

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01011 - SPECIAL CONDITIONS

1.0 GENERAL CONDITIONS

1.01 GENERAL

The Specifications and Special Conditions shall have precedence over the General Conditions where and to the extent that any conflict may occur.

1.02 SCOPE OF WORK

The work includes the furnishing of all supervision, labor, materials, equipment, transportation, verification of existing conditions, etc., as required and shall be in compliance with these Specifications and accompanying Drawings and shall include all concrete work, walls, doors, ceilings, removals, plumbing, mechanical, electrical and all other construction items necessary to complete the project, as herein specified and/or required to complete the work.

1.03 GENERAL PROVISIONS

Reference to any written permission, throughout this Specification, shall mean from the Architect.

Where industry standards and Specifications are referred to in this Specification, the Specifications and standards shall always be of the latest issue. In cases of conflict between the referenced Specifications or standards, the one having the more stringent requirements shall govern.

The Architect shall be the only authority that may make changes or alterations to the Contract Drawings or Specifications.

There shall be no burning of trash or other open fires on the site. All trash, debris, etc., shall be removed from the building site.

Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name or catalog number shall be interpreted as establishing a standard of quality only and shall not be construed as limiting competition and the Contractor in such cases, may at his option, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Architect is equal to that specified. The Base Bid Proposal must be compiled from costs using all standards herein specified.

Each Contractor shall be responsible for all permits, fees, regulations and taxes as required and shall include the costs of same as part of the Base Bid (see DIVISION 01 - GENERAL REQUIREMENTS, SECTION 01012 - INSTRUCTIONS TO BIDDERS).

Each Contractor shall comply with all local and state codes and regulations, and all federal regulations, particularly Occupational Safety and Health Standards and National Consensus Standards. All Contractors and all construction must conform to the above mentioned regulations as they apply to this project.

1.0 GENERAL CONDITIONS (continued)

1.04 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

Each Contractor shall obtain and file with the Architect, the certificates of all insurance required by the General Conditions of the Contract in the following amounts.

The Contractors shall not commence work under this Contract until each has obtained all the insurance required hereunder and such insurance has been approved by the Architect, nor shall the Contractors allow any Subcontractor to commence work on his Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Architect shall not relieve or decrease the liability of the Contractors hereunder.

a. Compensation and Employer's Liability Insurance

Each Contractor shall take out and maintain during the life of this Contract, the Statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractors shall require the Subcontractors similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work, in the amount of not less than One Hundred Thousand Dollars (\$100,000.00).

b. Bodily Injury and Property Damage Liability Insurance

Each Contractor shall take out and maintain during the life of this Contract, such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any Subcontractor performing work covered by this Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

1. Bodily Injury Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident.
2. Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of each accident.
3. The Owner shall carry the Builders' Risk Insurance for Fire with extended coverage, except that the Contractor shall provide for insurance for full coverage for all theft on this project.
4. All insurance policies shall be amended to name the Owner and Architect as additional insured parties thereunder as their interests may appear and as they may act in their capacities as such.

1.0 GENERAL CONDITIONS (continued)

1.05 TEMPORARY FIELD OFFICE

Each Subcontractor shall provide and maintain such trailers on the project site as required for his own use. Locations of the shed and trailers shall be as directed by the Architect or the Owner's representative.

2.0 JOB REQUIREMENTS

2.01 BUILDING SECURITY

The Contractor shall maintain fences and gates, if so required, so as to provide complete sealing off of all access to the construction area at the termination of work each day.

2.02 TEMPORARY SCAFFOLDS, STAGING AND SAFETY DEVICES

Provide, erect, maintain and remove as required, all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, fencing, stairs, etc., as required by local and state codes, or laws for the protection of workmen and the public.

The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the project, in particular the requirements of the Occupational Safety and Health Act.

2.03 PROPERTY AND MATERIALS PROTECTION

It is required that the property and all materials be protected during the construction period. It shall be the responsibility of the Contractor to provide security measures as required to protect the property from all damage and losses up until the time the project is accepted by the Owner.

2.04 TEMPORARY WATER DURING CONSTRUCTION

The Contractor for Plumbing and Piping shall make the necessary arrangements with the Water Department to provide all water required during the entire construction period from existing sources.

2.05 TEMPORARY TOILET FACILITIES

The Owner has given permission to access the porta toilets, for the use of all *workmen of all Contractors*, close to the site. Keep toilets clean and comply with all local and state health requirements and sanitary requirements.

2.06 TEMPORARY ELECTRICITY DURING CONSTRUCTION

The Electrical Contractor shall be responsible for making arrangements with the local power company to provide temporary power for use of all Contractors during construction.

Each Contractor shall provide extensions as required for his own purposes and at his own expense. All temporary installations must be installed in accordance with all controlling codes and shall be removed, at the conclusion of the work, by the Contractor installing same.

2.0 JOB REQUIREMENTS (continued)

2.06 TEMPORARY ELECTRICITY DURING CONSTRUCTION (continued)

The Contractor shall pay for all electricity.

Whenever electric light for illumination purposes is found necessary in the progress of the work, each Contractor shall provide such lights as may be required to properly execute the work. This temporary lighting shall be so constructed and arranged as not to interfere with the progress of other trades throughout the building. This system of temporary lighting shall be erected and maintained strictly in accordance with the controlling codes. Each Contractor shall allow ample opportunity for other Contractors to make such extensions as may be required for the proper illumination of their work.

Each Contractor shall furnish all bulbs required to carry on his work under this Contract.

2.07 COLD WEATHER PROTECTION AND TEMPORARY HEAT

Each Contractor shall provide, at his own expense, until the building is enclosed, all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold.

The methods of heating and the type of fuel and equipment used shall be subject to approval by the Architect.

The Mechanical Contractor shall provide general space heating for the building proper, after the building has been enclosed.

2.08 LIFTING DEVICES AND HOISTING FACILITIES

Each Contractor shall provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with proper guys, bracing and other safety devices as required by local or state codes.

Remove towers and hoisting equipment when they are no longer needed, or as directed by the Architect.

All work shall be executed by craftsmen of the particular trade and shall be performed in a first class workmanlike manner.

Use of any existing or new elevators for construction purposes will not be permitted, unless authorized by the Owner, in writing.

2.09 OWNER-CONTRACTOR RELATIONSHIP

The following definitions shall exist throughout the length of this work:

- a. Where the term "Owner" is used in reference to the legal Owner of the proposed building project, it shall mean the City of Rossford.

2.0 JOB REQUIREMENTS (continued)

2.09 OWNER-CONTRACTOR RELATIONSHIP (continued)

- b. The project title shall be known as:

EFIS REPAIRS
ROSSFORD RECREATION CENTER
ROSSFORD, OHIO
- c. The location of the project is at

400 DIXIE HWY.
ROSSFORD OHIO
- d. Where the term "Architect" is used, it shall mean the firm of Rossi Associates, LLC, Architects, 1821 Spencer Street, Toledo, Ohio 43609.
- e. Where the term "The Contractor" is used, it shall mean a person, firm or corporation holding a direct Contract with the Owner for the work.
- f. "The Work", as used herein, shall mean work to be performed, including work normally done, at the location of the building.
- g. "The Drawings", as used herein, shall mean the Architectural, Mechanical, Plumbing and Electrical Drawings on which the work is shown.
- h. "The Specifications" shall mean the Contract Documents and detailed description of the work.

2.10 TEMPORARY FIRE PROTECTION

During construction, the Contractor shall provide two and one-half gallon hand anti-freeze fire extinguishers, as required throughout the construction area.

2.11 SERVICE REQUIRED

The Contractor will definitely be required to furnish services as follows:

- a. To have at all times a competent superintendent to coordinate all trades etc., for the convenience of all Contractors.
- b. Safe, approved temporary stairs, ladders, ramps, etc., will be maintained for workmen during construction for ingress and egress to the building site. *Coordination and cooperation shall be maintained by the Contractor between all Contractors.*

2.0 JOB REQUIREMENTS (continued)

2.12 MAINTENANCE OF JOB SITE

Each Contractor, under the direction of the Contractor, shall be responsible for removal of rubbish, debris and trash from the building which results from his work. All rubbish, debris and trash shall be deposited in containers located on the site; said containers shall be furnished by the Contractor, unless otherwise hereinafter specified.

2.13 ROAD LOAD LIMIT

It is the responsibility of the Contractors to obtain and observe all load limits on all roads and highways while engaged in the construction of this project.

2.14 SITE DRAINAGE

It shall be the responsibility of the Contractor to instruct the Excavating Contractor to control the surface drainage at all areas so as to not allow water to spill onto adjacent properties in areas or in amounts other than that which is occasioned by the present natural drainage.

2.15 SIGNED CONTRACT DOCUMENTS

Immediately upon signing the Contract for the construction of the project, each Contractor is required to sign and file with the Contractor, a complete set of Drawings and Specifications, listed by numbers and dates, as evidence of his understanding of the work required. Documents shall include all modifications made before the signing of the Contract.

2.16 CONTRACTORS' RESPONSIBILITIES

Each Contractor shall be responsible for:

- a. The proper laying out of his own work and for any damage which may accrue to the work of any other branch by reason of his inaccuracy.
- b. The safety and good condition of all work and materials embraced in or affected by his Contract, until the completion of his Contract as an entirety.
- c. The accuracy of any layout work which may be done by the Architect shall be verified by the Contractor. In no case shall the Architect assume responsibility as to the accuracy of all work laid out. The Contractors shall be furnished reference lines and an adjacent bench mark, which shall be the responsibility of the Contractor.
- d. All additional lines, measurements and elevations which may be necessary to the proper construction of the work shall be the responsibility of each Contractor.
- e. Each Contractor shall protect his work from damage at all times in a proper manner, or as the Contractor may direct. Erect all necessary barriers, furnish and keep lighted the required danger signals at night, employ watchmen as necessary, and take every precaution to prevent injury to persons or property.
- f. Each Contractor shall be responsible for any damage which may accrue to the property of any other Contractor connected with the work, or to adjacent private or public properties, or to any portion of the structure which in any way results from the acts or neglect of his employees.

2.0 JOB REQUIREMENTS (continued)

2.16 CONTRACTORS' RESPONSIBILITIES (continued)

- g. Each Contractor shall afford other Contractors reasonable opportunity for the introduction or storage of their materials, and the execution of their work, and shall properly connect and coordinate his work with theirs.
- h. If any part of a Contractor's work is preceded by the work of any other Contractor, he shall inspect such other work and report to the Contractor any defects which render it unsuitable as related to his work. Failure to make such inspection and report shall constitute his acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work at a later date.
- i. To insure the proper execution of his subsequent work, each Contractor shall measure work already in place and shall at once report to the Contractor any discrepancy between the executed work and the Drawings.
- j. It shall be the responsibility of the Contractor to make provisions for such and/or allow reasonable and sufficient time for such installation as the case may be, before covering or closing in the work.
- k. It shall be the responsibility of each Contractor to protect existing pavements that are not to be removed, from damage of any kind. Where trailers and equipment are parked on existing pavements, wheels and dollies shall be set on plywood pads and blocking large enough to prevent marking or sinking into the pavement. Likewise, material stored on existing pavements shall be placed on blocking and raised adequately so as not to block surface drainage.

2.17 DISCRIMINATION

Contractors shall comply with the state code and agree to the following:

- a. That in the hiring of employees for the performance of work under this Contract or any Subcontract, no Contractor, Subcontractor, or any person acting on his behalf, shall, by reason of race, creed or color, discriminate against any citizen of the state in the employment of labor or worker who is qualified and available to perform the work to which the employment relates.
- b. That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed or color.

2.18 COORDINATION AND COOPERATION OF CONTRACTORS

The EFIS repair, painting, and Carpentry Work will be awarded as part of the Base Bid Costs under one Contract with the Contractor as the coordinator of these Contractors.

The Contractor shall be held responsible for the general supervision and coordination of work.

2.0 JOB REQUIREMENTS (continued)

2.18 COORDINATION AND COOPERATION OF CONTRACTORS (continued)

All Contractors and Subcontractors shall be responsible to cooperate with the Contractor, coordinate and complete their work, so that the entire project will be accomplished according to the progress schedule.

It shall be the duty of each Contractor to notify their Subcontractors when their presence is required on the job, expedite the flow of materials and secure all necessary inspections. Each Contractor shall require that all Subcontractors have a competent supervisor on the site whenever his work is being performed.

Each Contractor shall give reasonable notice to the Contractor when his or the Architect's presence is required for special consultations, examinations or decisions.

It shall be the responsibility of each Contractor to cooperate with the Architect, the Owner and all other Contractors engaged in this project.

The entire work shall be carried forward harmoniously and erected in the proper sequence and without unnecessarily interfering with or delaying the work of any other Contractor. The work of each Contractor shall properly mesh with and conform to the work of the Contractors.

Each Contractor shall consult with the Architect and the other Contractors to advise and assist them in checking and verifying measurements, correcting errors and reconciling Working Drawings and Erection Drawings.

The work of each Contractor shall be erected in its various stages with due respect to the convenience of other Contractors, where work must be erected first or carried forward simultaneously.

Any dispute arising between the Contractors in regard to the sequence in which the various portions of the work are to be erected or the right of the Contractors to the use of the premises and all other questions where the rights of the Contractors appear to conflict shall be referred to the Architect. The decisions shall be accepted by all parties concerned without the right to appeal.

When it becomes necessary at any time during the construction of this building, in order to accelerate the work, each Contractor and Subcontractor, when ordered and directed by the Contractor, shall cease work at any point and transfer his men and equipment to such points and execute such portions of the work as may be required to enable others to properly carry on their work.

No Contractor shall erect any portion of his work where it is necessary that the work of other Contractors shall be erected first or carried forward simultaneously without having first given the Contractor notice, in writing, of his intentions. Should any Contractor, after such notices, fail to have his work in readiness, the Contractor's directions shall be followed.

2.19 MATERIALS

Contractors shall place orders for materials and equipment to be employed in the work as soon as possible after the award of the Contracts.

2.0 JOB REQUIREMENTS (continued)

2.19 MATERIALS (continued)

All Contractors shall keep the Architect informed as to the availability of all specified materials and equipment and of such materials and equipment as may not be obtainable for purposes of the Contract, whether due to conditions of the market or other limiting and governing factors.

Each Contractor shall submit to the Contractor each month, on forms furnished by the Contractor, the "material status" for his portion of the project.

All materials delivered to the job in finished condition, installed in finished condition, or installed and finished before completion of the work, shall be protected from damage until acceptance of the work. All finished materials which are damaged either before or after installation shall be replaced with new and perfect material, without cost to the Owner.

2.20 WORKING HOURS

The normal job working hours shall be those established by local standards and/or as directed by the Contractor.

During established working hours, it shall be the responsibility of all Contractors, and their Subcontractors, to provide all necessary skilled craftsmen as to cause no delays to any phase of construction work.

2.21 COMPLIANCE WITH LAWS

Each Contractor shall ascertain that all completed installations comply with state laws and local ordinances and regulations relating to the performance of the work and the protection of adjacent property. The maintenance of exits and fences are the responsibility of the Contractor.

2.22 OPERATING INSTRUCTIONS

Except as otherwise set forth in the detailed Specifications, each Contractor shall furnish and deliver to the Architect, two complete sets of instructions, technical bulletins, parts list and other printed matter.

All approved material submitted shall include diagrams, Drawings and schedules containing full information required for the proper operation, maintenance, and repair of all items of equipment furnished and installed by the Contractor.

All required operating manuals, parts lists and completion of *all* items on *all* Punch Lists are prerequisite for Final Payment.

2.23 SAFETY REGULATIONS

Contractors shall take all necessary precautions for the safety of employees on the site, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

2.0 JOB REQUIREMENTS (continued)

2.23 SAFETY REGULATIONS (continued)

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal.

Protection shall be afforded to all adjacent buildings, roads, walks, and all other adjacent property. Any portion of building or other property injured during construction operations shall be properly and thoroughly repaired and replaced by the party responsible therefore, without cost to the Owner.

Each Contractor, alone, shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

It is required that each Contractor furnish his employees with proper safety equipment such as hard hats and necessary protective clothing.

No metal ladders are permitted on the premises at any time. All ladders are to be equipped with safety spikes or shoes. All scaffolds are to have safety railings.

All welders must be equipped with approved fire extinguishers. Vaporizing liquid type extinguishers containing carbon tetrachloride are not permitted.

All hoisting equipment must be in good state of repair and operated by an experienced operator. Operator must be licensed as required by law.

Pneumatic impact breakers, spades and similar equipment must be equipped with approved, manufacture-identified, conductive-type air hose.

Cans for storage of flammable liquids, fire extinguishers, fire resistant tarpaulins, etc., must be provided.

All open pits, trenches and other excavations must be guarded.

2.24 FIRE PREVENTION

All flammable liquids must be stored and transported in approved containers. Do not pour flammable solvents, thinners, etc., into drains and sewers. Paint, paint thinners, gasoline, oil, roofing materials or other flammable materials shall be stored 50'-0" outside of all buildings, marked as to contents and properly protected.

2.25 STANDARDS

Reference to recognized Standard Specifications such as Federal, State, Technical Society or Institute, Manufacturers or Trade Organization, shall mean the latest or current edition of such Standard Specifications, including revisions thereof, adopted, published and in effect thirty days prior to the date for receiving Bids, and shall govern the work.

Such Standard Specifications are made a part of these Specifications as referenced and applicable to the work.

2.0 JOB REQUIREMENTS (continued)

2.25 STANDARDS (continued)

Reference to technical society, organization or body is made in the Specifications in accordance with the following abbreviations:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
ADA	The Americans with Disabilities Act
AIA	The American Institute of Architects
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWS	American Welding Society
BIA	Brick Institute of America
BOCA	Building Officials and Code Administrators International
CAGI	Compressed Air and Gas Institute
CMAA	Crane Manufacturer's Association of America
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U. S. Department of Commerce)
DHI	Door and Hardware Institute
DOC	United States Department of Commerce
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration (U. S. Department of Transportation)
FGMA	Flat Glass Marketing Association
FMRC	Factory Mutual Research Corporation
IRI	Industrial Risk Insurers

2.0 JOB REQUIREMENTS (continued)

2.25 STANDARDS (continued)

NAAMM	The National Association of Architectural Metal Manufacturers
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
N.F.P.A.	National Forest Products Association
NWMA	National Wood Manufacturers Association
OBC	Ohio Building Code
OSHA	Occupational Safety Health Administration (U. S. Department of Labor)
SBCCI	Standard Building Code
SPIB	Southern Pine Inspection Bureau (Grading Rules)
TIMA	Thermal Insulation Manufacturers Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association (Grading Rules)

2.26 DEFINITIONS

a. Indicated

The term "indicated" is a cross-reference to details, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation of location is intended except as specifically noted.

b. Directed, Requested, Etc.

Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by the Architect", "requested by the Architect", etc. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

2.0 JOB REQUIREMENTS (continued)

2.26 DEFINITIONS (continued)

c. Approve

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to limitations of the Architect's responsibilities and duties as specified in the General Conditions. In no case will "approval" by the Architect be interpreted as a release of the Contractor from responsibilities to fulfill requirements of the Contract Documents.

d. Project Site

The space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of land upon which the project is to be built.

e. Furnish

Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

f. Install

The term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

g. Provide

The term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

h. Installer

The entity (person or firm) engaged by the Contractor or his Subcontractor or Sub-Subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such installers be expert in their particular field.

2.27 ENFORCEMENT OF REGULATIONS

It is the responsibility of the Contractor to monitor the enforcement of all local, state and federal regulations, including OSHA. Each Contractor is responsible for the enforcement, etc. Each Contractor must provide proper safety precautions, atmospheres, working conditions, etc., in accordance with all controlling regulations, for all workmen and required inspections by all personnel employed by the Owner, the Architect and inspectors of controlling agencies.

2.0 JOB REQUIREMENTS (continued)

2.28 GUARANTEES AND MANUFACTURER'S WARRANTIES

Guarantee provisions of this Specification do not modify, extend or shorten the guarantee provisions outlined in the Contract between the Contractor and the Owner. All guarantee periods shall start at occupancy or substantial completion. Subcontractors shall note work completed earlier will in effect have longer guarantee periods. It is understood that some manufactured products have more limited guarantees. Work under these Specifications shall carry the longest and least restricted manufacturer's guarantees or warranties available from the accepted manufacturer.

Written guarantees shall be delivered by the Contractor to the Architect on or before completion of the work and prior to final payment. Guarantees shall clearly identify the work guaranteed and shall state the work and all of its components will remain, if normally used and maintained by the Owner as recommended by the Contractor, Subcontractor or manufacturer, in normal operating condition and be free of any defects in material and/or workmanship for a period of at least one year, or longer if so specified, from the date of substantial completion of the total project or occupancy whichever comes first. If an element is defective at substantial completion or occupancy as evidenced by the Punch List, the warranty of that element shall be extended so that the guarantee period will start on final acceptance of that element.

In the event of failure of any guaranteed work, the Owner will give the Contractor timely notice and the Contractor shall promptly affect the necessary repairs, adjustment or replacements as applicable. Should any adjoining work be damaged by the failure or during repair or replacement of faulty work, the Contractor shall cause it to be restored without cost to the Owner.

2.29 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Specification Sections being general may contain items not required on this project or some inconsistencies in its various sections. However, in general, the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all labor and materials, equipment, transportation and services necessary for the proper execution and completion of the work.

The Drawings shall take precedence over the Contract Specifications. However, if the Drawings and Specifications are at variance with each other, the Contractor shall promptly notify the Architect, in writing, and the Architect shall investigate the circumstances and give appropriate instructions to the Contractor. The Contractor shall not take advantage of any manifestly unintentional error or omission, nor shall he proceed with any work where there is uncertainty.

2.30 COMPLIANCE WITH LAWS

Each Contractor shall ascertain that all complete installations comply with state laws and local ordinances and regulations relating to the performance of the work and the protection of adjacent property.

2.0 JOB REQUIREMENTS (continued)

2.31 SUBSTITUTION OF MATERIALS

No substitution requests will be considered by the Architect unless the data, as described below, is received seven days prior to the bid due date. If any substitutions are approved, an Addendum will be issued prior to the bid due date. Base bid costs shall include the specified materials and equipment. Substitutions will not be considered in awarding the Contract.

If substitutions are proposed by any Contractor, Subcontractor or material supplier, the following data must be submitted, three copies, fully identified for product, material or method being replaced by the substitution, including referenced Specification Sections and Drawings. Include product data, Drawings, performance data, description of methods, samples where applicable, comparison between the specified item and the proposed substitution statement of effect on construction, if applicable, coordination with other trades and a statement as to the cost effect on the proposed substitution, if granted, will have with other trades and Contractors.

Approval of any substitution of materials or equipment items by the Architect shall be deemed to be granted for the convenience of the requesting Contractor, and all costs growing out of the substitutions shall be the responsibility of the Contractor. No extra costs resulting from a substitution proposed by the Contractor shall devolve upon the Owner or the Architect.

2.32 TESTING

All testing called for in the project Specifications will be performed by a testing laboratory acceptable to the Architect. All testing services will be paid for by the Contractor, except as otherwise stated in the project Specifications.

Where material fails to meet specified requirements, the Contractor involved will pay for any additional testing required.

Testing of sewers, pipe lines, etc., will be performed and paid for by the Installing Contractor and witnessed and approved by the Contractor, Architect, responsible public authority and/or others as designated at the time the tests are performed.

2.33 SITE USE

All trailers are to be parked in the areas designated by the Owner's representative or the Architect.

Access to the site by all construction vehicles will be as designated on the Drawings. No other site roads or entrances are to be used except as may be authorized for special situations by the Owner.

All Contractors will be responsible for cleaning up all dirt carried onto permanent roads and streets by their trucks and equipment.

2.34 SNOW REMOVAL

General snow removal on roads and for access into the building will be provided by the Owner. Clearing of snow in work areas will be the responsibility of the affected Contractors.

2.0 JOB REQUIREMENTS (continued)

2.35 PROGRESS MEETINGS

Regularly scheduled meetings will be held with the Contractor to keep everyone informed as to the progress of the construction.

2.36 JOB MEETINGS

The Contractor shall arrange for, duly notify all affected Subcontractors, establish an agenda and conduct job meetings as scheduled during the course of the Contract. Each Contractor and major Trade Subcontractor shall be represented at *every* meeting by a responsible member of his organization.

The job meeting schedule shall be agreed to by mutual consent among the Subcontractors at the first job meeting. Meetings will be held on a regular basis.

The Contractor shall advise all parties concerned, in advance, of any change of day or time from an established date, if such change is required.

The proceeding of these meetings will be recorded by the Contractor, and each Contractor will be furnished one copy of the minutes for his use. The Contractor's conducting of the job meeting and his recording and distributing of the meeting minutes shall not be construed as coordinating or scheduling any Contractor's work in detail.

End of Section