

PROJECT MANUAL  
FOR THE INSTALLATION OF  
LEAD-LINED PARTITIONS  
FOR  
THREE ROOMS ON LEVEL 6 AREA A  
CHRISTIANA HOSPITAL  
PROJECT #85-06  
FOR

**THE  
MEDICAL  
CENTER**  
OF DELAWARE

OWNER'S REPRESENTATIVE:

Planning Department  
The Medical Center of Delaware, Inc.  
Wilmington, DE 19899

CONSULTING ENGINEERS:

Joseph B. Callaghan, P.E.  
1701 Arch Street  
Philadelphia, PA 19103

April 17, 1985

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# INSTRUCTION SHEET AIA DOCUMENT A701a

## FOR AIA DOCUMENT A701, INSTRUCTIONS TO BIDDERS—MAY 1978 EDITION

### A. GENERAL INFORMATION:

#### 1. A701 and A201:

This edition of *AIA Document A701, Instructions to Bidders*, and the August 1976 Edition of *AIA Document A201, General Conditions of the Contract for Construction*, have complementary provisions and are intended to be used together in the Project Manual.

#### 2. Supplementary Instructions to Bidders and Modifications:

AIA Document A701, Instructions to Bidders, being a document designed for general usage, does not provide all of the information particular to a specific Project that will be required by prospective Bidders. Article 9 provides for the inclusion of supplementary instructions or modifications.

Some provisions in AIA Document A701 are stated to be effective "unless otherwise required in the Bidding Documents." If it is desired that different requirements be effective, these must then be stated in the Bidding Documents.

The necessary additional information or requirements must be provided in the Advertisement or Invitation to Bid, or in the Supplementary Conditions prepared for the Project, or as a supplement to these Instructions to Bidders if not included in Article 9, Supplementary Instructions. See *AIA Document A521, Uniform Location of Subject Matter*, for guidance in determining where specific types of information should be located.

Any modifications to the General Conditions, whether in Supplementary Conditions or elsewhere, should be carefully checked against the requirements of this document. This Document A701 is not designed or intended to be used as or to become a contract document: any provisions of this document which are intended to remain in effect after execution of the Contract for Construction should be reflected in the Conditions of the Contract (General, Supplementary or other Conditions).

### B. CHANGES FROM THE 1974 EDITION OF A701:

#### 1. ARTICLE 1—DEFINITIONS:

A sentence has been added to clarify the distinction between the Bidding Documents and the Contract Documents. The definition of a Bidder has been extended to include those submitting Bids for designated portions of the Work.

#### 2. ARTICLE 2—BIDDER'S REPRESENTATIONS:

As stipulated in *AIA Document A201*, Subparagraph 1.2.2, the Bidder makes an additional representation that his observations at the site correlate with the requirements of the proposed Contract Documents.

#### 3. ARTICLE 3—BIDDING DOCUMENTS:

Bidders, not Sub-bidders or others, may obtain complete sets of the Bidding Documents directly from the issuing office. Sub-bidders may directly contact the Architect regarding ambiguities, errors and interpretations.

No substitutions will be considered after the Contract award is made unless specifically provided for in the Contract Documents.

#### 4. ARTICLE 4—BIDDING PROCEDURES:

Bids must be submitted in compliance with the form included in the Bidding Documents and in the quantity required in Article 9.

If no Alternates to Base Bids are requested enter "No Change."

The Bid Security shall not be forfeited either because the Bidder refuses to accept an award of less than the combination of Bids on two or more designated portions, or because the Bidder does not fulfill his Contract obligations because the Owner has failed to furnish reasonable evidence of the Owner's financial capabilities.

Sealed Bids sent by mail must be noted on the outside envelope as "SEALED BID ENCLOSED."

#### 5. ARTICLE 5—CONSIDERATION OF BIDS:

The Article has been revised such that it is within the Owner's discretion whether to issue an abstract of the Bids which have been opened privately.

Unless otherwise provided in Article 9, the Owner may accept Alternate Bids in any order or combination.

#### 6. ARTICLE 6—POST-BID INFORMATION:

The Article has been retitled and provides that the Bidder may require evidence of the Owner's financial capabilities to fulfill his contractual obligations. Persons and entities proposed by the Bidder and not reasonably objected to by the Owner and the Architect shall not be changed without written consent from the Owner and the Architect.

#### 7. ARTICLE 7—PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The Bidder need only furnish a bond if and in the amount stipulated in Article 9 and if so required, the cost shall be included in the Bid. If the Owner requires bonds be obtained from other than the Bidder's usual source, the difference in cost shall be adjusted as provided in the Contract Documents.

## 8. ARTICLE 9—SUPPLEMENTARY INSTRUCTIONS:

This section has been added to provide for supplementary provisions.

## C. COMPLETING THE FORM:

It is essential that information or requirements (here indexed to the corresponding reference in AIA Document A701) relating to the following subjects be covered in the Advertisement or Invitation to Bid or in Article 9:

### 1. ARTICLE 3—BIDDING DOCUMENTS:

- 3.1.1 Issuing Office  
Deposits and charges for Bidding Documents
- 3.1.2 Issuance of Bidding Documents to Sub-bidders and others

### 2. ARTICLE 4—BIDDING PROCEDURES:

- 4.1.1 Number of copies of bid forms to be submitted
- 4.2.1 Bid security requirement; form, amount and beneficiary
- 4.3.1 Name of party receiving Bids
- 4.3.2 Date, time and location for receipt of Bids
- 4.4.1 Period during which Bids may not be withdrawn

### 3. ARTICLE 5—CONSIDERATION OF BIDS:

- 5.1.1 Public or private opening of Bids

### 4. ARTICLE 6—POST-BID INFORMATION:

- 6.1.1 Prequalification of Bidders

### 5. ARTICLE 7—PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

- 7.1 Performance Bond and Labor and Material Payment Bond requirements, and amounts or basis thereof
- 7.2.2 Form and beneficiary of Performance Bond and Labor and Material Payment Bond, if required

### 6. ARTICLE 8—FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- 8.1.1 Form of Agreement between Owner and Contractor, if other than A701

### 7. ARTICLE 9—SUPPLEMENTARY INSTRUCTIONS:

#### a. Liquidated damages:

If liquidated damages are to be assessed because delayed completion will result in the Owner actually suffering loss, it is suggested that the concept and amounts be carefully developed in consultation with the Owner's attorney. Inasmuch as liquidated damages are not a penalty to be inflicted on the Contractor, but are intended to provide a means for recovery of estimated actual damages, liquidated damages must bear an actual and reasonably estimated relationship to the loss to the Owner if the building is not completed on time; for example, the cost per day of renting space for temporary housing of students if a dormitory cannot be occupied when needed, additional financing costs, loss of profits, etc. Unless there is an aspect of confidentiality, or some other factor which prevails, it is suggested that provision for liquidated damages be included in Article 9. This provision should be prepared by the Owner's attorney and not by the Architect.

#### b. Penalty and Bonus:

If the Owner stands to benefit from early Substantial Completion, as well as suffering damage as a result of tardy Substantial Completion, consideration should be given to provisions for Penalty and Bonus. Unless there is an aspect of confidentiality, or some other factor which prevails, it is suggested that provisions for Penalty and Bonus be included in Article 9. These provisions should be carefully developed by the Owner's attorney and not by the Architect.

#### c. Retainage:

The retainage provisions to be incorporated into the Owner-Contractor Agreement, including any special provisions for the release or reduction of retainage on completion of a certain percentage or portion of the Work, should be indicated if not provided for in Supplementary Conditions.

#### d. Contract Time:

If a particular Contract Time is required as a condition of the Contract, it should be specified here. If Substantial Completion will be afforded on separate portions of the Work, it should be specified here as well.

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# THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document A701

## Instructions to Bidders

### 1978 EDITION

*Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction*

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## INSTRUCTIONS TO BIDDERS

### ARTICLE 1

#### DEFINITIONS

**1.1** Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.

**1.2** All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

**1.3** Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

**1.4** A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

**1.5** The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

**1.6** An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

**1.7** A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

**1.8** A Bidder is a person or entity who submits a Bid.

**1.9** A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

### ARTICLE 2

#### BIDDER'S REPRESENTATIONS

**2.1** Each Bidder by making his Bid represents that:

**2.1.1** He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

**2.1.2** He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

**2.1.3** His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

### ARTICLE 3

#### BIDDING DOCUMENTS

##### 3.1 COPIES

**3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and his deposit will be refunded.

**3.1.2** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.

**3.1.3** Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**3.1.4** The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

##### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

**3.2.1** Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

**3.2.2** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

**3.2.3** Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

##### 3.3 SUBSTITUTIONS

**3.3.1** The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

**3.3.2** No substitution will be considered prior to receipt of Bids unless written request for approval has been re-



ceived by the Architect at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**3.3.3** If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

**3.3.4** No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

### **3.4 ADDENDA**

**3.4.1** Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

**3.4.2** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

**3.4.3** No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

**3.4.4** Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

## **ARTICLE 4 BIDDING PROCEDURE**

### **4.1 FORM AND STYLE OF BIDS**

**4.1.1** Bids shall be submitted on forms identical to the form included with the Bidding Documents, in the quantity required by Article 9.

**4.1.2** All blanks on the bid form shall be filled in by typewriter or manually in ink.

**4.1.3** Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

**4.1.4** Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

**4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

**4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

**4.1.7** Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a

sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### **4.2 BID SECURITY**

**4.2.1** If so stipulated in the Advertisement or Invitation to Bid, each Bid shall be accompanied by a bid security in the form and amount required by Article 9 pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder in Article 7 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

**4.2.2** If a surety bond is required it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

**4.2.3** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **4.3 SUBMISSION OF BIDS**

**4.3.1** All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

**4.3.3** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**4.3.4** Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

### **4.4 MODIFICATION OR WITHDRAWAL OF BID**

**4.4.1** A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

**4.4.2** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

**4.4.3** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**4.4.4** Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

## **ARTICLE 5**

### **CONSIDERATION OF BIDS**

#### **5.1 OPENING OF BIDS**

**5.1.1** Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable time.

#### **5.2 REJECTION OF BIDS**

**5.2.1** The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

#### **5.3 ACCEPTANCE OF BID (AWARD)**

**5.3.1** It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in his judgment, is in his own best interests.

**5.3.2** The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Article 9, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

## **ARTICLE 6**

### **POST BID INFORMATION**

#### **6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

**6.1.1** Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

## **6.2 OWNER'S FINANCIAL CAPABILITY**

**6.2.1** The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that the Owner has made financial arrangements to fulfill the Contract obligations. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Owner-Contractor Agreement.

## **6.3 SUBMITTALS**

**6.3.1** The Bidder shall, within seven days of notification of selection for the award of a Contract for the Work, submit the following information to the Architect:

- .1 a designation of the Work to be performed by the Bidder with his own forces;
- .2 the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
- .3 a list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**6.3.3** Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

**6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection under the provisions of Subparagraph 6.3.3 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

## **ARTICLE 7**

### **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

#### **7.1 BOND REQUIREMENTS**

**7.1.1** Prior to execution of the Contract, if required in Article 9 hereinafter, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources. If the furnish-

ing of such bonds is stipulated hereinafter in Article 9, the cost shall be included in the Bid.

**7.1.2** If the Owner has reserved the right to require that bonds be furnished subsequent to the execution of the Contract, the cost shall be adjusted as provided in the Contract Documents.

**7.1.3** If the Owner requires that bonds be obtained from other than the Bidder's usual source, any change in cost will be adjusted as provided in the Contract Documents.

**7.2 TIME OF DELIVERY AND FORM OF BONDS**

**7.2.1** The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

**7.2.2** Unless otherwise required in Article 9, the bonds

shall be written on AIA Document A311, Performance Bond and Labor and Material Payment Bond.

**7.2.3** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

**ARTICLE 8**

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**8.1 FORM TO BE USED**

**8.1.1** Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum.

**ARTICLE 9**

**SUPPLEMENTARY INSTRUCTIONS**



## SECTION A2

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - PROJECT #85-06

1. Sealed Proposal addressed to The Medical Center of Delaware, will be received in the Executive Office of The Medical Center of Delaware, 501 West 14th Street, Wilmington, Delaware, until 4:00 p.m. Thursday, May 16, 1985, for New Lead-Lined Partitions, Level 6 Area A, Christiana Hospital, Project #85-06.
2. This project will be bid on the basis of a single contract.
3. The bids will be opened in private by the Owner's staff. All bidders will receive an abstract of the bids after the award, in accordance with Article 5, Section 5.1.1.
4. Each bidder will receive two complete sets of drawings and three (3) complete sets of specifications. ~~XXXXXXXXXXXXX~~
5. The preparation and submission of bids shall be as required by and in conformance with the General Conditions.
6. Form of Proposal must be delivered in duplicate in a sealed envelope, with the required bid guarantee. All blanks in said form must be fully filled in, all prices being indicated in words and also in figures, and the complete form without interlineation, alteration or erasure, signed by the Bidder. Proposals which do not conform to these requirements or which contain additions, conditional bids or irregularities of any kind, may be rejected as informal.
7. Before submitting Proposal, the Bidder shall carefully examine the Drawings and Specifications, visit the site and fully inform himself as to all laws, ordinances and regulations, wage rates and labor conditions in the area of operation affecting the Contract or the Work, and shall include in the Proposal a sum to cover the cost of all items, implied or required, to obtain the complete conditions contemplated by the Contract.
8. The General Contractor shall agree, if awarded a Contract for the project, to execute the standard AIA Document A101, Standard Form of Agreement Between Owner and Contractor.
9. An agreement shall be for a lump sum contract to be executed in conjunction with the other contracts for the project and each Contractor shall agree to work in complete cooperation with the other Contractors. The Form of Contract shall be as reproduced in the specification.
10. Bidders shall agree, if awarded the Contract for the project, that they will not commence work at the site until a Notice to Proceed has been issued by the Owner and all necessary materials are on the site.

11. Bidders shall state on the Proposal Form which Surety Company, authorized to transact business in the State of Delaware, will furnish Performance and Payment Bonds in the event he should be the successful Bidders.
12. Bidders agree, if awarded a contract, to execute and file a separate stipulation against and waiver of liens contemporaneously with the execution of the agreement and before any work is commenced or any materials or machinery are delivered to the site.
13. For each additional complete set of drawings and specifications, an additional \$25.00 will be required and refundable as stated in paragraph 3 on Page A2-1.
14. All Proposals must remain in force at least forty-five (45) days after the date for receiving of Proposals, and may be accepted or rejected at any time prior to the expiration of that period.
15. To arrange for a site visit, bidders should call the Planning Department's Owner's Representative, R. Harwick at 428-2781. Because there are patients in the rooms in question, after an overview of the area on Level 6 in Tower A, you may be shown identical empty rooms in another location or locations.
16. The following construction sequencing is hereby made part of the Contract Documents: see attached.
17. A pre-bid meeting is scheduled for 10:30 A.M. on Wednesday, May 1st, 1985 in the Conference Room 6327 on Level 6, Tower A at the Christiana Hospital.

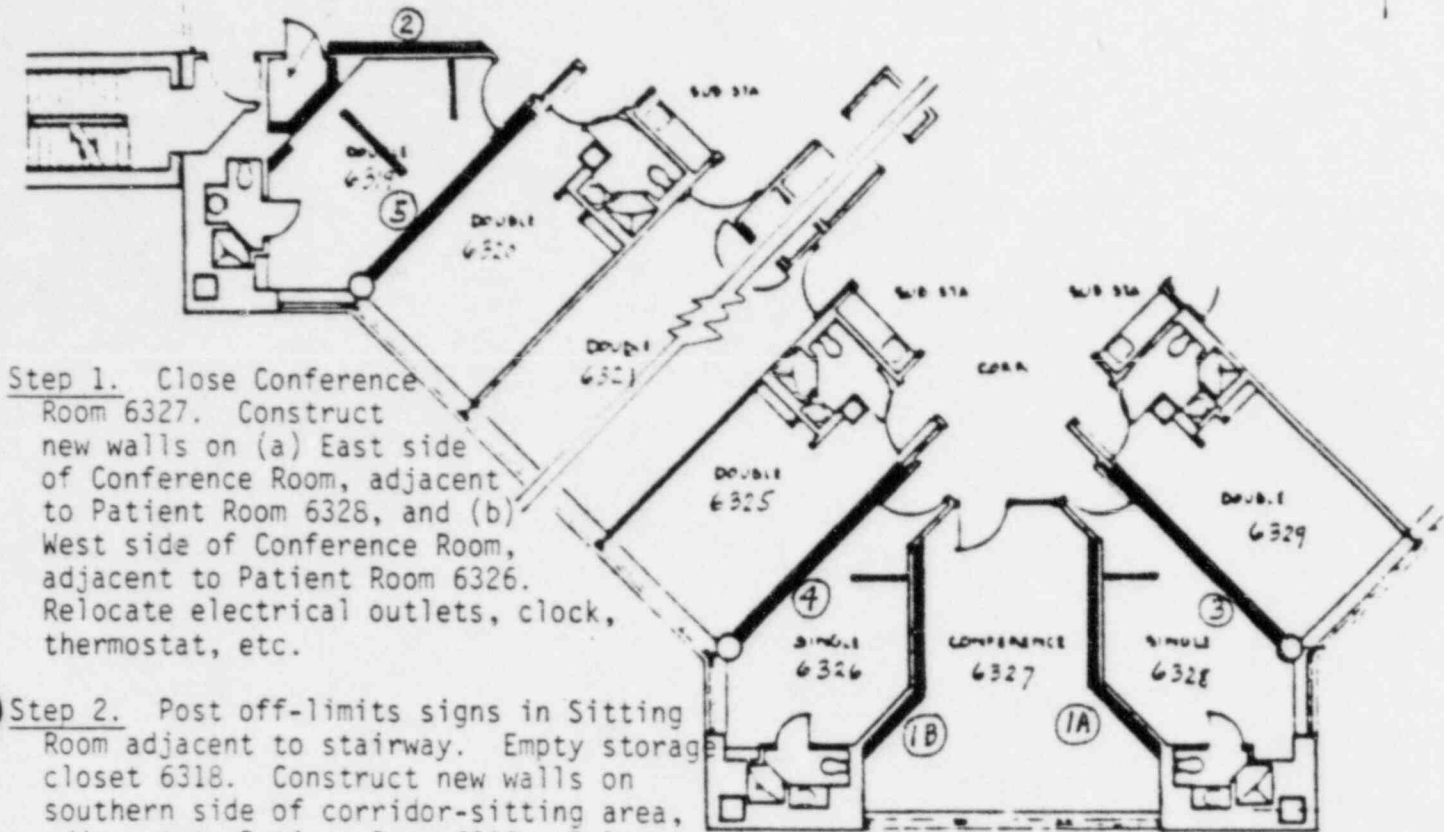
Since the hospital is open, some patients may be assigned to the actual rooms in this project. However, at the time of the meeting we will have the opportunity to examine similar rooms which are unoccupied at that moment.

Please call the Planning Department office by noon on April 29, 1985 to acknowledge your attendance (428-2781).

# CONSTRUCTION SEQUENCES

PARTIAL PLAN  
LEVEL 6 AREA A

(Not To Scale)



Step 1. Close Conference Room 6327. Construct new walls on (a) East side of Conference Room, adjacent to Patient Room 6328, and (b) West side of Conference Room, adjacent to Patient Room 6326. Relocate electrical outlets, clock, thermostat, etc.

Step 2. Post off-limits signs in Sitting Room adjacent to stairway. Empty storage closet 6318. Construct new walls on southern side of corridor-sitting area, adjacent to Patient Room 6319. Relocate electrical outlets, etc.

Step 3. Close Patient Rooms 6328 and 6329. Remove separation wall between these two rooms. Construct new wall between Rooms 6328 and 6329. Relocate electrical outlets, etc. Install new floor cover. Reopen rooms. Room 6328 is now a lead-lined patient room.

Step 4. Close Patient Rooms 6325 and 6326. Remove separation wall between these two rooms. Construct new wall between rooms 6325 and 6326. Relocate electrical outlets, etc. Install new floor cover. Reopen rooms. Room 6326 is now a lead-lined patient room.

Step 5. Close Patient Rooms 6319 and 6320. Remove separation wall between these two rooms. Construct new wall between rooms 6319 and 6320. Construction additional shielded headwall and divider partition. Install new floor cover. Relocate electrical outlets, etc. Reopen rooms. Room 6319 is now a lead-lined double-bed patient room.

+ + END OF SECTION A2 + +

## SECTION B1

PROPOSAL FORMGENERAL CONTRACT  
FOR THE  
MEDICAL CENTER OF DELAWARE

Project #85-06 Installation of New Lead-Lined Partitions for Three Rooms -  
Level 6 Area A - Christiana Hospital

1. We, the undersigned, will furnish all labor, materials, equipment and services necessary for the completion of the General Conditions, General Construction, Mechanical, Plumbing and Electrical work for the above project of the Medical Center of Delaware, all in strict conformance with the Contract Documents and Addenda thereto, as furnished by the Medical Center of Delaware, Planning Department, and will agree to complete the work or portions of the work on or before the completion date or dates specified below.
  - o Completion of Step 3 in \_\_\_\_\_ calendar days.
  - o Completion of Step 4 in \_\_\_\_\_ calendar days.
  - o Completion of Step 5 in \_\_\_\_\_ calendar days.
  - o Lump Sum or Stipulated Sum for all of the work described above:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
2. We, the undersigned, agree, if awarded the contract for the project, to execute an agreement for the above stated work and compensation on Form of Agreement Between Owner and Contractor. Standard A.I.A. Form A101.
3. We, the undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, at the signing of the Contract, Performance and Payment Bonds, A.I.A. Document No. A311, as written by  
\_\_\_\_\_  
Surety.
4. We, the undersigned, agree if awarded the contract, not to begin the work on the site until a written Notice to Proceed has been issued by the Owner, and all necessary materials are on the site ready for installation. As noted in Steps 3, 4 and 5, certain patient rooms must be closed and vacated during construction. The loss of income to the Owner, could be more than the value of the work, should there be unnecessary or untimely delays. It is hereby stated that the Owner reserves unto itself to delay the start of construction until it is satisfied that needed materials are on site or in reasonably close proximity before authorizing the Contractor to proceed with on-site construction. Once started, work should proceed in a workman-like manner expeditiously, as enumerated in the "Calendar days to complete" statements furnished by the bidder.



5. Bids shall be accompanied by a Bid Bond, A.I.A. Document No. A310, in a principal sum equal to at least ten percent (10%) of the total amount of the bid.
6. We, the undersigned, agree that this proposal as submitted shall hold good a period of forty-five (45) days dating from the date stipulated for the receipt of proposals for this Project.
7. List of Sub-Contractors and Addresses. The bid is based on the use of the following sub-contractors and/or vendors.

Lead-lining Work \_\_\_\_\_

Sheet Lead Manufacturer \_\_\_\_\_

Miscellaneous Iron Fabricators \_\_\_\_\_

Mechanical (HVAC/Plumbing) Work \_\_\_\_\_

Electrical Work \_\_\_\_\_

8. Received Addenda

Nos. \_\_\_\_\_ Date \_\_\_\_\_

Nos. \_\_\_\_\_ Date \_\_\_\_\_

9. o Company Name \_\_\_\_\_

o Submitted by \_\_\_\_\_

o Bidder is (an) \_\_\_\_\_  
(Individual) - (Partnership) - (Corporation)

o Date \_\_\_\_\_

+ + END OF SECTION B1 + +

# INSTRUCTION SHEET AIA DOCUMENT A101a

## FOR AIA DOCUMENT A101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR — JUNE 1977 EDITION

AIA Document A101, Standard Form of Agreement Between Owner and Contractor, is for use where the basis of payment is a stipulated sum (fixed price). The 1977 Edition has been prepared for use with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction. It is suitable for any arrangement between the Owner and the Contractor where the cost has been set in advance either by bidding or by negotiation. Although the Owner has the advantage of advance knowledge of the cost of the Work, increased efforts to assure Contract compliance may be required, in view of the fact that the price is fixed and the Contractor has a financial interest in minimizing the cost of carrying out the Work. A more complete explanation of A101 is provided in Architect's Handbook of Professional Practice, Chapter 17: Owner-Contractor and Contractor-Subcontractor Agreements.

Below is a listing of pertinent provisions revised or added to the 1977 Edition of the Stipulated Sum Owner-Contractor Agreement Form:

Article 3 — Modified to read, "Time of Commencement and Substantial Completion." The General Conditions, AIA Document A201, 1976 Edition, make it clear that the Contract Time runs until the Date of Substantial Completion; the Owner should be aware that an additional period of time will be required to reach final completion.

Article 4 — Revised to include reference to the Contract Documents for determination of amounts of Change Orders. Parenthetical instruction describing basis of payment now includes *base bid and accepted alternates*.

Article 5 — A sentence has been added at the end of the first paragraph to stipulate a specific day of the month as the end of the period for which progress payments will be made. The Agreement requires that the Owner make progress payments not later than an agreed-upon number of days following the end of that period covered by the Application for Payment. (Note that the General Conditions, AIA Document A201, 1976 Edition, require in Subparagraph 9.3.1 that the Contractor apply for payment at least 10 days in advance of the date payment is due.)

The provision for interest on payments due and unpaid has been revised to provide for the entry of a specific rate of interest in accordance with the changes in the interest provision of A201, Paragraph 7.8. A parenthetical statement has been added drawing attention to Truth-in-Lending and other laws which may govern the use and form of an interest provision under certain circumstances.

Article 6 — Modified to provide that final payment is due when the Work has been completed (the reference to an agreed-upon number of days after Substantial Completion of the Work has been deleted). The Certificate of Substantial Completion will provide the time period within which the Contractor will bring the Work to final completion.

### Completing the form:

(NOTE: Prospective bidders should be aware of any additional provisions which may be included in A101, such as liquidated damages, retainage, or payment for stored materials, by an appropriate notice in the Bidding Documents.)

Cover Page — The names of the Owner and the Architect should be shown in the same form as in the other Project documents; include the full legal or corporate names under which the Owner and Contractor are entering the Agreement.

### Article 1 — The Contract Documents

The Contract Documents must be enumerated in detail under Article 7. If unit prices are incorporated in the Contractor's bid, the bid itself may be incorporated into the Contract; similarly, other bidding documents, bonds, etc. may be incorporated, particularly in public work.

### Article 2 — The Work

The general scope of the Work should be carefully defined here, since changes by Change Order, under Paragraph 12.1 of A201, must be within the general scope of the Work contemplated by the Contract. This Article should be used to describe the portions of the Project for which the Contractor is responsible, if separate contracts are used.

### Article 3 — Time of Commencement and Substantial Completion

The following items should be included as appropriate:

- Date of commencement of the Work
- Provision for notice to proceed, if any
- Date of Substantial Completion of the Work
- Provision, if any, for liquidated damages if not included in the Supplementary Conditions (see AIA Document A511)

Date of commencement of the Work should not be earlier than the date of execution of the Contract. When time of performance is to be strictly enforced, the statement of starting time should be carefully considered.

A sample provision where a notice to proceed will be used is as follows:

The Work shall commence on the date stipulated in the notice to proceed and shall be substantially completed on \_\_\_\_\_.

The Date of Substantial Completion of the Work may be expressed as a number of days (preferably calendar days) or as a specific date. The time requirements will ordinarily have been fulfilled when the Work is Substantially Complete, as defined in A201, Subparagraph 8.1.3, even if a few minor items may remain to be completed or corrected.

If liquidated damages are to be assessed because delayed construction will result in the Owner actually suffering loss, the amount per day should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality will help determine the choice of location. Liquidated Damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimated relationship to the loss to the Owner if the building is not completed on time; for example, the cost per day of renting space to house students if a dormitory cannot be occupied when needed, additional financing costs, loss of profits, etc. This provision, which should be carefully reviewed, if not drafted, by the Owner's attorney, may be as follows:

The Owner will suffer financial damage if the Project is not Substantially Completed on the date set forth in the Contract Documents. The Contractor (and his Surety) shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the Work is Substantially Completed: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

A provision for penalty and *bonus*, where such is appropriate, is suggested as follows:

The Contractor agrees to pay to the Owner a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each calendar day beyond the established completion date that the Work remains uncompleted, in consideration of which the Owner agrees to pay the Contractor a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each calendar day ahead of the established completion date that the Work is determined to be Substantially Completed.

Note that a liquidated damages provision may be placed in the Supplementary Conditions in order to put Subcontractors on notice of this condition.

#### Article 4 — Contract Sum

The following items should be included as appropriate:

- The Contract Sum
- Unit prices, cash allowances, or cash contingency allowances, if any

If not covered elsewhere in the Contract Documents in more detail, the following provision for unit prices is suggested:

The unit prices listed below shall determine the value of extra Work or changes, as applicable. They shall be considered complete including all material and equipment, labor, installation costs, overhead and profit, and shall be used uniformly for either additions or deductions.

Specific allowances for overhead and for profit on Change Orders may also be included here.

#### Article 5 — Progress Payments

The following items should be included as appropriate:

- Due dates for payments
- Retained percentage
- Payment for materials stored off the site

The due date for payment is often arbitrarily set. It should be a date mutually acceptable to both the Owner and the Contractor in consideration of the time required for the Contractor to prepare an Application for Payment, for the Architect to check and certify payment, and for the Owner to make payment, within the time limits set in Subparagraph 9.4.1, of A201, and in this Article of A101.

The last date upon which Work may be included in an Application should be normally not less than fourteen days prior to the payment date to allow seven days for the Architect to evaluate the Application and issue a Certificate for Payment and seven days for the Owner to make payment as provided in Article 9 of AIA Document A201. The Contractor may prefer an additional few days to allow time for preparation of his Application.

Retained percentage: It is a frequent practice to pay the Contractor 90 percent of the earned sum when payments fall due, retaining 10 percent to assure faithful performance of the Contract. These percentages may vary with circumstances and localities. AIA endorses the concept of reducing retainage as rapidly as possible consistent with the continued protection of all affected interests. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

A provision for reducing retainage should provide that the reduction will be made only if, in the judgment of the Architect, satisfactory progress is being made and maintained in the Work. If the Contractor has furnished a bond, he should be required to provide a Consent of Surety to Reduction In or Partial Release of Retainage (AIA Document G707A), before the retainage is reduced.

Payment for materials stored off the site should be provided for in a specific agreement and included in Article 7. Provisions regarding transportation to the site and insurance to protect the Owner's interests should be included.

#### Article 6 — Final Payment

At the time final payment is requested, the Architect should be particularly meticulous in ascertaining that all claims have been settled, in defining any claims that may still be unsettled, in obtaining from the Contractor the certification required in Article 9 of AIA Document A201 that no indebtedness against the Project remains, and in being assured that to the best of his knowledge and belief, based on the final inspection, the Contract requirements have been fulfilled.

#### Article 7 — Miscellaneous Provisions

An accurate, detailed enumeration of all Documents included in the Contract must be made in this Article.

Signatures — Subparagraph 1.2.1 of AIA Document A201, states that the Contract Documents shall be executed in not less than triplicate by the Owner and the Contractor. The Agreement should be executed by the parties in their capacities as individuals, partners, officers, etc., as appropriate.



# THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
*STIPULATED SUM*

**1977 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

*Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

---

### AGREEMENT

made as of the  
Hundred and

day of

in the year of Nineteen

**BETWEEN** the Owner:

and the Contractor:

The Project:

The Architect:

The Owner and the Contractor agree as set forth below.

---

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## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## **ARTICLE 2**

### **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

## **ARTICLE 3**

### **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced  
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than  
*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

## **ARTICLE 4**

### **CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract Sum is determined as follows:  
(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

## **ARTICLE 5**

### **PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the \_\_\_\_\_ day of the month as follows:

Not later than \_\_\_\_\_ days following the end of the period covered by the Application for Payment \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Here insert any rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**7.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)*

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

OWNER

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

19

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Surety) (Seal)  
\_\_\_\_\_  
(Title)

03755

SECTION B-4

LIST OF DRAWINGS  
(CONTRACT DOCUMENTS)

Architectural - Structural: New Lead Lined Partitions

S1	(1 of 3)	Double Bedroom Plan, Elevations and Details
S2	(2 of 3)	Single Bedroom Plan, Elevations and Details
S3	(3 of 3)	Sections & Details

+ + END OF SECTION B-4 + +



# THE AMERICAN INSTITUTE OF ARCHITECTS



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*AIA Document A201*

## **General Conditions of the Contract for Construction**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1

### CONTRACT DOCUMENTS

#### 1.1 DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

##### 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

##### 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

#### 1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

#### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights.

## ARTICLE 2

### ARCHITECT

#### 2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

#### 2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded



through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.18.

**2.2.3** The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**2.2.4** The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**2.2.5** The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

**2.2.6** Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

**2.2.7** The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

**2.2.8** The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

**2.2.9** Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

**2.2.10** All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not

show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

**2.2.11** The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

**2.2.12** Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.

**2.2.13** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

**2.2.14** The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**2.2.15** The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

**2.2.16** The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

**2.2.17** If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**2.2.18** The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

**2.2.19** In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

### **ARTICLE 3**

#### **OWNER**

##### **3.1 DEFINITION**

**3.1.1** The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

##### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**3.2.1** The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

**3.2.2** The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**3.2.3** Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**3.2.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**3.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

**3.2.6** The Owner shall forward all instructions to the Contractor through the Architect.

**3.2.7** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

##### **3.3 OWNER'S RIGHT TO STOP THE WORK**

**3.3.1** If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person, or entity, except to the extent required by Subparagraph 6.1.3.

##### **3.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**3.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 4**

#### **CONTRACTOR**

##### **4.1 DEFINITION**

**4.1.1** The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

##### **4.2 REVIEW OF CONTRACT DOCUMENTS**

**4.2.1** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or

the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

#### **4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**4.3.1** The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

**4.3.2** The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

**4.3.3** The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

#### **4.4 LABOR AND MATERIALS**

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

**4.4.2** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

#### **4.5 WARRANTY**

**4.5.1** The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

#### **4.6 TAXES**

**4.6.1** The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

#### **4.7 PERMITS, FEES AND NOTICES**

**4.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental

fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

**4.7.2** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

**4.7.3** It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

**4.7.4** 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 assume full responsibility therefor and shall bear all costs attributable thereto.

#### **4.8 ALLOWANCES**

**4.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

**4.8.2** Unless otherwise provided in the Contract Documents:

- 1** these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- 2** the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- 3** whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

#### **4.9 SUPERINTENDENT**

**4.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

#### **4.10 PROGRESS SCHEDULE**

**4.10.1** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information an estimated progress sched-



ule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

#### **4.11 DOCUMENTS AND SAMPLES AT THE SITE**

**4.11.1** The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

#### **4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**4.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**4.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

**4.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**4.12.4** The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

**4.12.5** By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**4.12.6** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

**4.12.7** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

**4.12.8** No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such

portions of the Work shall be in accordance with approved submittals.

#### **4.13 USE OF SITE**

**4.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

#### **4.14 CUTTING AND PATCHING OF WORK**

**4.14.1** The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

**4.14.2** The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

#### **4.15 CLEANING UP**

**4.15.1** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

**4.15.2** If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in paragraph 3.4 and the cost thereof shall be charged to the Contractor.

#### **4.16 COMMUNICATIONS**

**4.16.1** The Contractor shall forward all communications to the Owner through the Architect.

#### **4.17 ROYALTIES AND PATENTS**

**4.17.1** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

#### **4.18 INDEMNIFICATION**

**4.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom,

and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

**4.18.2** In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**4.18.3** The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 DEFINITION

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**5.2.1** Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any

such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

**5.2.3** If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

**5.2.4** The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1** By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

## ARTICLE 6

### WORK BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

**6.1.1** The Owner reserves the right to perform work related to the Project with his own forces, and to award

separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

**6.1.2** When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

## **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

**6.2.2** If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

**6.2.3** Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

**6.2.4** Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

**6.2.5** Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up

and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

#### **7.1 GOVERNING LAW**

**7.1.1** The Contract shall be governed by the law of the place where the Project is located.

#### **7.2 SUCCESSORS AND ASSIGNS**

**7.2.1** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

#### **7.3 WRITTEN NOTICE**

**7.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

#### **7.4 CLAIMS FOR DAMAGES**

**7.4.1** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### **7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

**7.5.1** The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

#### **7.6 RIGHTS AND REMEDIES**

**7.6.1** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**7.6.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 7.7 TESTS

**7.7.1** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

**7.7.2** If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.7.3** Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

**7.7.4** If the Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

## 7.8 INTEREST

**7.8.1** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing at the place of the Project.

## 7.9 ARBITRATION

**7.9.1** All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof, except as provided in Subparagraph 2.2.11 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.9.4 and 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, the Architect, his employees or consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Architect, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder or in any other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is

required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**7.9.2** Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraph 2.2.12 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**7.9.3** Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

## ARTICLE 8

### TIME

#### 8.1 DEFINITIONS

**8.1.1** Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

**8.1.2** The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

**8.1.3** The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

**8.1.4** The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

#### 8.2 PROGRESS AND COMPLETION

**8.2.1** All time limits stated in the Contract Documents are of the essence of the Contract.



8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

#### 9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

#### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported

by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques,



sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

## **9.5 PROGRESS PAYMENTS**

**9.5.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

**9.5.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subsubcontractors in similar manner.

**9.5.3** The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

**9.5.4** Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

**9.5.5** No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## **9.6 PAYMENTS WITHHELD**

**9.6.1** The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective Work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the Owner or another contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

**9.6.2** When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

## **9.7 FAILURE OF PAYMENT**

**9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

**9.8.2** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

## **9.9 FINAL COMPLETION AND FINAL PAYMENT**

**9.9.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will

promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

**9.9.2** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.9.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.9.4** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.

**9.9.5** The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

## ARTICLE 10

### PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

#### 10.2 SAFETY OF PERSONS AND PROPERTY

**10.2.1** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

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

**10.2.2** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

**10.2.4** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**10.2.5** The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

**10.2.6** 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 by the Contractor in writing to the Owner and the Architect.

**10.2.7** The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### **10.3 EMERGENCIES**

**10.3.1** In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

## **ARTICLE 11**

### **INSURANCE**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

**11.1.3** The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

**11.1.4** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled until at least thirty days' prior written notice has been given to the Owner.

#### **11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

#### **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2.

**11.3.2** The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.3** Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

**11.3.4** The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

**11.3.5** If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.



**11.3.6** The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

**11.3.7** If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

**11.3.8** The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.9** If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

#### **11.4 LOSS OF USE INSURANCE**

**11.4.1** The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

## **ARTICLE 12**

### **CHANGES IN THE WORK**

#### **12.1 CHANGE ORDERS**

**12.1.1** A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

**12.1.2** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

**12.1.3** The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- 1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 by the method provided in Subparagraph 12.1.4.

**12.1.4** If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion

or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

**12.1.5** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

## **12.2 CONCEALED CONDITIONS**

**12.2.1** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

## **12.3 CLAIMS FOR ADDITIONAL COST**

**12.3.1** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

**12.3.2** If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

## **12.4 MINOR CHANGES IN THE WORK**

**12.4.1** The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

The Contractor shall carry out such written orders promptly.

## **ARTICLE 13**

### **UNCOVERING AND CORRECTION OF WORK**

#### **13.1 UNCOVERING OF WORK**

**13.1.1** If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

**13.1.2** If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

#### **13.2 CORRECTION OF WORK**

**13.2.1** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

**13.2.2** If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3** The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

**13.2.4** If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.



**13.2.5** If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**13.2.6** The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

**13.2.7** Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### **13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

**13.3.1** If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 14**

### **TERMINATION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

#### **14.2 TERMINATION BY THE OWNER**

**14.2.1** If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

**14.2.2** If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

## SECTION C2

### SUPPLEMENTARY CONDITIONS

#### 1. A.I.A. General Conditions

A. The General Conditions governing this work shall be the standard form of the American Institute of Architects entitled "General Conditions of the Contract for Construction", A.I.A. Document A201, Thirteenth Edition, August, 1976, a copy of which is bound in these specifications and except as amended and/or supplemented as hereinafter specified, shall remain in full force and effect.

#### 2. Supplementary Instructions to Bidders and Supplementary Conditions

A. In addition to the General Conditions, the Supplementary Instructions to Bidders and the Supplementary Conditions shall apply to the contract as a whole, and to each and every sub-contractor, and to all persons supplying any materials or labor entering into this building directly or indirectly.

#### 3. Execution, Correlation & Intent

(Supplements A.I.A. General Conditions, Paragraph 1.2)

1.2.1:1. Agreement Shall be signed.

1.2.2.1. The General Contractor shall be responsible for all measurements; shall check all drawings; report any discrepancies to the Architect; and shall furnish correct dimensions to all trades, whether or not directly under him; he shall also furnish all lines and dimensions required in the performance of the work.

1.2.3.1 Where dimensions are given, they are to be followed in preference to measurements by scale. The drawings will be held in preference in the following order: Contract, Drawings, Scale Drawings and F.S. Details, but the Contractor must check all drawings and verify all figures.

#### 4. Definitions

(Supplements to A.I.A. General Conditions - Article 2, 3, 4, and 5.)

Architect:

Planning Department  
Wilmington Medical Center  
PO Box 1668  
Wilmington, Delaware 19899

Owner:

Wilmington Medical Center  
14th and Washington Streets  
Wilmington, Del. 19899

Contractor:

The Contractor in the contract documents in each case shall be the contractor who signs each separate contract.

Sub-Contractor:

Any Contractors engaged by the Contractor to perform any work or furnish any materials and/or labor required under this contract.

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5. Administration of the Contract

(Delete wording in paragraph 2.2.17 of A.I.A. General Conditions and Amend it as follows)

2.2.17 In addition to the general supervision, by the Architect, the Owner may at his option, employ a Project Inspector who will at all times represent him. All matters involving the interpretation of the drawings shall first be brought to the attention of this Project Inspector, who shall conduct with the Owner's Representatives and advise the Contractor of the decision made thereon. The Project Inspector shall have power to reject any materials, form of workmanship or method which is not in accordance with the drawing subject to the approval of the Owner's Representative.

6. Labor and Materials

(Supplements A.I.A. General Conditions, Paragraph 4.4)

4.4.3 The Contractor must provide suitable storage facilities at the site for the proper protection and safe storage of his materials. Consult the Architect before storing any materials.

4.4.4 All materials delivered on the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Owner's consent but the Contractor shall remove all surplus materials upon completion.

4.4.5 When any room is used as a shop, storeroom, etc., by the various contractors during the construction of the building, the Contractor making use of these rooms will be held responsible for any repairs, patching, or cleaning arising from such use.

7. Warranty (And Guarantees)

(Supplements A.I.A. General Conditions, Paragraph 4.5)

4.5.2. The Contractor shall guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Substantial Completion.

4.5.3 Defects appearing during the period of guarantee shall be made good by the Contractor at his expense upon demand of the Owner.

4.5.3 In addition to the General Building Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees shall commence at the same time as the General Guarantee.

8. Use of Site  
(Supplements A.I.A. General Conditions, Paragraph 4.13)

4.13.2 Care of Grounds and Structures - The General Contractor shall have charge of the project until completion. He shall furnish protection not only to this project but to any adjacent areas as necessary and will be responsible for making repairs to any such existing work damage through the execution of this project.

4.13.3 Existing building, grounds, roadways, walks and drives are to be kept clean and unobstructed during the progress of the work.

9. Cutting and Patching of Work  
(Supplements A.I.A. General Conditions, Paragraph 4.14)

4.14.1.1 The General Contractor shall be responsible for all cutting and patching in the building. He shall coordinate the work of the various trades involved.

4.14.2.1 All Sub-Contractors must inform the General Contractor of all chases, openings, arches, etc., to be left in the masonry wall and must furnish the Mason Contractor, through the General Contractor, with accurate locations and sizes for all such chases, etc. Any cutting and repairing necessary in the work on account of lack of information given the General Contractor must be paid for by the Sub-Contractor necessitating such work.

4.14.2.2 Where piping is run concealed in walls, each Mechanical and/or Electrical Sub-Contractor shall be responsible for installing his work in place so that Mason Sub-Contractor can wall in as he carries his masonry walls up, otherwise the Mechanical and/or Electrical Sub-Contractor shall be responsible as stated in Paragraph 4.14.2.1 above.

10. Cleaning-Up  
(Supplements A.I.A. General Conditions, Paragraph 4.15)

4.15.1.1 See Project Manual Section 0140.

11. Award of Sub-Contracts for Portions of the Work  
(Supplements A.I.A. General Conditions, Paragraph 5.2)

5.2.1.1 The General Contractor shall award his Sub-Contracts as soon as possible after the signing of his own contract and see that all materials, his own and those of his Sub-Contractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

12. Performance Bond and Labor and Materials Payment Bond  
(Amends A.I.A. General Conditions, Paragraph 7.5)

7.5.1 As called for in "Instructions to Bidders" the Contractor shall furnish Performance and Payment Bonds and shall include the cost thereof in his Base Bid.



13. Delays and Extensions of Time  
(Supplements A.I.A. General Conditions, Paragraph 8.3)

8.3.5 Any extension of time beyond the date fixed for completion or the construction and acceptance of any part of the work called for by the contract, or the occupancy of the building by the Owner, in whole or in part previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the contract for abandonment or delay in the manner provided for, nor relieve the Contractor of full responsibility.

14. Progress Payments  
(Supplements A.I.A. General Conditions, Paragraph 9.5)

9.5.1.1 Use standard A.I.A. Forms, G-702, G-702A, and G-703.

9.5.1.2 Monthly payments on account will be made upon Certificates from the Architect. There will be ten (10%) percent retainage on all Contractor's monthly invoices until fifty (50%) percent of the contract amount has been invoiced. At this time, if in the opinion of the Architect, the Contractor has performed his work satisfactorily, he will make applications for and receive payment of, one-half of the retained percentage. From this point on, five (5%) percent will be retained on monthly invoices until the completion of the project. This retainage will become payable issuance of a Certificate of Substantial Completion by the Planning Department, provided all other requirements of the Contract documents have been met.

9.5.1.3 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and a certificate issued for amount approved by the Owner's Representative. Statement shall be submitted in Quintuplicate to the Office of the Planning Department.

9.5.1.4 Statements must indicate clearly the proportion of completion of work for each Contract and Sub-Contract. Statements shall, when so requested by the Architect, be accompanied by bills from all Contractors, Sub-Contractors, material men, etc., for the month previous showing that the amounts of labor and material incorporated in the building and that the amount of material delivered to the site were furnished for this particular contract. Bills shall be returned when payments are made.

15. Substantial Completion  
(Supplements A.I.A. General Conditions, Paragraph 9.8)

9.8.1.1 When the building or a portion thereof has been made suitable for occupancy, but still requires small items of miscellaneous work, the Architect may determine when the project has been substantially completed.



16. Final Completion & Final Payment  
(Supplements A)

9.9.6.1 Final payment, including the five (5%) percent retainage shall be made within thirty (30) days after the work is fully completed and the Contract fully performed and provided that the Contractor has submitted evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid and has furnished the Owner an acceptable RELEASE OF LIENS AND AFFIDAVIT as called for.

9.9.6.2. The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

9.9.6.3 If, after the work has been substantially completed, full completion thereof, is materially delayed through no fault of the Contractor, and the Architect, and without terminating the contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

17. Protection of Persons and Property  
(Supplements A.I.A. General Conditions, New Paragraph 10.2.8)

"10.2.8 - Hazardous equipment - particularly that which produces flames or sparks - require extra precautions. The Contractor's superintendent or his designate (see 10.2.6) shall carefully examine the area where this equipment is to be used - prior to its use - to insure compliance with subparagraph 10.2.2. The Contractor's superintendent shall notify the Owner in writing of each intended hazardous equipment use. Forms for this notification shall be provided by the Owner. The completed "Notice of Intended Hazardous Equipment use" form shall be delivered to the Owner's full time Project Representative or to the Division Security office at least two (2) hours prior to each such activity. Compliance with this subparagraph shall in no way relieve the Contractor from his full responsibilities under the Contract Document."

18. Insurance (Amends and Additions to A.I.A. General Conditions, Article 11, Insurance)

A. Add the following to 11.1.2:

1. Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included in Article 11.1.1 include coverage - (a) for injury to or destruction of any property or structure due to excavation, moving, shoring, underpinning, razing or demolition work and (b) for injury to or destruction of any property arising out of blasting or explosion; and evidence of these coverages shall be filed with and Accepted by the Owner.
2. The Contractor shall, in addition to Bodily Injury Liability and Property Damage Liability Insurance, include coverage for Completed Operations Liability Insurance protection for a period of time not less than the statutory period for which he can be held responsible for such acts; and evidence of these coverages shall be filed with and accepted by the Owner.

3. The amounts of the insurance shall not be less than the following:

Contractor's Liability Insurance (including Contractual Liability, (See paragraph 4.18 of General Conditions for Indemnification requirements, XC & U - explosion, excavation and underground damage, and completed Operations.)

Bodily Injury           \$250,000.00 for injuries including accidental death to any one person and subject to the same limit for each person; \$500,000.00 for any one accident.

Property Damage       \$1,000,000.00 for one accident.

Contractor's Protective Liability Insurance

Bodily Injury           \$250,000.00 for injuries, including accidental death of any one person and subject to the same limit for each person; \$500,000.00 for any one accident.

Property Damage       \$1,000,000.00 for one accident.

Automobile Liability Insurance

Bodily Injury           \$250,000.00 for injuries including accidental death to any one person and subject to the same limit for each person; \$500,000.00 for any one accident.

Property Damage       \$1,000,000.00 per accident.

- B. Amend paragraph 11.1.4 as follows:

- (1) Correct first sentence to read:

" . . . . . shall be filled in Triplicate with the Owner . . . . . "

- C. Add the following to 11.1.4.1:

- "1. The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Sub-Contractor to commence work under his subcontract until all similar insurance required of the Sub-Contractors has been obtained and approved. Acceptance of the Owner shall not relieve or decrease the liability of the Contractor hereunder.

D. Delete paragraph 11.3.1 and substitute the following:

"11.3.1. The Owner shall acquire, maintain, and pay for, property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against ALL RISK COVERAGE of Physical Loss or damage subject to normal exclusions. In no event, shall the policy or the Owner be responsible for the first \$1,000.00 of any insured loss."

"11.3.1.1 The Contractor, Subcontractor and Sub-subcontractors, at their option and expense, may insure themselves on their field offices, storage sheds, other temporary structures, tools and equipment in, or upon the project site for their own protection."

E. Add the following paragraph:

"11.5 The Contractor shall carry all insurance required by law such as unemployment insurances, etc."

19. Changes in the Work

(Supplements A.I.A. General Conditions, Article 12)

A. Add to Subparagraph 12.1.1. as follows: "The Owner's Representative will issue Change Orders on AIA Form G701."

B. Add to Subparatrph 12.1.3: "In Clauses 12.1.3.1 and 12.1.3.3 above, the allowances for overhead and profit included in the total cost to the Owner, shall be based upon the following schedule: For the Contractor, for any work performed by his own forces, 10% for overhead on the net cost of the work plus 5% for profit. For each Subcontractor involved for work performed by his own forces, 10% for overhead on the net cost of the work plus 5% for the amount due the Subcontractor. For the Contractor, for work performed by his Subcontractor, 5% to the amount due the Subcontractor. Cost shall be limited to the following: Cost of materials, including applicable tax and cost of delivery; cost of labor, including Social Security, Old Age and Unemployment Insurance (Labor Cost may include a pro rata share of foreman's time only in case of extension of Contract Time is granted on account of the change); Workmen's Compensation Insurance: Rental value of power tools and equipment.

Overhead shall include the following: Superintendents, wages of time-keepers, watchmen and clerks, small tools, incidentals, general office expense, and all other expenses not included in "Cost". If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials and equipment.

Revise Subparagraph 12.1.4 as follows:

Insert the following at the beginning: "if one of the methods referred to in clauses 1. and 2. of Subparagraph 12.1.3 above are agreed upon to determine the cost or credit to the Owner to accomplish a Change in the Work the Architect will so indicate in a Proposal Request Form issued on A.I.A. Document G709."

In the second sentence change the words "... a reasonable allowance for overhead and profit", to read "... and allowance for overhead and profit in accordance with the Schedule set forth above in Subparagraph 12.1.3."

C. Add to subparagraph 12.1.6: "Before they are disturbed, the Contractor shall promptly report such conditions to the Architect."

D. Add the following Subparagraph to Paragraph 12.1, Change Orders:

- "12.1.8 When requested by the Architect in the form of "Request for Proposal for Change Order" the Contractor shall submit a "Proposal for Change Order" providing the Architect with a breakdown of quantities, amounts, and prices of labor and materials involved in the Change for both the Contractor and his subcontractors sufficient to provide an accurate check on the value of the change. The actual execution of the work described in the Architect's "Request for Proposal for Change Order", if accepted, will be ordered by a Change Order based on the Contractor's proposal and in accordance with the terms of Subparagraph 12.1.2 above. The Contractor shall not proceed with the work until he has received the Change Order, except at his own risk".

20. Correction of Work

(Supplements A.I.A. General Conditions, Paragraph 13.2)

13.2.7 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at this option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as he considers justified to adjust the difference in value between the defective work and that required under the contract including any damage to the structure.

21. Measurements

A. All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner's Representative for adjustment before any work affected thereby has been performed.

22. Laboratory Tests

A. Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner's Representative and reports of such tests shall be submitted to the Owner's Representative. The cost of the testing shall be paid by the Contractor.

B. The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner's Representative.

23. Laws, Rules and Regulations

A. The Contractor shall comply with all laws, rules and regulations of the State of Delaware, the County of New Castle and/or Local Authorities, having jurisdiction as may be applicable, affecting the work under this Contract.

24. Progress Meetings

A. The Contractor shall hold progress meetings at a time and place suitable to the Owner. The purpose of these meetings is to report in detail the progress of the work and compare the progress to date with the schedule. Meetings shall be held every two weeks unless otherwise designated by the Owner.



B. The following persons or their authorized representatives shall attend progress meetings: Owner, Engineers, Contractor, Subcontractors who are in need of or who have pertinent information.

C. The Contractor's job superintendent for this project and the job foreman for each and every subcontractor must be present at the initial meeting for a general review of the drawings and specifications and to be advise as to what will and what will not be expected of them while conducting their part of the work.

D. The Contractor shall prepare and distribute copies of minutes of meeting to all interested parties within three days after a meeting. At least one bound volume of all minutes shall be maintained by the Contractor in the job office until project completion. Items of the minutes will be numbered consecutively until resolved for each major division of the work.

++ END OF SECTION C2 ++



SECTION 01150

CHANGES AND EXTRA WORK

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

1. GENERAL

1.01 STANDARD OF DESIGN AND WORKMANSHIP

- A. The finished work shall be complete in all respects and shall fully conform to the description thereof set forth in the drawings, specifications, and the Contract.
- B. The intent of the specifications is to obtain for the Owner work of first class workmanship in all respects.

2. PRODUCTS (NOT APPLICABLE)

3. EXECUTION

3.01 CHANGES

"Change" as used herein means a substitution or omission of any work within the scope of the Contract Documents.

3.02 EXTRA WORK. "Extra work" as used herein means:

- A. Any work requested by the Owner to be included in the project but not included in the present scope of the Contract.
- B. Contractor shall not undertake or make any changes or do any extra work under this Contract unless he has received written instruction from the Architect and he shall comply with such written instruction.

+ + END OF SECTION 01150 + +

## SECTION 01710

PROJECT CLEAN-UP

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein

1. GENERAL

## 1.01 SCOPE

A. Work includes but is not limited to the following items:

1. Daily sweeping, brushing, and dust control.
2. Daily debris removal.
3. Daily removal of excess material, tools, equipment and scaffolding.
4. Cleaning all installed work. Refer to sections of specifications where specific additional requirements may be stated.

## 1.02 REQUIREMENTS OF REGULATORY AGENCIES

All work performed shall comply with health, safety, and fire protection codes and/or applicable regulations established by the agencies having jurisdiction.

## 1.03 CLEAN-UP DURING CONSTRUCTION

- A. Purpose: Clean-up shall be performed daily as required to prevent accidents to personnel, protect all work in place and to effect completion of the project in an orderly manner.
- B. Extent of Clean-up: Construction clean-up shall consist of the removal of all mud, oil, grease, sand, gravel, dirt, trash, scrap, debris, and excess materials, from any floor space or walking surface, that may cause the tripping or sliding of workmen, ladders, or equipment. Particular attention shall be given to the removal of water from floor areas where electrical power tools are to be used and to the prevention of stains in the finish work.

2. PRODUCTS

All cleaning materials and equipment used shall be selected and employed with care to avoid scratching, marring, defacing, staining, or discoloring the surfaces cleaned.

3. EXECUTION

3.01 FINAL CLEAN-UP TIME

Immediately prior to the Contractor's request for final inspection of the project or any portion thereof, final clean-up shall be performed.

3.02 QUALITY OF CLEAN-UP

In addition to the normal "broom clean" requirements, the exposed surfaces of the following areas shall be cleaned as listed herein:

Premises and Site: Remove all trash, debris, and surplus dirt. No items shall be left or discarded elsewhere on the sites. Items that will be discarded shall be removed to authorized public dumps. Leave premises "broom clean", and free from all construction dust, dirt and grime. If requested, replaced carpet may be required to be "machine" cleaned.

Paving: Remove mud, dirt, and trash and hose down as required.

+ + END OF SECTION 01710 + +

## SECTION 02070

DEMOLITION AND SALVAGE

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

1. GENERAL

## 1.01 SCOPE

A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the removal, salvage and/or discarding of the following:

## 1. At new overlay walls:

- a) remove vinyl base
- b) lift back carpet
- c) remove acoustical ceiling tile and supports as required
- d) have Electrical Subcontractor relocate all electrical apparatus as indicated by drawings
- e) removal of wall covering is optional

## 2. At new walls:

- a) remove vinyl base
- b) lift back carpet and/or remove, and/or salvage same (in room where lead under-flooring is to be applied. Return to Owner.)
- c) remove acoustical ceiling tile and supports as required
- d) have Electrical Subcontractor relocate all electrical apparatus as indicated by drawings
- e) have Mechanical Subcontractor available to attend to appurtenances thru the wall
- f) remove existing wall from concrete column to no closer than 6" to existing door frame, (from floor to underside of structural slab)

## 3. At entry to Patient Bathrooms &amp; Double Bedroom:

- a) remove existing saddle or threshold
- b) under cut doors as required

B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:



1. Mechanical/Electrical

2. General Conditions

1.02 REGULATIONS

- A. All work shall comply with the rules and regulations of the Division of Industrial Safety and all other local and State Agencies and authorities having jurisdiction.
- B. Obtain and pay for all permits required to perform the demolition work as required by all agencies and authorities having jurisdiction.

1.03 MAINTENANCE OF TRAFFIC AND ACCESS

- A. Throughout progress of work, do not interfere with use of or access to adjacent corridors, rooms, buildings or property.
- B. Do not close or otherwise obstruct ramps, streets or corridors without obtaining and/or paying for permits to do so.
- C. Maintain accessibility from street at all times to any fire hydrants within construction area.

1.04 HANDLING OF MATERIALS

- A. When the nature of demolition work requires their use, erect and maintain dust chutes for the disposal of materials, rubbish and debris.

1.05 A. Erect and maintain temporary bracing, shoring, lights, barricades, warning signs and guards necessary to protect patients, employees, visitors and workmen in the immediate area and on streets, sidewalks and adjoining property from damage, all in accordance with applicable rules and regulations.

- B. Wet mist down the site and areas being demolished as required to prevent dust and dirt from rising.

2. PRODUCTS Not Applicable

3. EXECUTION

3.01 CONDITION OF ADJACENT IMPROVEMENTS

Prior to starting demolition work, make inspection with Architect to determine physical condition of adjacent improvements to remain.

3.02 Ensure that all utilities serving adjacent rooms and/or departments and building shall remain in service.

3.03 TRANSFER OF RESPONSIBILITY AND DISPOSITION OF MATERIALS

- A. Upon receipt of notice to proceed with the work, the title to all debris shall be vested in the Contractor whereupon the Owner will not be responsible for the condition, loss or damage to said property. All such items shall be removed from the Owner's property.

3.04 WORKMANSHIP

- A. Execute demolition work to ensure safety of persons and adjacent property against damage by settlement, falling debris or other causes in connection with this work.
- B. Demolish concrete and masonry in small sections. Lower heavy framing members carefully.
- C. Utilize bracing and shoring where necessary to prevent collapse of structure or parts thereof.

3.05 DEMOLITION

- A. An area shall be designated at the Handicapped Parking Area by the Medical Center of Delaware for the General Contractor to store a trash receptor for the removal of debris.
  - 1. It must be understood that the General Contractor, during the course of demolition, shall not interrupt the normal or daily function of the hospital routine.
  - 1. The General Contractor must be aware that adjoining areas or departments will be affected and must be approached with caution at all times.

+ + END OF SECTION + +

## SECTION 03320

## LIGHTWEIGHT CONCRETE TOP

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Cast-in-place Light-weight conc.topping as shown on drawings.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Lead Radiation Shielding
2. Marble Thresholds

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Lightweight concrete per ASTM C-330  
with aggregate size: 3/8" max.

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

#### 1. Construction Industry Practice

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 03320 + + +



## SECTION 05100

## STRUCTURAL METAL FRAMING

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

Structural metal framing  
as shown, incldy. plates,  
tees, angles, girts, fasnrs

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Lead Radiation Shielding
2. Gypsum Wallboard System
3. Ornamental Sheet Metal

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Structural members as per ASTM A-36.
2. Welding electrodes as per ASTM E-60.

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

- 1. Equal to standard shapes  
manufactured for and distributed to the construction industry.

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 05100 + + +

## MILLWORK &amp; CARPENTRY

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Install swinging panels
2. Fixed shielded divider
3. Replace Bed bumper

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Lead Radiation Shielding
2. Gypsum Wallboard System
3. TV and Bracket (NIC)

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

- 1. Millwork, plywood, fasteners  
as required to complete the  
units as shown on the dwgs.
- 2. Builders Hardware and special  
hinges as shown.
- 3. Behind-The-Wall TV Bracket  
support installed by Dry Wall  
Studder.

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 06220 + + +



## SECTION 09250

## GYPSYM WALLBOARD SYSTEM

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Gypsum wallboard, metal

studs, fasteners, etc.

2. Rehang TV back-bracket

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Structural Metal Framing

2. Lead Radiation Shielding

3. Vinyl-coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

A. References and Standards.

1. Application and Finishing of Gypsum

as per the Gypsum Association, GA-216

2. Zinc coated steel studs per ASTM C-645

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

by: U.S. Gypsum Company, or  
Georgia-Pacific Corp., or  
Gold Bond Bldg. Products Div  
16 Gage screw-type "Cee" shaped  
zinc coated studs - other items  
per manufacturer's recommended  
standards. Follow Architect's  
wall sections for fire-ratings.

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09250 + + +

## MARBLE THRESHOLDS

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Marble Thresholds at  
doorways as shown on  
the drawings.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Cast-in-place Topping
2. Carpeting and Vinyl Base
3. Painting

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Portland Cement per ASTM C-150, Type I
2. Hydrated lime as per ASTM C-207, Type S
3. Sand per ASTM C-144, passing #20 sieve.

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

2. PRODUCTS

Equal to Class "A" first  
quality Mezzotint marble by  
Georgia Marble, or Vermarco  
Florence by Vermont Marble.  
Thresholds as detailed.

3. EXECUTION

3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09340 + + +



## SECTION 09510

## ACOUSTICAL CEILING SYSTEM

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Re-install Acoustical  
ceiling system to match  
as built.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System
2. Vinyl-coated Fabric Wallcovering
3. Painting

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

## A. References and Standards.

1. Tile shall be UL tested, listed and  
labeled as "Class 0-25".

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

#### A. Acoustical Tile

By: Armstrong Corp.

Minatone, Cortega Design

Color : White

#### B. Ceiling suspension Materials

By: National Rolling Mills

Type: ML 6000 and CML 6000

Color: White

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09510 + + +

## SECTION 09680

## CARPET, TILE &amp; VINYL BASE

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Re-install Carpeting,  
new Vinyl Base, & new  
CarpetTile as required

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Cast-in-place Ltwt. Concrete Tpg
2. Vinyl-coated Fabric Wallcovering
3. Painting

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

## A. References and Standards.

1. Fed Flame Standard DOC-FF-1-70, with  
rating <75% as per ASTM E-84.
2. Static Protection per AATCC-134-75 >3kv

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

#### A. Carpeting and Carpet Tile:

LEE's Carpet: Type Faculty II

Carpet Tile: Faculty II (t)

L8267, Color: to be selected

#### B. Vinyl Base: Johnson Rubber Co

Middlefeild, Ohio

Type: Johnsonite - CB 49

Color: Beige

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09680 + + +



## SECTION 09920

## PAINTING

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. "Touch-up" to restore  
to finish on existing  
metal door frames.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Vinyl-coated Fabric Wallcovering
2. Acoustical Tile System
3. Carpeting and Vinyl Base

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Manufacturer's standards and  
recommended application methodology

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

Benj Moore's Paints "A3. Alkyd/  
Enamel System".

1st Coat - Moore's Retardo.

2nd Coat - Moorecraft A/E Under  
Body.

3rd Coat - Moorecraft Satin  
Enamel.

(Tower A = P2+ET+57)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09920 + + +

## SECTION 09950

## VINYL WALL COVERING

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

## 1. Vinyl-coated Fabric

Wall Covering to match

as built, where shown.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

## 1. Gypsum Wallboard System

## 2. Acoustical Tile System

## 3. Painting

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

## A. References and Standards.

Comply with FS OCC-W-408A, Type II and

as per ASTM E-84 with flame & smoke <25%.

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

GTR Wall Covering Co's "Genon"

w/Tedlar - facing, in custom

colors: W1- White Rice(62-04-C1)

and W2- Salmon (2-01-F5).

Applied with Mfgr's strippable-type adhesive.

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 09950 + + +



## SECTION 10260

## CORNER GUARDS

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Corner Guards as shown

on the drawings.

Seven required.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Vinyl-coated Fabric Wallcovering

2. Gypsum Wallboard System

3. Painting

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Self-Extinguishing as per ASTM D-635.

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

#### 2. PRODUCTS

BALCO Inc. 2626 S. Sheridan Ave.

Wichita, Kansas 67217

phone: (316) 945-9328

SPEC Type: CGS-3 and/or GGS-2 EW

Color: Off white

#### 3. EXECUTION

##### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

##### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 10260 + + +

## SECTION 13090

## LEAD RADIATION SHIELDING

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Lead shielding per dwg
2. Plywood-backed sheets,  
plates, battens et al.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Structural Metal Framing
2. Gypsum Wallboard system

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Chemical-grade lead as per ASTM B-29

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

#### 1. As manufactured by:

John F. Abernethy & Co., Inc.

Lead Burning Contractors

710 Myrtle Ave., Brooklyn,

New York, 11205

Phone (212) 855-1964

Frank Kiernan, Jr. President

#### 2. SEE ADDITIONAL NAMES NEXT PAGE

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 13090 + + +



SECTION 13090  
LEAD RADIATION SHIELDING

3. Additional Manufactures and/or Fabricators:

Baltimore Leadburning Corporation (301) 327-4168  
S. Caroline & Aliceanne Sts., Baltimore, MD 21231

Belmont Metals, Inc. (212) 342-4900  
320 Belmont Avenue, Brooklyn, NY 11207

National Leadburning Co., Inc. (215) 425-0277  
2319 Gaul St., Philadelphia, PA 19125

Ray Proof Div. of Keene Corp. (203) 838-4555  
50 T Keeler Avenue, Norwalk, CT 06856

Talco Metal Products, Dept. C. (215) 333-6800  
5201 Unruh St., Philadelphia, PA 19135

+ + + See Page 13090-2 + + +

## SECTION 15250

## DUCT INSULATION

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Patch existing ventilation duct insulation in kind where disturbed

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Structural Metal Framing
2. Gypsum Wallboard System

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

## A. References and Standards.

1. Trade Practice and Codes

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

- 1. Equal to existing materials.

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 15250 + + +

## SECTION 16130

## OUTLETS &amp; LIGHT FIXTURES

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Relocate and lower out

lets & night lights

2. Replace overbed light

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System

2. Lead Radiation Shielding

3. Vinyl-Coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice and NEC

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.



- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

(Reuse existing)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 16130 + + +

## SECTION 16730

## ELECTRIC CLOCK SYSTEM

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Relocate clocks onto  
new walls as shown on  
drawings.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System
2. Lead Radiation Shielding
3. Vinyl-coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice and NEC

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

(Reuse existing)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 16730 + + +

## SECTION 16740

## WALL-MOUNTED TELEPHONE

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Relocate wall-mounted  
telephone to adjacent  
non-lead shielded wall

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System
2. Lead Radiation Shielding
3. Vinyl-coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice and NEC

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASIM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

(Reuse existing)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 16740 + + +



## SECTION 16760

## NURSE CALL INTERCOM UNIT

The General Conditions, any Supplementary General Conditions and Division 1, General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Relocate Nurse call  
unit to adjacent non-  
lead shielded walls.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System
2. Lead Radiation Shielding
3. Vinyl-coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice and NEC

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

(Reuse existing)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 16760 + + +

## SECTION 16900

## CONTROLS AND INSTRUMENTS

The General Conditions, any Supplementary General Conditions and Division 1 General Requirements, are hereby made a part of this section as fully as if repeated herein.

## 1. GENERAL

## 1.01 Scope

- A. Work Included: Perform all work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

1. Relocate page control  
and thermostat onto  
adjacent nonlead wall.

- B. Related Work in Other Sections: The following items of associated work are included in other sections of these specifications:

1. Gypsum Wallboard System
2. Lead Radiation Shielding
3. Vinyl-coated Fabric Wallcovering

## 1.02 References and Standards

The following references and standards are hereby made a part of this Section and Material and workmanship shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations or accepted institutional (hospital) quality construction.

- A. References and Standards.

1. Trade Practice and NEC

## 1.03 Submittals

- A. General: Submit to Architect's office and obtain Architect's approvals of appropriate shop drawings, schedules, manufacturer's printed technical specifications, catalog data, details of assembly, installations and fastening, including color and texture samples. Include ASTM or other required or approved reference agency designations for standards and tests.

- B. Where designated propriety materials are specified, furnish samples of specified materials for confirmation of colors and/or textures.

#### 1.04 Product Handling

- A. Deliver materials and products in original packages, containers, or vapor sealed crates. Properly protect during delivery to the site. Manufacturer's labels shall be clearly visible. Provide blocking to support and retain original shapes during storage. Do not overload the building. Protect the work from damage during installation and until acceptance.

### 2. PRODUCTS

(Reuse existing)

### 3. EXECUTION

#### 3.01 Condition of Surfaces

- A. All surfaces shall be in condition ready for application of materials. Surfaces shall be dry, clean and free from all foreign matter.
- B. Starting of application of this material signifies acceptance of existing conditions and sub-strata.

#### 3.02 Installation

- A. Conform with manufacturer's printed specifications and/or accepted trade practice.
- B. Cleaning and Protection: Clean all adjacent surfaces. Protect all installed work from damage until acceptance of the project. Repair damaged work to meet approval of the Architect, or replace same in kind accordingly at no additional cost to the Owner.

+ + + End 16900 + + +

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