

DEFINITIONS

- 1. THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, THE GENERAL CONDITIONS, THE DRAWINGS, AND THE SPECIFICATIONS, INCLUDING ALL MODIFICATIONS THEREOF INCORPORATED IN THE DOCUMENTS BEFORE THEIR EXECUTION. THESE FORM THE CONTRACT.
2. THE OWNER AND THE CONTRACTOR ARE THOSE MENTIONED AS SUCH IN THE AGREEMENT. THEY ARE TREATED THROUGHOUT THE CONTRACT DOCUMENTS AS IF EACH WERE OF THE SINGULAR GENDER AND MASCULINE GENDER.
3. THE TERM SUB-CONTRACTOR, AS EMPLOYED HEREIN, INCLUDES ONLY THOSE HAVING A DIRECT CONTRACT WITH THE CONTRACTOR AND IT INCLUDES ONE WHO FURNISHED MATERIAL WORK TO A SPECIAL DESIGN ACCORDING TO THE PLANS AND/OR SPECIFICATIONS, BUT DOES NOT INCLUDE ONE WHO MERELY FURNISHED MATERIALS NOT SO WORKED.
4. WRITTEN NOTICE SHALL BE DEEMED TO HAVE BEEN FULLY SERVED IF DELIVERED IN PERSON TO THE INDIVIDUAL OR TO A MEMBER OF THE FIRM OR TO AN OFFICER OF THE CORPORATION FOR WHOM IT IS INTENDED, OR IF DELIVERED AT OR SENT BY REGISTERED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM WHO GIVES THE NOTICE.
5. THE TERM "WORK" OF THE CONTRACTOR OR SUB-CONTRACTOR INCLUDES LABOR OR MATERIALS, OR A COMBINATION OF BOTH.

EXAMINATION OF PREMISES

- 1. BEFORE SUBMITTING PROPOSALS FOR THIS WORK, EACH BIDDER WILL BE HELD TO HAVE EXAMINED THE PREMISES AND SATISFIED HIMSELF AS TO THE CONDITIONS EXISTING UNDER WHICH HE WILL BE OBLIGED TO OPERATE IN PERFORMING HIS WORK UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS CONNECTION, IN BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.
2. IF, IN THE PERFORMANCE, LATENT CONDITIONS AT THE SITE ARE FOUND TO BE MATERIALLY DIFFERENT FROM THOSE INDICATED BY THE DRAWINGS AND SPECIFICATION, OR UNKNOWN CONDITIONS OF AN UNUSUAL NATURE ARE DISCLOSED DIFFERING MATERIALLY FROM THE SPECIFIED, THE ATTENTION OF THE CONTRACTOR SHALL BE CALLED IMMEDIATELY TO SUCH CONDITIONS BEFORE THEY ARE DISTURBED. UPON SUCH CONDITIONS, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT AND ANY INCREASE OR DECREASE IN THE COST OF THE WORK RESULTING FROM SUCH CHANGES SHALL BE ADJUSTED AS PROVIDED UNDER CHANGE ORDER.
3. BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR THE CORRECTNESS OF ALL MEASUREMENTS AT THE SITE. ANY DIFFERENCE WHICH MAY BE FOUND BETWEEN THE ACTUAL DIMENSIONS INDICATED ON THE GENERAL DRAWINGS OR SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR CONSIDERATION BEFORE PROCEEDINGS WITH THE WORK.

INTERPRETATION OF PLANS AND DOCUMENTS:

- 1. NO ORAL EXPLANATION IN REGARD TO THE MEANING OF THE DRAWINGS AND SPECIFICATIONS WILL BE MADE AND NO ORAL INSTRUCTIONS WILL BE GIVEN BEFORE THE AWARD OF THE CONTRACT. DISCREPANCIES, OMISSIONS, OR DOUBTS AS TO THE MEANING OF DRAWINGS AND SPECIFICATIONS SHOULD BE COMMUNICATED IN WRITING TO THE ARCHITECT FOR INTERPRETATION. BIDDERS SHOULD ACT PROMPTLY AND ALLOW SUFFICIENT TIME FOR A REPLY TO ACHIEVE THEM BEFORE THE SUBMISSION OF THEIR BIDS. ANY INTERPRETATION MADE WILL BE IN THE FORM OF AN ADDENDUM TO THE SPECIFICATIONS WHICH WILL BE FORWARDED TO ALL BIDDERS AND ITS RECEIPT BY THE BIDDER SHOULD BE ACKNOWLEDGED ON THE BID FORM.
2. THE CONTRACT DOCUMENTS ARE COMPLEMENTARY AND MENTION IN THE SPECIFICATIONS FOR ANY BRANCH OF THE WORK OR INDICATION ON THE DRAWINGS OF ARTICLES, MATERIALS, OPERATIONS OR METHODS REQUIRES THAT THE CONTRACTOR PROVIDE EACH ITEM MENTIONED OR INDICATED OF QUALITY OR SUBJECT TO QUALIFICATIONS NOTED THEREON ACCORDING TO CONDITIONS STATED IN EACH OPERATION PRESCRIBED AND PROVIDE THEREFOR ALL NECESSARY LABOR, EQUIPMENT AND INCIDENTALS. MATERIALS OR WORK DESCRIBED IN WORDS WHICH SO APPLIED HAVE A WELLKNOWN TECHNICAL OR TRADE MEANING SHALL BE HELD TO REFER TO SUCH RECOGNIZED STANDARDS.
3. TITLES TO DIMENSION SECTIONS AND PARAGRAPHS IN THESE CONTRACT DOCUMENTS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE TAKEN AS A COMPLETE OR CORRECT SEGREGATION OF THE SEVERAL UNITS OF MATERIALS OR LABOR. NO RESPONSIBILITY EITHER DIRECT OR IMPLIED, IS ASSUMED BY THE ARCHITECT FOR OMISSION OR DUPLICATION OF HIS SUB-CONTRACTOR DUE TO REAL OR ALLEGED ERROR IN ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.
4. FEDERAL SPECIFICATIONS, ASTM STANDARDS AND OTHER SUCH RECOGNIZED GOVERNMENT AND INDUSTRY STANDARDS CITED HEREINAFTER SHALL, UNLESS SPECIFICALLY DESIGNATED OTHERWISE, REFER TO THE CURRENT ISSUE OR LATEST ISSUE AS OF THE DATE ON THE CONTRACT DOCUMENTS.

EXECUTION OF CONTRACT DOCUMENTS:

- 1. THE CONTRACT DOCUMENTS SHALL BE SIGNED BY THE OWNER AND THE CONTRACTOR IN AS MANY ORIGINAL COUNTERPARTS AS MAY BE MUTUALLY AGREED UPON. IN CASE OF FAILURE TO SIGN THE GENERAL CONDITIONS, DRAWINGS AND SPECIFICATION THESE DOCUMENTS SHALL BE IDENTIFIED BY DESCRIPTION IN THE CONTRACT.

PRECEDENCE OF DOCUMENTS

- 1. IN CASE OF DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS, THEY SHALL BE GIVEN PRECEDENCE IN THE FOLLOWING ORDER, PROVIDED THEY ARE IN EXISTENCE AT THE TIME OF THE CLOSING OF THE CONTRACT.
A. AGREEMENT.
B. GENERAL CONDITIONS OF THE CONTRACT.
C. SPECIFICATIONS AND ADDENDA.
D. LARGE SCALE DRAWINGS AND DETAILS.
E. SMALL SCALE DRAWINGS AND DETAILS.

- 2. ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK AFFECTED THEREBY.

FIGURES AND SCALED DIMENSIONS

- 1. THE GENERAL AND DETAIL DRAWINGS ARE FULLY FIGURED AND THE DIMENSIONS THEREON SHALL BE TAKEN IN REFERENCE TO THOSE FOUND BY SCALED MEASUREMENTS.
2. IF NO DIMENSIONS ARE FIGURED, OR IN CASE OF DOUBT, THE SAME SHALL BE REFERRED TO THE ARCHITECT WHOSE DECISION SHALL BE FINAL.

ORDER OF WORK

- 1. WITHIN TWO WEEKS AFTER THE CONTRACTOR HAS BEEN NOTIFIED HE HAS BEEN AWARDED THE CONTRACT, HE SHALL SUBMIT TO THE ARCHITECT A SCHEDULE OF OPERATIONS, GIVING THE DATE OF THE STARTING AND FINISHING OF EACH PART AND BRANCH OF THE WORK.

MATERIALS, SERVICES AND FACILITIES

- 1. IT IS UNDERSTOOD THAT EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL MATERIALS, LABOR TOOLS, EQUIPMENT, LIGHTS, POWER, FUEL, TRANSPORTATION, SUPERINTENDENCE, TEMPORARY CONSTRUCTION OF EVERY NATURE AND ALL OTHER SERVICES AND FACILITIES OF EVERY NATURE WHATSOEVER NECESSARY TO EXECUTE, COMPLETE AND DELIVER THE WORK UNDER THE SPECIFIED TIME.

CONT

- 2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE INSTALLED AND COMPLETED IN A FIRST CLASS WORKMANLIKE MANNER. THE ARCHITECT RESERVES THE RIGHT TO DIRECT THE REMOVAL AND REPLACEMENT OF ANY ITEM WHICH IN HIS OPINION DOES NOT PRESENT AN ORDERLY AND REASONABLY NEAT OR WORKMANLIKE APPEARANCE, PROVIDED SUCH ITEM CAN BE PROPERLY INSTALLED IN SUCH ORDERLY MANNER BY USUAL METHODS BY SUCH WORK. SUCH REMOVAL AND REPLACEMENT SHALL BE MADE WHEN DIRECTED IN WRITING BY THE ARCHITECT AT THE CONTRACTOR'S EXPENSE, AND WITHOUT ADDITIONAL COST TO THE OWNER.

SURVEYS, PERMITS AND REGULATIONS: (ALSO SEE A1A-A201)

- 1. THE OWNER SHALL FURNISH ALL SURVEYS UNLESS OTHERWISE SPECIFIED, ALL PERMITS, LICENSES, AND EQUIPMENT NECESSARY FOR THE CONDUCT OF THE WORK AS DRAIN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE HEREWITH HE SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN THE CONTRACT FOR CHANGES IN THE WORK. IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, RULES AND REGULATIONS, AND WITHOUT SUCH NOTICE TO THE ARCHITECT, HE SHALL BEAR ALL COST ARISING THEREFROM.
2. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK AS DRAIN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE HEREWITH HE SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN THE CONTRACT FOR CHANGES IN THE WORK. IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, RULES AND REGULATIONS, AND WITHOUT SUCH NOTICE TO THE ARCHITECT, HE SHALL BEAR ALL COST ARISING THEREFROM.

TAXES

- 1. THE CONTRACTOR SHALL, WITHOUT ADDITIONAL EXPENSE TO THE OWNER, PAY ALL APPLICABLE FEDERAL, STATE AND LOCAL SALES AND OTHER TAXES, EXCEPT TAXES AND ASSESSMENTS ON THE REAL PROPERTY COMPREHENDING THE SITE OF THE PROJECT.

SEPARATE CONTRACTS

- 1. THE OWNER PLANS TO AWARD OTHER CONTRACTS IN CONNECTION WITH THE PROJECT, THE WORK UNDER WHICH WILL PROCEED SIMULTANEOUSLY WITH THE EXECUTION OF THIS CONTRACT. THE CONTRACTOR SHALL COORDINATE OPERATIONS WITH THOSE OF OTHER CONTRACTORS. COOPERATION WILL BE REQUIRED IN THE ARRANGEMENT FOR THE STORAGE OF MATERIALS AND IN THE DETAILED EXECUTION OF THE WORK. THE CONTRACTOR INCLUDING HIS SUB-CONTRACTORS, SHALL KEEP HIMSELF INFORMED OF THE PROGRESS AND THE DETAIL WORK OF OTHER CONTRACTORS SHALL NOTIFY THE OWNER IMMEDIATELY OF LACK OF PROGRESS OR DEFECTIVE WORKMANSHIP WHICH WILL INTERFERE WITH HIS WORK PROGRESSING ON THE SITE AND FAILURE TO GIVE NOTICE OF LACK OF PROGRESS OR DEFECTIVE WORKMANSHIP BY OTHERS SHALL BE CONSIDERED AS ACCEPTED BY HIM OF THE STATUS OF THE WORK AS BEING SATISFACTORY FOR PROPER COORDINATION OF HIS WORK.

GUARANTEE OF WORK: (SEE ALSO A1A-A201)

- 1. THE CONTRACTOR SHALL, AS A CONDITION PRECEDENT TO FINAL PAYMENT, EXECUTE A WRITTEN GUARANTEE TO THE OWNER WARRANTING ALL MATERIALS AND EQUIPMENT FURNISHED BY HIM UNDER THIS CONTRACT TO REMAIN IN SATISFACTORY OPERATING CONDITIONS (ORDINARY WEAR-AND-TEAR, ABUSE AND CAUSES BEYOND THE CONTROL OF THE CONTRACTOR ACCEPTED) FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE FINAL ACCEPTANCE OF HIS WORK OR FROM FULL OCCUPANCY OF THE BUILDING, BY THE OWNER, WHICHEVER IS EARLIER. ALL DEFECTS OR DAMAGES DUE TO FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED WITHOUT DELAY TO THE OWNERS SATISFACTION AND AT THE CONTRACTOR'S EXPENSE.

SUBSTITUTION OF MATERIALS OR SYSTEMS

- 1. BASE BIDS FOR ALL TRADES SHALL INCLUDE SPECIFIC ITEMS OF MATERIALS OR SYSTEMS SPECIFIED IN THESE SPECIFICATIONS IN DETAIL OR BY PROPRIETARY NAME. HOWEVER, IT IS RECOGNIZED THAT EQUALLY GOOD, FUNCTIONALLY SIMILAR ITEMS ARE ON THE MARKET. SHOULD THE CONTRACTOR DESIRE TO MAKE A SUBSTITUTION, HE SHALL SUBMIT IN WRITING TO THE ARCHITECT, HIS REQUEST FOR APPROVAL OF SUCH SUBSTITUTIONS, WITH DESCRIPTIVE LITERATURE AND SAMPLES AS THE ARCHITECT MAY REQUIRE. ALL SUBSTITUTIONS MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL AS AN ALTERNATE ALONG WITH COST VARIATIONS. ALL SUBSTITUTIONS REQUESTS SUBMITTED AFTER CONTRACT AWARD SHALL BE REVIEWED ONLY IF THE OWNER AUTHORIZED THE ARCHITECT TO INVESTIGATE THE SUBSTITUTIONS AND PAY FEES REQUIRED FOR SUCH REVIEW. IF THE ARCHITECT DETERMINES THAT THE REQUESTED EQUALITY EXISTS, HE WILL GIVE WRITTEN AUTHORIZATION TO THE CONTRACTOR TO MAKE THE REQUESTED SUBSTITUTIONS. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL, OTHERWISE THE NAMED ARTICLES SHALL BE USED. ALL ITEMS UNDER THE TERM "OR APPROVED EQUAL" SHALL BE SUBJECT TO THE ABOVE PROCEDURE.

ENGINEERING AND LAYOUT

- 1. THE CONTRACTOR SHALL PROVIDE COMPETENT ENGINEERING SERVICES TO EXECUTE THE WORK IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS. HE SHALL VERIFY THE FIGURES SHOWN ON THE SURVEY AND APPROACH DRAWINGS BEFORE UNDERTAKING ANY CONSTRUCTION WORK, AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE FINISHED WORK.
2. THE OWNER SHALL ESTABLISH, OR WILL ESTABLISH, SUCH GENERAL REFERENCE POINTS AS WILL, IN HIS JUDGEMENT, ENABLE THE CONTRACTOR TO PROCEED WITH THE WORK. IF THE CONTRACTOR FINDS THAT ANY PREVIOUSLY ESTABLISHED REFERENCE POINTS HAVE BEEN DESTROYED OR DISPLACED, HE SHALL PROMPTLY NOTIFY THE ARCHITECT.
3. THE CONTRACTOR SHALL PROTECT AND PRESERVE THE ESTABLISHED BENCH MARKS AND MONUMENTS AND SHALL MAKE NO CHANGE IN LOCATION WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. ANY OF THEM WHICH MAY BE LOST OR DESTROYED OR WHICH REQUIRE SHIFTING BECAUSE THE NECESSARY CHANGES IN GRADES OR LOCATIONS SHALL, SUBJECT TO PRIOR APPROVAL BY THE ARCHITECT, BE REPLACED AND ACCURATELY LOCATED BY THE CONTRACTOR.

CLIMATIC CONDITIONS

- 1. WHEN SO ORDERED BY THE ARCHITECT, THE CONTRACTOR SHALL SUSPEND ANY WORK THAT MAY BE SUBJECT TO DAMAGE BY CLIMATIC CONDITIONS.

STORAGE SHEDS, ETC.

- 1. THE GENERAL CONTRACTOR SHALL PROVIDE, MAINTAIN AND REMOVE WHEN DIRECTED, SUITABLE WEATHER TIGHT STORAGE SHEDS FOR STORAGE OF CEMENT AND OTHER MATERIALS SUBJECT TO WEATHER DAMAGE.

TEMPORARY WINDOWS, DOORS & ENCLOSURES

- 1. THE CONTRACTOR SHALL IMMEDIATELY PROVIDE TEMPORARY COVERING FOR ALL OPENINGS WHICH HAVE NOT RECEIVED THE FINISHED PRODUCT AFTER THE BULK OF THE CONTRACT MASONRY AND WATER TIGHT ROOF HAVE BEEN COMPLETED, AND WHERE NECESSARY TO MAINTAIN HEATED SPACES.
2. DOORS SHALL BE WOOD, WELL FITTED AND HUNG WITH HASPS AND PADLOCKS. PADLOCKS SHALL BE MASTER KEYS AND KEYS DISTRIBUTED WITH THE OWNERS APPROVAL.

TEMPORARY HEAT

- 1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN TEMPORARY HEAT IN ALL ENCLOSED SPACES OF AT LEAST 40 DEG. F. THIS TEMPERATURE MUST BE MAINTAINED WHEN WORKMEN ARE ON THE JOB OR WHEN MATERIAL WORKED INTO THE BUILDING IS IN DANGER OF DAMAGE BY FREEZING.
2. METHODS USED TO PROVIDE TEMPORARY HEAT MUST BE APPROVED BY THE ARCHITECT. OPEN FIRE POTS OR OPEN SALAMANDERS WITHOUT FLUE LEADING TO THE OUTSIDE ARE PROHIBITED. ALL FUEL COSTS SHALL BE PAID BY THE CONTRACTOR.

TEMPORARY 110/220 VOLT ELECTRIC POWER & LIGHTING

- 1. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY ELECTRICAL POWER AND LIGHTING REQUIRED FOR CONSTRUCTION USE OF THE VARIOUS TRADES UNDER HIS CONTRACT. POWER AND LIGHTING SHALL BE PROVIDED AS SOON AS THE ROOF DECK IS 50% COMPLETED OR SOONER.
2. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY ELECTRICAL OUTLETS, LIGHTING AND BULBS AS NEEDED FOR USE OF VARIOUS TRADES UNDER HIS CONTRACT. THE CONTRACTOR SHALL PAY FOR ELECTRICITY USED.

FIELD TELEPHONE OFFICE & SANITARY FACILITIES

- 1. THE CONTRACTOR SHALL INSTALL, MAINTAIN AND PAY FOR TELEPHONE, OFFICE AND SANITARY FACILITIES TO BE USED DURING THE COURSE OF CONSTRUCTION.
2. THE CONTRACTOR SHALL ERECT ON THE BUILDING SITE, A TEMPORARY OFFICE SHELTER FOR THE CONTRACTOR'S SUPERINTENDENTS. THIS OFFICE SHALL BE HEATED AND SHALL BE SEPARATE FROM SPACE ALLOTTED TO WORKMEN AND SUPPLIES. PROVIDE WINDOWS AND DOOR WITH LOCK.
3. TEMPORARY SANITARY FACILITIES SHALL BE PROVIDED AND MAINTAINED REGULARLY BY THE CONTRACTOR.

OWNER'S USE OF UTILITIES

- 1. OWNER'S REPRESENTATIVES SHALL BE PERMITTED TO USE WITHOUT CHARGE, ANY FACILITIES FURNISHED BY UTILITY COMPANIES WHICH ARE AVAILABLE AT THE JOB SITE.

CONTRACTORS AND SUB-CONTRACTORS INSURANCE: (ALSO SEE A1A-A201)

- 1. WORKMEN'S COMPENSATION INSURANCE: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF HIS CONTRACT, WORKMEN'S COMPENSATION INSURANCE FOR THE PROTECTION OF ALL EMPLOYEES ENGAGED UNDER HIS CONTRACT, THE LIMITS OF THE LIABILITY BEING IN CONFORMANCE WITH THE COMPENSATION LAWS OF THE STATE UNDER WHICH THE WORK IS BEING DONE. IN CASE ANY WORK IS SUB-LET, THE CONTRACTOR SHALL REQUIRE HIS SUB-CONTRACTOR TO PROVIDE SIMILAR WORKMEN'S COMPENSATION INSURANCE FOR ALL OF THE SUB-CONTRACTOR'S EMPLOYEES UNLESS SUCH EMPLOYEES ARE COVERED BY THE PROTECTION AFFORDED BY THE CONTRACTOR'S COMPENSATION INSURANCE.
2. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: THE CONTRACT SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF HIS CONTRACT SUCH PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AS SHALL PROTECT HIM AND ANY SUB-CONTRACTOR PERFORMING WORK COVERED BY THIS CONTRACT, AND THE OWNER FROM CLAIMS FOR DAMAGES FOR PERSONAL INJURY INCLUDING ACCIDENTAL DEATH, WHICH MAY ARISE FROM OPERATIONS UNDER HIS CONTRACT, WHETHER SUCH OPERATIONS BE BY HIMSELF OR BY ANY SUB-CONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM AND THE MINIMUM AMOUNTS OF SUCH INSURANCE SHALL BE AS FOLLOWS:
A. PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$500,000.00 FOR INJURIES INCLUDING ACCIDENTAL DEATH TO ANY ONE PERSON, IN ANY OCCURRENCE AND SUBJECT TO THE SAME LIMIT FOR EACH PERSON IN A TOTAL AMOUNT OF NOT LESS THAN \$1000,000.00 FOR DAMAGES ON ACCOUNT OF ALL OCCURRENCES.
B. PROPERTY DAMAGE INSURANCE IN AMOUNT NOT LESS THAN \$500,000.00 FOR DAMAGES ON ACCOUNT OF ANY ONE OCCURRENCE AND IN AN AMOUNT NOT LESS THAN \$1000,000.00 FOR DAMAGES ON ACCOUNT OF ALL OCCURRENCES.
C. CONTRACTOR'S AUTOMOBILE PUBLIC LIABILITY: IN AN AMOUNT NOT LESS THAN \$600,000.00 FOR ANY ONE PERSON AND \$1,000,000.00 FOR ANY ONE ACCIDENT.
D. CONTRACTOR'S AUTOMOBILE PROPERTY DAMAGE: IN AN AMOUNT NOT LESS THAN \$600,000.00 FOR ANY ONE ACCIDENT.
4. NO WORK SHALL BE STARTED UNTIL SATISFACTORY PROOF OF CARRIAGE OF THE REQUIRED INSURANCE HAS BEEN FURNISHED AND ACCEPTED BY THE OWNER.

OWNER'S INSURANCE: (ALSO SEE A1A-A201)

- 1. THE OWNER SHALL EFFECT AND MAINTAIN BUILDERS RISK INSURANCE COVERING FIRE AND OTHER RISKS INCLUDED IN THE STANDARD EXTENDED COVERAGE ENDORSEMENT, COMPLYING WITH STATE REQUIREMENTS, IS ANY, UPON THE ENTIRE STRUCTURE ON WHICH THE WORK IS TO BE DONE TO THE FULL INSURABLE VALUE THEREOF, INCLUDING ALL ITEMS OF LABOR AND MATERIALS CONNECTED THEREWITH WHETHER IN OR ADJACENT TO THE STRUCTURE INSURED, ALL MATERIALS IN PLACE OR TO BE USED AS PART OF THE PERMANENT CONSTRUCTION, AND ALL MISCELLANEOUS MATERIALS AND SUPPLIES INCIDENT TO THE WORK. THE INSURANCE SHALL COVER BOTH THE INTERESTS OF THE OWNER AND THE CONTRACTOR AS THEIR INTEREST MAY APPEAR DURING THE LIFE OF THE CONTRACT.
2. AT THE OWNER'S OPTION HE MAY ELECT TO INSURE THE BUILDER'S RISK POLICY ON AN "ALL RISK" BASIS.

EVIDENCE OF INSURANCE COVERAGE

- 1. NO WORK SHALL BE STARTED AT THE SITE BY ANY CONTRACTOR UNTIL THE FOLLOWING PROOFS OF COVERAGE HAVE BEEN RECEIVED FROM SUCH CONTRACTOR NOR SHALL THE WORK OF ANY INDIVIDUAL SUB-CONTRACTOR HAS SUBMITTED THE FOLLOWING PROOF OF COVERAGE TO THE ARCHITECT, AND TO THE OWNER.

- A. COMPANY SETTING FORTH LIMITS OF INSURANCE FOR ALL COVERAGE AS REQUIRED BY THESE SPECIFICATIONS. CERTIFICATES SHALL HAVE ENDORSEMENTS TO READ: "THESE POLICIES WILL NOT BE CANCELLED, TRANSFERRED, ALTERED, OR ALLOWED TO LAPSE WITHOUT NOTIFYING THE OWNER AND THE ARCHITECTS IN WRITING, THIRTY (30) DAYS BEFORE CANCELLATION OR LAPSE OF SAID POLICIES."

MATERIALS & WORKMANSHIP

- 1. MATERIALS USED IN THE WORK WILL CONFORM TO THE LATEST STANDARD SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE, THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, AWS: A572/ A575 AMERICAN SOCIETY OF HEATING AND AIR CONDITIONING ENGINEERS, NATIONAL ELECTRIC CODE: NEMA: AIEE, AND NATIONAL BOARD OF FIRE UNDERWRITERS. ALL WORKMANSHIP SHALL BE CONSISTENT WITH THE PRACTICES OF THE VARIOUS BUILDING TRADES AND SHALL CONFORM TO THE RECOGNIZED STANDARDS OF GOOD CONSTRUCTION.

COORDINATION OF SUB-CONTRACTORS

- 1. THE CONTRACTOR SHALL COORDINATE COOPERATION OF THE SUB-CONTRACTORS. THE CONTRACTOR SHALL KEEP HIMSELF INFORMED OF THE PROGRESS AND THE DETAIL WORK OF EACH OF THE SUB-CONTRACTORS AND SHALL EXPEDITE SAME. COOPERATION IS REQUIRED IN THE ARRANGEMENT FOR THE STORAGE OF MATERIALS, ACCESS TO THE TASK, REMOVAL OF RUBBISH, PARKING OF VEHICLES, ETC., AND IN THE DETAILED EXECUTION OF THE WORK. THE CONTRACTOR SHALL PROMOTE COOPERATION AND SHALL RESOLVE ANY AND ALL INTERFERENCES BETWEEN SUB-CONTRACTORS AND IN A MANNER ACCEPTABLE TO THE ARCHITECT. THE CONTRACTOR SHALL ENDEAVOR TO ORDER ALL MATERIALS, EQUIPMENT AND SERVICES REQUIRED WITH MORE THAN SUFFICIENT LEAD TIME AS TO NOT CAUSE ANY DELAYS IN THE CONSTRUCTION SCHEDULE.
A. CERTIFICATE OF INSURANCE IN DUPLICATE FROM THE CONTRACTOR'S OR SUB-CONTRACTOR'S INSURANCE.

CONTRACTOR'S USE OF PERMANENT HEATING AND ELECTRICAL SYSTEM

- 1. THE CONTRACTOR SHALL BE ALLOWED TO USE THE PERMANENT HEATING SYSTEM OR ELECTRICAL SYSTEM AFTER INSTALLATION, TO FURNISH HEAT OR POWER FOR CONSTRUCTION PROGRESS. THE CONTRACTOR SHALL PAY FOR COST OF AIR CONDITIONING SYSTEM AND ELECTRICAL SYSTEM UNTIL THE BUILDING IS TURNED OVER AND ACCEPTED BY THE OWNER.
2. THE CONTRACTOR, AT CONTRACTOR'S EXPENSE, SHALL REPLACE ALL FILTERS AND CLEAN ALL HEATING AND COOLING COIL AND ALL AIR HANDLING DUCTS AND EQUIPMENT AT THE TIME IS COMPLETED AND BUILDING IS TURNED OVER TO THE OWNER. THIS APPLIES TO ALL PERMANENT EQUIPMENT WHICH WAS USED DURING CONSTRUCTION.

OPERATING INSTRUCTIONS AND CHARTS

- 1. FURNISH MANUFACTURER'S PRINTED OPERATION AND MAINTENANCE INSTRUCTIONS FOR ALL EQUIPMENT AND SYSTEMS WHICH REQUIRES SUCH INSTRUCTIONS AND OBTAIN RECEIPT FOR SAME FROM ARCHITECT.

CLEANING UP

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND RUBBISH RESULTING FROM HIS WORK AND THAT OF OTHER CONTRACTORS, AND SHALL KEEP THE BUILDING FREE FROM ACCUMULATION OF DEBRIS DURING THE PROCESS OF CONSTRUCTION. UPON COMPLETION OF THE WORK, THE ENTIRE SITE AROUND THE BUILDING SHALL BE CLEANED OF ALL CONSTRUCTION DEBRIS. ALL FLOORS IN THE BUILDING TO RECEIVE CARPET OR TILE SHALL BE VACUUM CLEANED BEFORE FINISH IS INSTALLED. ALL OTHER FLOORS SHALL BE VACUUMED AND MACHINE WASHED TO REMOVE ACCUMULATED DUST AND DIRT PRIOR TO OWNER'S MOVE-IN. ALL CARPET AREAS SHALL BE VACUUMED.

SAFETY PRECAUTION: (SEE ALSO A1A-A201)

- 1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, OSHA HAVING JURISDICTION FOR THE SAFETY OF PERSON OR PROPERTY OR TO PROTECT FROM DAMAGE, INJURY OR LOSS. HE SHALL ERECT AND MAINTAIN AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES.
2. THE CONTRACTOR SHALL DESIGNATE A RESPONSIBLE MEMBER OF HIS ORGANIZATION AT THE SITE WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS. THIS PERSON SHALL BE THE CONTRACTOR'S SUPERINTENDENT UNLESS OTHERWISE DESIGNATED IN WRITING BY THE CONTRACTOR TO THE OWNER AND THE ARCHITECT.

INSTALLATION OF TENANT'S OR OWNER'S EQUIPMENT AND MACHINERY:

- 2. INSTALLATION OF TENANT'S OR OWNER'S EQUIPMENT AND/OR MACHINERY OR ANY WIRING, PIPING, OR FOUNDATIONS FOR SAME ARE NOT INCLUDED IN THE CONTRACT UNLESS SPECIFICALLY SHOWN ON DRAWINGS OR SPECIFIED. THE CONTRACTOR SHALL COOPERATE WITH THE TENANT OR OWNER SO THAT SUCH EQUIPMENT MAY BE PLACED IN THE BUILDING BEFORE COMPLETION OF THE CONTRACT. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR SUCH EQUIPMENT, BUT SHALL TAKE PRECAUTIONS SO THAT INTERFERENCES OR DAMAGE TO THE EQUIPMENT MAY BE AVOIDED.

WORK NOT INCLUDED OR FURNISHED UNDER THIS CONTRACT

- 1. THE FOLLOWING ITEMS WILL NOT BE FURNISHED AND INSTALLED BY THE OWNER OR FORCES UNDER HIS DIRECTION.
A. QUARRY TILE FLOORS; B. CERAMIC TILE WALLS; C. EPOXY FLOORING; D. ANSUL SYSTEM (EXCEPT AS NOTED ON ANSUL SPEC-SHT A-6.4 E. EXTERIOR SIGNS)

LIABILITY INSURANCE:

- 1. PROVIDE LIABILITY INSURANCE (HOLD HARMLESS AGREEMENT): THE CONTRACTOR SHALL MAINTAIN CONTRACTUAL LIABILITY INSURANCE TO COVER LIABILITY ASSUMED UNDER THE FOLLOWING AGREEMENT:
2. CONTRACTOR AND ANY SUB-CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS JAMES KANDU AND ANTONIO FANIZZA ASSOC., LTD., HERINAFTER CALLED OWNER AND ARCHITECT AND THEIR PARTNERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, DAMAGE OR EXPENSE FOR WHICH THE OWNER AND ARCHITECT MAY BECOME LIABLE ON ACCOUNT OF BODILY INJURY INCLUDING DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANYONE WHICH MAY ARISE OUT OF OR THE RESULT FROM THE OPERATIONS OR THE CONTRACTOR OR OF THOSE EMPLOYED BY HIS AGENTS OR SERVANTS INCLUDING HIS SUB-CONTRACTOR OR IN THE EXECUTION OF ANY WORK INCLUDED UNDER THIS CONTRACT, WHETHER OR NOT IT SHALL BE CLAIMED THAT THE INJURY OR DAMAGE WAS CAUSED THROUGH A NEGLIGENT ACT OR OMISSION OF THE OWNER AND ARCHITECT, THEIR AGENTS, SERVANTS OR EMPLOYEES, OR BY ANY OTHER PERSONS WHOEVER; AND CONTRACTOR SHALL, AT HIS OWN EXPENSE, APPEAR, DEFEND PAY ALL COSTS, AND EXPENSE, INCLUDING ATTORNEY'S FEES AND PAY ALL JUDGEMENTS IN CONNECTION WITH LIABILITY ASSUMED HERE UNDER.
3. THE FOLLOWING INDEMNIFICATION SHALL ALSO INCLUDE ALL LIABILITY OF THE OWNER, ARCHITECT AND OTHER MENTIONED PERSONS ARISING UNDER THE SO CALLED "STRUCTURAL WORK ACT" (CH. 48, SEC. 60-63, ILL. IN 016 REVISED STAT.).
4. EACH AND EVERY CONTRACTOR AND SUB-CONTRACTORS WHEN ACCEPTING CONTRACTUAL OBLIGATIONS FOR THIS PROJECT SHALL UNDERSTAND THAT A PREREQUISITE TO ANY OPERATION AT PROJECT WHETHER FILED WITH OWNER OR NOT, THAT THEY HAVE IMPLIED AGREEMENT TO THE ABOVE ITEM, (HOLD HARMLESS AGREEMENT AND ITS SPECIFIC WORDING.)

I HAVE PREPARED, OR UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE TO THE BEST OF MY KNOWLEDGE, THEY ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT (410 ILCS 75) AND THE ACCESSIBILITY (11 DFL CODE 400).
Signed: _____ Architect/Engineer
Wisconsin Registration No: _____
Date: _____



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CERTIFICATION AND SEAL

DRAWING NAME: SPECIFICATIONS PROJECT NAME: KANDU TOWNHOMES 8163 LINCOLN AVE SKOKIE, ILLINOIS

released to const job no. 1651 scale AS SHOWN date 10.14.2016 drawn by WJ checked by AF sheet

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