sole discretion, Owner determines there is any danger or likelihood that contractor is unable to pay such subcontractors, material men, and suppliers and such payment shall be credited against payment due under this agreement and/or the contract documents.
- 14 - SUBSTITUTIONAL COMPLETION**
- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work for its intended use.
- B. When the Work or designated portion thereof is substantially complete, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Work items required by the Contract Documents shall conform to the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- C. If any governmental authority having jurisdiction requires a "Certificate of Occupancy" including any temporary or partial certificate of occupancy required due to the Project schedule) in connection with the Work, the same shall be secured by Contractor as agent for Owner. Contractor shall file all necessary applications, arrange any required inspections, and advance any required fee. It shall be the Contractor's duty and obligation, at its sole cost and expense and without effect on the Contract Sum, to meet whatever conditions and prerequisites are required in order to secure the issuance of the Certificate of Occupancy (including any temporary or partial certificate of occupancy) except that, upon issuance of the final Certificate of Occupancy, Owner shall reimburse Contractor for the fee required by the governmental authority issuing the same.
- D. The area shall be clean.

- 15 - FINAL COMPLETION AND FINAL PAYMENT**
- E. Upon receipt of a final Application for Payment, Owner will inspect the Work. When Owner finds the Work acceptable and the Contract fully performed, Owner will promptly process a final Application for Payment.
- F. Final payment shall not become due until the Contractor submits to Owner releases and waivers of liens, and date establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.
- G. Acceptance of final payment by the Contractor, a Subcontractor or material 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 final Application for Payment.
- H. Before final payment:
- Submit Final Unconditional lien waivers from yourself and any subcontractor and supplier. The contractor shall return to the Owner all monies that the Owner may be compelled to pay in discharging a lien, including all costs and reasonable attorneys fees.
  - Verify that all punch list items have been completed to Owner's satisfaction. The failure to include any items on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor's project superintendent shall remain at the job site until Punch List work is completed.
  - Provide a one-year warranty document from yourself and each subcontractor.
  - Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work, free and clear of all liens, claims, security, interest, or encumbrances.
  - Provide warranty documentation on a new materials or equipment installed, i.e., HVAC units, roofing, etc.
  - Provide complete set of As-Built drawings (hardcopy and electronic) for the Work. All As-Built drawings shall be executed in a legible manner by a competent draftsman. If variations and details cannot be shown clearly thereon, then contractor shall prepare supplemental drawings adequate to part the information.
  - Protect Close Out Manual, including, but not limited to, manuals, warranties, maintenance manuals, operating instructions, diagrams, maintenance stocks and/or replacement parts list (hardcopies and PDF's on CD).
- PART 13 - PROTECTION OF PERSONS AND PROPERTY**
- 1.1 SAFETY PRECAUTIONS AND PROGRAMS**
- A. The Contractor shall be responsible for installing, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Contractor shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall comply with all Federal and State OSHA requirements pertaining to the work.
- B. Workmen shall be confined to areas of construction, and shall be required to maintain normal good discipline. Contractor shall discharge or remove the discharge of those who violate Owners discipline rules or otherwise disturb a peaceful environment.
- C. Contractor shall not load or permit any part of any building or other structure to be loaded with a weight which will endanger its safety.
- D. Contractor shall support and maintain in operation all pipes, conduits, lines, hydrants and other facilities of all utilities serving it or any portion and shall be responsible for the safety of all such utilities and shall be responsible for the progress of the Work, and shall promptly repair and restore any such facilities damaged or disrupted by Contractor or any of its subcontractors.
- E. Contractor shall be responsible to guard against all fire times prior to completion of the work. Contractor acknowledges that the local Fire Marshall's office may exercise its rights to inspect and monitor the procedures used for the Project.
- PART 14 - CORRECTION OF WORK**
- A. The Contractor shall promptly correct Work rejected by the Owner Project Manager as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.
- B. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
- C. If the Contractor fails to correct nonconforming Work within a reasonable time, Owner may correct it and the Contractor shall reimburse Owner for the cost of correction.
- PART 15 - MISCELLANEOUS PROVISIONS**
- 1.1 ASSIGNMENT OF CONTRACT**
- A. Neither party shall assign the Contract as a whole without written consent of the other.
- 1.2 TESTS AND INSPECTIONS**
- A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
- B. If the Architect requires additional testing, the Contractor shall perform these tests.
- C. Contractor shall pay for all testing and inspection costs.
- 1.3 GOVERNING LAW**
- A. The Contract shall be governed by the law of the place where the project is located, and to the latest published editions of all building codes and references. All local energy and seismic code necessitated by the area the project is in are to be included in the contractor's proposal.
- PART 16 - TERMINATION OF THE CONTRACT**
- 1.1 TERMINATION BY THE CONTRACTOR**
- A. Owner shall make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to Owner, the Contractor may terminate the Contract and recover from Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.
- 1.2 TERMINATION BY THE OWNER**
- A. Owner may terminate the Contract if the Contractor:
1. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  2. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, if otherwise guilty of substantial breach of a provision of the Contract Documents;
  3. When any of the above reasons exist, Owner, may without prejudice to any other rights or remedies available to and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and the Contractor's subcontractors.
  4. Take possession of the site and of all materials stored on the site without the written consent of the Owner.
  5. Finish the Work by whatever reasonable method Owner may deem expedient.
  6. When Owner terminates the Contract for one of the reasons stated in the Contract, the Contractor shall be entitled to receive payment in full for the Work completed and for the cost of materials, equipment and machinery, including reasonable overhead, profit and damages, and any agreement and/or the Contract Documents and hold Contractor liable for any deficiency.
  7. If the unpaid balance of the Contract Sum exceeds the amount of the Work which such excess shall be paid to the Contractor. If such costs exceed unpaid balance, the Contractor shall pay the balance to Owner. The Contractor's obligation for payment terminates at the termination of the Contract.
- END OF SECTION 01100**
- SECTION 01330 - SUBMITTAL PROCEDURES**
- 1.1 RELATED DOCUMENTS**
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 SUMMARY**
- A. Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- 1.3 INSTALL PROVISIONS**
- A. Shop Drawings, Product Data, Samples and similar submittals required by the Contract Drawings will not be provided by Architect for Contractor's use in preparing the Work.
- B. Contractor shall coordinate preparation and processing of submittals with performance of construction activities.
- C. Contractor shall submit submittals with identification, purchasing, testing, delivery, other submittals, and related activities that require sequential or active.
- D. Coordinate and submit different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
- E. Contractor shall be responsible for coordination on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Submittals" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for submittals, as follows: Time for review shall commence on Architect's receipt of submittal.
1. Initial submittal: Allow 15 days for initial review of each submittal. Allow additional time if processing time will be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 14 days for initial review of each submittal.
  3. Intermediate submittal is necessary, process it in same manner as initial submittal.
  4. Allow 14 days for processing each resubmittal.
  5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space on label or title block to record Contractor's name and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Unique Identifier, including revision number.
    - i. Number and title of applicable Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from source other than Contractor.
- I. On an attached separate sheet, prepared on Contractor's letterhead, indicate in writing the following information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
- J. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- K. Transmittal Form: Provide locations on form for the following information:
  - a. Project name.
  - b. Date.
  - c. Description (To:).
  - d. Source (From:).
  - e. Name of contractor, manufacturer, and supplier.
  - f. Category and type of submittal.
  - g. Submittal purpose and description.
  - h. Submittal and transmittal distribution record.
  - i. Remarks.
  - j. Signature of transmitter.
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal form.
- M. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.
- 1.4 ACTION SUBMITTALS**
- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
  2. Number of Copies: Submit two copies of each submittal as follows, unless otherwise indicated:
    - a. Initial Submittal: Submit two single copies of each submittal, including selection of options, color, pattern, texture, or similar characteristics in writing on the submittal.
    - b. Final Submittal: Submit a minimum of three copies, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned to Contractor. Mark up and retain one returned copy as a Project Record Document.
  3. Information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  4. Mark each copy of each submittal to show which products and options are applicable.
  5. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
- B. Tests and Inspections: Obtain required certifications and permits.

- 1. Manufacturer's catalog cuts.**
- 2. Preliminary product data.**
- 3. Operational range diagrams.**
- 4. Mill reports.**
- 5. Standard product operating and maintenance manuals.**
- 6. Compliance with recognized trade association standards.**
- 7. Compliance with recognized testing agency standards.**
- 8. Application of testing agency labels and seals.**
- 9. Notation of coordination requirements.**
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.**
1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing and setting diagrams.
    - e. Shopwork manufacturing instructions.
    - f. Templates and patterns.
    - g. Schedules.
    - h. Design calculations.
    - i. Compliance with specified standards.
    - j. Notation of coordination requirements.
    - k. Notation of dimensions established by field measurement.
  2. Writing Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  3. Safety: Except for templates, patterns, and similar full-scale drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
  4. Number of Copies: Submit two copies of each submittal, as follows:
    - a. Initial Submittal: Submit two blue- or black-line prints. Architect will return one print.
    - b. Final Submittal: Submit two blue- or black-line prints, unless prints are required for operation and maintenance manuals. Submit three prints where prints are required for operation and maintenance manuals. Architect will return two prints; remainder will be returned to Contractor. Mark up and retain one returned copy as a Project Record Document.
  5. Coordination: Coordinate submittals with requirements in Division 1 Section "Project Management and Coordination."
  6. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for Contractor's Management's action.
  7. Standardization: Comply with requirements in Division 1 Section "Construction Progress Documentation."
  8. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
  9. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- 10. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including but not limited to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information on a separate form:**
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of Specification Sections to be subcontracted.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- 15. INFORMATIONAL SUBMITTALS**
- A. General: Refer to Informational Submittals required by other Division Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return any copies.
  2. Certificates and Certifications: Provide a notarized statement that include signature of entity responsible for preparing, certifying, testing, and other activities that require sequential or active.
  3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
  4. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
  5. Qualification Data: Prepare written information that demonstrate capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and engineers, and other similar data as specified.
  6. Product Certificates: Prepare written information that demonstrate compliance with requirements.
  7. Installer Certificates: Prepare written information that demonstrate compliance with requirements and, where required, include manufacturer's written certification of compliance with requirements.
  8. Manufacturer Certificates: Prepare written statements that manufacturer's product has been tested and that manufacturer complies with requirements. Include evidence of testing experience when required.
  9. Landlord/General Contractor Certificates: Prepare written information that demonstrate compliance with requirements.
  10. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
  11. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results performed after, during, or after installation of product or after product is installed in its final location, for compliance with requirements.
  12. Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
  13. Certification of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Marking: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- N. Manufacturer's Instructions: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Prepare written and graphic instructions and procedures for operation of a product or equipment. Include name of product and name, address, and telephone number of manufacturer or manufacturer's representative, as applicable.
1. Preparation of submittals.
  2. Required substrate tolerances.
  3. Required installation tolerances.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- O. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Architect, Architect will not review this information but will refer it to the architect.
- 16. CONTRACTOR'S REVIEW**
- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a unique approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- 17. ARCHITECT'S ACTION**
- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp submittals with approval stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. Approved (Without Comment)
  2. Approved as Noted (Re-submission Not Required)
  3. Approved as Noted with Corrections
  4. Not Approved
  5. Informal Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  6. Submittals not required by the Contract Documents will not be reviewed