## ARCHITECTURAL SPECIFICATIONS

### GENERAL CONDITIONS — SECTION 00700

THE CONTRACT FOR CONSTRUCTION includes the Construction Documents and by reference, the written Agreement between the Owner and the Contractor. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

THE CONSTRUCTION DOCUMENTS include these General Conditions, the Specifications, the Drawings, and all Addenda, Construction Change Directives, Change Orders, Supplemental Instructions or other written modifications subsequently issued.

THE INTENT OF THE CONSTRUCTION DOCUMENTS is to include all items required for completion of the Work. Although the Construction Documents have been prepared with due care and diligence, perfection cannot be guaranteed. Design and construction are complex, consequently every possible condition or contingency cannot be anticipated.

ORGANIZATION and numbering of the Drawings or Specifications shall not limit the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Construction Documents are complementary: what is required by one shall be as binding as if required by all.

IN CASE OF CONFLICT or ambiguity within the Construction Documents, the Contractor will be deemed to have agreed to provide the greater quantity and/or better quality of materials and/or work. Omissions in the description of the Work do not relieve the Contractor of providing a complete Project.

USE OF CONSTRUCTION DOCUMENTS. The Construction Documents are instruments of service by the Designer through which the Work to be executed by the Contractor is described. The Contractor may retain one "record set", all other sets or copies thereof shall be returned to the Owner or suitably accounted for upon completion of the Work. Neither the Contractor nor any Subcontractor or supplier shall own or claim a copyright in the Construction Documents, and the Designer shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. The Construction Documents are for use solely with respect to this Project, and are not to be used on any other projects or at other site locations.

DEFINITIONS AND TERMINOLOGY:

NOTES written in the imperative mood refer to action(s) to be performed by the Contractor; the words "the Contractor shall" are always implied, unless otherwise noted within the Construction Documents.

OWNER / TENANT: The entity leasing the designated space from the Landlord, for a limited period of time.

LANDLORD: The entity holding legal title to the designated space within which the Work is to be constructed, the term includes designated management representatives such as "Mall Management" or "Shopping Center Manager."

G F C I: Contractor Furnished, Contractor Installed
O F C I: Owner Furnished, Contractor Installed
O F O I: Owner Furnished and Owner Installed
TCC: Tenant General Contractor

PROVIDE: Furnish and install complete by the Contractor (CFCI), ready for use.

FURNISH: Supply and deliver to the site, ready for unloading, unpacking, assembly, installation, or as applicable in each case.

INSTALL: Perform operations at the Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

THE "WORK": The construction and services required by the Construction 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 refer to all or a part of the Project.

A "CLAIM": is a demand or assertion by the Owner or by the Contractor seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the Contract terms. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate a claim shall rest with the party making the claim.

RESPONSIBILITIES OF THE CONTRACTOR:

BY EXECUTION OF THE CONTRACT, THE CONTRACTOR REPRESENTS that he has (1) visited the site, (2) become familiar with the local conditions under which the Work is to be performed and (3) correlated personal observations with requirements of the Contract Documents. The Contractor further represents that he possesses the particular competence, knowledge and skill in construction techniques necessary to complete the Project, in a timely manner.

REVIEW OF CONSTRUCTION DOCUMENTS: The Contractor shall carefully study and compare the Construction Documents with the existing conditions at the project site, and shall report to the Designer any errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Designer, the Contractor shall assume appropriate responsibility for performance and shall bear an appropriate amount of the attributable costs for correction.

SUPERVISION, COORDINATION AND DIRECTION of the Work shall be the responsibility of the Contractor, using his best skill and attention. The Contractor shall be solely responsible for and have complete control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless otherwise noted herein.

FIELD SUPERINTENDENT: The Contractor shall employ a competent superintendent who shall be in attendance at the Project Site during all performance of the Work. The Superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

LABOR AND MATERIALS: Unless otherwise provided in the Construction 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.

WARRANTY: The Contractor warrants that: (1) all materials and equipment will be new unless otherwise directed; (2) all Work will be of good quality, free of defects; and (3) the Work will conform with the requirements of the Construction Documents, without exception. Work not conforming to these requirements may be considered defective. Warranty shall be for a period of one year from the date of substantial completion and turn over to the owner. This Warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

TAXES shall be paid by the Contractor, including sales, consumer, use and similar taxes which are legally enacted on or before the date of the Contract.

PERMITS AND INSPECTIONS: The Contractor shall secure and pay for the building permit and other similar governmental fees, utility hook-up charges, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall comply with and shall give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities having jurisdiction.

INDEMNIFICATION: The Contractor shall be responsible to the Owner for acts and omissions of his employees or his subcontractors. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Designer, and the Landlord and their agents or employees from and against all claims, damages, losses, or expenses resulting from the performance of the Work, by the Contractor, his employees, or his contractors.

LANDLORD REQUIREMENTS: The Contractor shall comply with the written design and/or construction requirements of the Landlord, which are hereby made a part of the Construction Documents by reference.

ADMINISTRATION OF THE CONTRACT: THE OWNER will provide administration of the Contract, unless otherwise noted in the Owner-Contractor Agreement form.

SEPARATE CONTRACTS: The Owner reserves the right to perform work with his own forces, and to award separate contracts. The Contractor shall allow Owner and separate contractors reasonable opportunity for installation and storage of their materials and equipment, and shall coordinate and properly connect his work with work being performed by others as required by the Construction Documents.

CHANGES IN THE WORK: By mutual agreement between Owner and the Contractor, the Owner may order minor modifications to the Work not affecting the cost of the Work or Construction Time. The Owner may authorize changes in the Scope of the Work consisting of additions, deletions or modifications with the Construction Time, or both being adjusted accordingly, by either a written Change Order or a Construction Change Directive when the amount can be pre-determined, or by a written Construction Change Directive when the amount will be based on actual cost. Where materials are to be incorporated into the Work.

UNKNOWN OR UNFORESEEN CONDITIONS are encountered at the Project Site which are (1) substantially or materially concealed or differ materially from those indicated in the Construction Documents or (2) unknown conditions of an unusual nature, differing materially from those ordinarily found to exist and generally recognized as inherent in construction activity of the character required in the Construction Documents, the Contractor shall immediately assume operations by management, control or division, and shall notify the Owner immediately before the conditions are disturbed. The Contractor shall upon prompt investigation by the Owner, if he determines that the conditions do in fact differ materially and cause an increase in the Contractor's cost or time for performance of the Work, he will authorize an equitable increase in the Contract Sum or Contract Time, or both. If he determines that the conditions are not materially different or cause no increase as indicated in the Construction Documents and that no change in the terms of the Contract is justified, the Owner will so notify the Contractor in writing, stating the reasons.

CLAIMS shall be made only by written notice. Pending final resolution of a claim including arbitration, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the requirements of the Contract. Claims must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Written response to such claim shall be made by the other party within ten (10) days of receipt of the claim. Unresolved claims may be referred to arbitration forty-five (45) days after first notice. If such response requests additional supporting data, that information shall be submitted by the claimant within ten (10) days of receipt of such request. Unresolved claims may be referred to arbitration only after forty-five (45) days from the date of receipt of the first written notice to the other party.

ALTERNATIVE DISPUTE RESOLUTION: If a claim or dispute cannot be settled through direct discussions, it shall first be referred to non-binding mediation proceedings, before having any recourse to arbitration. As a condition of participation in this Contract, the Contractor, his subcontractors and/or suppliers, whose portion of the Work scope amounts to over $1,000.00, as well as their insurers and sureties, shall agree to this procedure.

MANDATORY ARBITRATION: All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement, which cannot be settled by mediation shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law. No arbitration shall include by consolidation, joiner, or in any other manner, any person or entity not a party to the Agreement, except by written consent of the person or entity sought to be joined. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

PAYMENT AND COMPLETION:

FIFTY PERCENT PARTIAL PAYMENT: Unless otherwise agreed to in the Owner/Contractor agreement, payment will be made on account of up to fifty percent (50%) of the Contract Sum within thirty (30) days after an "Application for Payment" is received by the Owner by the Contractor. The Application for Payment shall include a breakdown of the Contract Sum complying with the Preliminary Schedule of Values, indicating distribution and percentages of completed work items.

SUBSTANTIAL COMPLETION occurs when the Work of the Project is sufficiently complete for the Owner to occupy and lawfully utilize the Work for conducting business. The date of Substantial Completion is herein defined to be the date upon which the Contractor provides to the Owner (1) a lawfully enacted "Certificate of Occupancy".

NINETY PERCENT PAYMENT & RETAINAGE: Payment will be made by the Owner to the Contractor on account of ninety percent (90%) of the Contract Sum within thirty (30) days after Substantial Completion of the Work. The Contractor warrants that title to all Work, materials and equipment will pass to the Owner upon receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Until the Work is finally complete, ten percent (10%) of the Contract Sum will be withheld.

FINAL PAYMENT, constituting the entire unpaid balance of the Contract Sum, will be due the Contractor when the Work has been completed and when all requirements of the Construction Documents have been performed to the satisfaction of the Owner. 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 Construction Documents, or (3) terms of special warranties required by the Construction Documents.

LIEN WAIVERS: Final payment shall not be 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 liens. If such liens remain unsatisfied after payments are made, the Contractor shall refund to the Owner all money the Owner may be compelled to pay, in discharging such liens, including all costs and reasonable attorneys' fees. Landlord to be included and copied on all lien waivers.

CONTRACTOR'S CERTIFICATION: Upon completion of all the Contract requirements, and upon application for final payment, submit written certification that: (1) the Construction Documents have been reviewed, (2) the Work has been inspected for compliance with the Construction Documents, and (3) that the Work has been fully completed in accordance with the Construction Documents.

FINAL PAYMENT WITHHELD: Final payment may be withheld due to defective work not corrected, filed claims, damage to the Owner or to a separate contractor or persistent failure to carry out the Work according to the Contract Documents.

PROTECTION OF PERSONS AND PROPERTY:

SAFETY: The Contractor shall initiate, supervise, and maintain safety precautions and programs in connection with the Work. He 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; and (3) other property at the site or adjacent thereto.

THE CONTRACTOR SHALL GIVE NOTICES AND COMPLY with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any one for those acts they may be liable and for which the Contractor is responsible.

EXISTING HAZARDOUS MATERIALS: If the Contractor encounters hazardous materials (including asbestos or PCB's) which have not been previously rendered harmless, he shall immediately stop Work in the area affected and report the condition to the Owner in writing. Resume the Work in the affected area only after it has been removed or otherwise rendered harmless, by written agreement between the Owner and Contractor. The Contractor will not be required to perform any Work relating to asbestos or PCB's without consent.

BONDS & INSURANCE:

BONDS are not required herein, however bonds may be required by the Landlord. Review Landlord's requirements and provide bonds complying therewith. Submit notarized bond forms to the Owner and Landlord prior to start of construction. Costs for bonds, if required, shall be paid by the Contractor.

BUILDERS RISK PROPERTY INSURANCE: Except as otherwise indicated to be provided by the Owner, the Contractor shall purchase "all risk" property insurance covering the "completed value" of the Work, the Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except for such rights as they may have to the proceeds of such insurance.

THE CONTRACTOR SHALL purchase insurance to protect the Owner against damage claims resulting from the Contractor's operations, and for which the Contractor may be legally liable, whether by the Contractor or by anyone directly or indirectly employed by him.

CONTRACTOR'S LIABILITY INSURANCE: Comprehensive General Liability insurance shall include Personal Injury Liability with Employment Exclusion deleted, Contractual, Premises-Operations, Independent Contractors, Products-Completed Operations, Owner's & Designers Protective, Non-owned and Hired motor vehicles, and broad Form Property Damage coverage. Products-Completed Operations Liability coverage shall provide X, C, and U coverage, with Completed Operations and Contractual Liability coverages maintained for one (1) year after Substantial Completion. The limits are applicable to each incident and reference to aggregate limits as follows. Annual aggregates - which are dedicated specifically for this project or minimum coverage amounts shall comply with the Landlord's requirements, and shall be as required by law, whichever is greater.

Owner's Contingent Protective Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Owner's Protective Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Owner's Contingent Protective Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Owner's Protective Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Contractor's Comprehensive Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Contractor's Contingent Liability:
- Bodily Injury ..... $2,000,000.00
- Property Damage ..... $2,000,000.00

Contractor