

GENERAL CONDITIONS FOR IFB 011-0-2009/AB

A. Definitions

1. **ACCEPTANCE**: The formal written acceptance by the Owner.
2. **ALLOWANCE**: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail.
3. **CONTRACT SUM**: The Contract Sum is the total amount specified on the contract form including all subsequent modifications there to.
4. **CUT**: A “cut” is short for a “cut sheet” of a manufacturer’s data sheet, pertaining to a specific item or piece of equipment.
5. **DAY**: The term “day” shall mean “calendar day”, unless otherwise specified.
6. **DRAWINGS**: The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
7. **EXTRA WORK**: Work determined by the Owner as not being covered by the Contract Documents.
8. **FINAL ACCEPTANCE**: Final Acceptance of the Work occurs when the Project is fully completely and accomplished in full, absolute, and strict compliance with the Contract Documents.
9. **NOTICE TO PROCEED**: The Owner will furnish the Contractor written direction to commence performance of Work hereunder entitled “Notice to Proceed” after execution of the Contract by both parties.
10. **PRODUCTS**: The term “product” as used in these Contract Documents includes materials, systems and equipment.
11. **PROJECT**: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
12. **PROJECT DRAWINGS**: The official drawings listed in the Project Manual or amendments thereto, which show the locations, character, dimensions and details of the work to be performed.
13. **PROJECT MANUAL**: The Project Manual is a volume assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.
14. **PROVIDE**: As used in the Contract Documents in reference to Work to be performed by the Contractor, “provide” shall mean “furnish and install complete in place”.
15. **RFI**: A formal written request for information from the Contractor to the Architect, submitted in numerical sequential order.
16. **SCHEDULE OF VALUES**: A complete itemized allocation of the various portions of the Work, aggregating the total original Contract Sum.
17. **THE SPECIFICATIONS**: The Specifications are that portion of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship, for the Work, and performance of related services.
18. **SUBCONTRACTOR**: A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. 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 a separate contractor or subcontractors of a separate contract.
19. **SUB-SUBCONTRACTOR**: A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. 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

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- representative thereof.
20. **SUBSTANTIAL COMPLETION:** Substantial Completion occurs when the Work is sufficiently complete to allow the Owner full benefit and use of the Project for its intended purpose and a certificate of occupancy is issued, whether temporary or permanent.
 21. **SHOP DRAWINGS:** Drawings, plans, lists, catalogs, diagrams, schedules and other details, charts, calculations and data necessary to the contract Work adequately prepared and submitted by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 22. **PRODUCT DATA:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate a material, product or system for some portion of the Work.
 23. **SAMPLES:** Physical examples of material to be incorporated into the project, submitted by the Contractor, and which illustrate and establish standards by which the Work will be judged.
 24. **WORK:** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project.
 25. **WRITTEN NOTICE:** All notices required under this Contract shall be in writing. Written notice shall be deemed to have been duly served if hand-delivered or if sent by registered or certified mail or faxed to the Owner, to the Architect, or to the Contractor, as the case may be.

B. Contractor Responsibilities

1. General

- a. The Contractor is the person or entity identified as such in the contract and is referred to throughout the Contract Documents, as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- b. The Contractor shall perform the Work, in accordance with the Contract Documents.
- c. The Contractor shall not be relieved of obligations to perform the Work, in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.
- d. The responsibilities of the contractor include, but are not limited to the following:
 - i. Requests for Information:

The Contractor shall submit requests for information (RFI) to the Architect in the following manner:

 1. Each request shall be numbered consecutively and dated.
 2. Each request shall note the relevant sections of the Contract Documents.
 3. Each request shall briefly explain the nature of the request.
 4. Each request shall indicate the date by which a response is needed.
 - ii. Approval of Alternatives:

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1. The following procedures shall be in effect for approval of alternatives. All equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended. For convenience in designation certain articles or materials to be incorporated in the Work may be designated under trade names or the names of manufacturers and their catalog information. The use of an alternative article or material, which is of at least equal quality and of the required characteristics for the purpose intended will be permitted upon approval by the Architect.
2. The products, materials and equipment of manufacturers referred to in the Contract Documents are intended to establish the standard of quality and design required by the Architect. However, products, materials and equipment of manufactures, other than those specified, may be used, if equivalent and approved by the Architect. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
3. It is deemed that the term "or approved equal" is included after all products, materials and equipment referred to in the Contract Documents.

iii. Shop Drawings, Product Data, and Samples:

1. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
4. Shop drawings, product data, samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations described in the Contract Documents. Submittals, which are not required by the Contract Documents may be returned by the Architect without action.
5. Before submitting shop drawings and samples, the Contractor shall review all shop drawings and samples for the completeness and accuracy. Shop drawings and samples shall be submitted in a timely and orderly sequence. At the time of submission, the Contractor shall direct in writing specific attention to any and all deviations in the Shop Drawings or Samples from the requirements of the Contract Documents.

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6. By submitting shop drawings and samples, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials catalog numbers, and similar data, and that it has checked and coordinated each shop drawing and sample with all his subcontractors involved in the Work and with the requirements of the Work and of the Contract Documents.
7. Any Shop Drawing, Product Data or Sample submitted without the Contractor's approval will not be processed for approval by the Architect, but will be returned to the Contractor for his review, approval and resubmission.
8. 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.
9. 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. All such portions of the Work shall be in accordance with approved submittals.
10. Shop Drawings shall show design, materials (kind, thickness and finish), dimensions, connections, and other details necessary to ensure that they accurately interpret Contract requirements and also show adjoining work in such detail as required to provide proper connection with same. Shop Drawings shall be numbered consecutively and insofar as possible shall be uniform in size.
11. All Shop Drawings, cuts, brochures and transmittals, shall be identified with the name of the Project, building or buildings, for which Shop Drawings are being submitted. The Architect's name and Project Number, the Contractor's name, the date of submittal, the drawing number, the revision number, the date of each revision, if any, as well as the Specification Section under which the Work is to be performed, and the Project Drawing and detail numbers that relate to the Shop Drawings, shall be indicated on the submittal. All Shop Drawings, cuts, and brochures shall include the same identification information.
12. All samples requiring color selection shall be submitted together. Three (3) Samples shall be submitted from the same source, which will supply the actual job. Samples shall be of adequate size to show quality, type, color, range, finish, texture and other specified characteristics. In the event that a range of variations in texture, graining, color or other characteristics may be anticipated in furnished materials, assemblies, or elements of the Work, a sufficient number of samples of such materials or products shall be submitted to indicate the full range of characteristics which will be present in the materials or products proposed for the Work. Any such materials or products delivered or erected prior to approval of full range samples shall be subject to rejection. Samples of materials or products which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions.

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13. All Samples shall be labeled, tagged, or otherwise clearly identified. Labels or tags shall set forth the name of the Project, building or buildings for which the Sample is being submitted, the Architect, the Contractor, the Subcontractor, and/or the supplier, the name of the manufacturer, fabricator, or processor, the trade designation, grade and quality of the material or product, the date of submittal, and specific identification of each sample and a precise reference to the Specification Section, Article and paragraph wherein the material, product, or element of the Work is specified. Each label or tag shall have sufficient clear space to permit the application of the approval stamps of the Contractor and the Architect.
14. All Samples shall be accompanied by a letter of transmittal from the Contractor setting forth the same identification information as required for Shop Drawing and Product Data. Contractor shall number transmittals consecutively in sequence with the Shop Drawing transmittals. Where appropriate, test data and/or manufacturers' certificates shall be referenced in and forwarded with the letter of transmittal. Samples without accompanying certificates or test data will be returned without action.
15. All samples and Product Data for finish materials requiring color selection by the Architect shall be submitted as follows: All exterior finish materials shall be submitted at one time, and no action will be taken on any one submittal until all items have been submitted. All interior finish materials shall also be submitted at one time, and no action will be taken on any one submittal until all items have been submitted. These submittals shall be made in a timely fashion to avoid any delay in the Work.
16. Shop drawing prints shall be black line on white background. The Contractor shall submit seven (7) copies of all shop drawings and product data.
17. When submittals are returned "Approved" or "Approved as Noted", the Contractor shall retain such submittals in a suitable place at the Project Site for use by the Contractor, his Subcontractors, the Architect and his authorized representatives to ensure that all Work is being installed in accordance with approved submittals.
18. The Work shall be in accordance with approved submittals, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and 1) the Architect has given written approval to the specific deviation as a minor change in the Work, or 2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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- iv. Review of Contract Documents and Field Conditions by Contractor
 - 1. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information.
- v. Supervision and Construction Procedures
 - 1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, safety, sequences, and procedures and for coordinating all portions of the Work under the Contract.
 - 2. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such construction means, methods, techniques, sequences or procedures.
 - 3. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance of the project site during performance of the Work. The Contractor's Superintendent shall be on the site at all times when work is in progress. The Superintendent shall represent the Contractor. All communications given to the Superintendent shall be binding as if given to the Contractor.
 - 4. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors.
 - 5. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- vi. Schedules
 - 1. The Contractor shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work within ten (10) days after date of Notice to Proceed. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals, as required by the conditions of the Work and Project, 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.

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2. At a minimum, the Contractor's construction schedule must provide:
 - a. Complete sequence of construction by activity including all required submittals.
 - b. Consistency with the time limits defined in the Contract Documents.
 3. Architect will review schedules and return review copy to Contractor within ten (10) days after receipt. If required, Contractor will re-submit schedules within seven (7) days after return of Architect's reviewed copy.
 4. Contractor will submit monthly updated schedules accurately depicting progress to the Architect on the first day of each month. The updated schedule shall be submitted with the Contractor's application for payment. The monthly updated schedules will show all changes occurring since previous submission of updated schedule and indicate progress of each activity, including completion dates.
 5. Upon Architect's approval of contractor's schedule(s), Architect will return contractor's copies for distribution. In regards to distribution of the schedules, the Contractor will:
 - a. Distribute copies of reviewed schedules to job site file, other prime contractors, subcontractors, and other concerned parties.
 - b. Instruct recipients to report any inability to comply and provide detailed explanation, with suggested remedies.
 6. The Contractor and all subcontractors, suppliers, and manufacturers shall schedule materials, deliveries, and installations to conform with the Schedule and provisions to this effect shall be included in all subcontracts.
 7. The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule.
 8. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
- vii. Daily Reports
1. The Contractor shall maintain daily reports numbered consecutively. Each report shall state the date, the calendar day since the "Notice to Proceed", the number of men working by trade, weather, activities in progress, delays, all equipment/material deliveries, and quantity of Work completed for the day in question. A copy of each report shall be provided to the Architect and to the Owner on a weekly basis.
- viii. Control of Labor, Materials and Equipment:
1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportations, and other facilities and services

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necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

2. All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage and ensure preservation of quality and fitness for the Work in accordance with best current practice in the industry, manufacturers' specifications and recommendations, and Contract Document requirements. The Contractor shall store packaged materials and equipment in their original and sealed containers, marked with the brand and manufacturer's name, until ready to use. The Contractor shall deliver materials and equipment in ample time to facilitate inspection and tests prior to installation. The term "delivery" in reference to any item specified or indicated, means the unloading and storing with proper protection at the project site. Damaged materials or equipment will be rejected.
 3. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which it has received payment and materials which have been furnished by the Owner and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, or restore all losses or damages to any portion of the Work and materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary, the Contractor shall, at its expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work and materials from damage.
 4. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.
 5. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- ix. Designation of Subcontractors:
1. The Contractor shall submit, at the Pre-construction Meeting, a listing of the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in performance of the Contract and the portion of the Work, which will be done by each subcontractor, and any subsequent substitution thereof.
- x. Progress Meetings:
1. During the construction period, progress meetings chaired by the Contractor will be held with representatives of the Owner, Architect, major subcontractors and such other subcontractors or material suppliers whose presence may be deemed necessary or desirable. The purpose of these meetings shall include, without

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limitation, coordination of various phases of the Work, Scheduling of Work to accommodate the operations, and expediting the Work, if necessary. Progress meetings shall be held on a twice - monthly basis. A set time for the meetings will be established within fifteen (15) days of the Notice to Proceed date. For any additional meetings determined to be necessary by the Contractor, Contractor will give all persons expected to attend the meeting at least seven (7) day's notice of the date, time, and place of the meeting.

xi. Delays:

1. Delays due to shortages in material, shortages in equipment, or shortages in manpower not caused by strikes will not be considered an excusable delay. The Contractor, by accepting this Contract, warrants that it has the necessary material, equipment, and personnel to achieve its scheduled completion.

xii. Access to Work and Right of Inspection:

1. The Contractor shall provide the Owner and Architect access to the Work in preparation and progress, wherever located.
2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority require any Work to be inspected, tested, or approved, the Contractor shall give the Architect timely notice of readiness thereof and shall furnish the Architect certificates of inspection, testing, or approval. If such Work required to be inspected, tested, or approved is covered up without prior written approval of the Architect, it must, if directed by the Architect, be uncovered at the Contractor's expense. Cost of all such inspections, tests, or approvals shall be borne by the Contractor, unless otherwise noted in the Contract Documents.
3. Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall pay all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction, and, if completion of the Work has been delayed thereby, the Contractor shall, in addition, be permitted a suitable extension of time.
4. Unless otherwise provided in this Contract, acceptance by the Owner shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance of all Work is contingent upon final approval of the Architect. Acceptance shall be final and conclusive, except in the instance(s) of latent defects, fraud, or such gross mistakes as

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may amount to fraud or which may affect the Owner's rights under any warranty or guarantee.

xiii. Inspection and Acceptance:

1. Except as otherwise provided in this Contract, inspection and testing by Owner of material and workmanship required by this Contract shall be made at reasonable times and at the site of the Work, unless the Architect determines that such inspection or testing of material which is to be incorporated in the Work shall be at the place of production, manufacture, or shipment of such material. To the extent specified by the Architect at the time of determination to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed Work.
2. If, after the commencement of the Work, the Owner or the Architect determines that any Work requires additional inspection, testing, or approval which is not included herein, the Architect may instruct the Contractor to order such additional inspection, testing or approval. Upon receipt of such instruction, the Contractor shall give the Architect timely notice of the date arranged for such purpose so that the Owner and Architect may observe the inspection, testing, or approval. If any Work has been covered which the Architect had not requested to observe prior to being covered, or if the Architect considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Architect's request, will uncover, expose, or otherwise make available for observation, inspection, and testing that portion of the Work in question. Authorized representatives of the Federal, State, and Local governments shall have access to the site of construction and shall have the right to inspect the project Work.
3. The Contractor shall, without charge, replace any material or correct any workmanship found by the Architect not to conform to the Contract requirements unless, in the public interest, the Owner consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
4. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Owner (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.
5. The Contractor shall request of the Architect, in writing, a final inspection when the Work has been completed in all respects in accordance with the Contract Drawings and Specifications. Upon receipt of the Contractor's written request, the Architect

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will perform a final inspection and determine that the Work has been completed as specified. If the Work has not been completed, the Architect will inform the Contractor in writing of the remaining Work to be completed. If the Work has been completed, the Architect will formally accept the Work. Immediately upon and after such final written acceptance by the Architect, the Contractor will be relieved of the duty of maintaining and protecting the Work as a whole, and it will not be required to perform any further work thereon except as provided in Section "Warranty of Construction"; and the Contractor shall be relieved of this responsibility for injury to persons or property or damage to the Work which occurs after the final acceptance by the Owner, except that the Contractor shall not be relieved of its responsibility for injury to persons or property arising from the Contractor's duties and obligations.

xiv. Safety Requirements

1. The Contractor shall, at its sole cost, protect and guard the Work and shall be responsible for planning, initiating, maintaining, supervising, and enforcing all measures, procedures, precautions, and programs for the greatest safety and protection of the Work, for any and all persons, and for any and all property in accordance with applicable Federal, State, and Local laws, rules, and regulations. The safety of the Contractor's personnel shall be the Contractor's responsibility.
2. The Contractor shall provide a written report to the Owner through the Architect of any and all accidents whatsoever arising out of or in connection with the performance of the Work, whether on or adjacent to the site, which causes death or personal injury or property damage. The report shall be furnished to the Owner through the Architect within one (1) day of the occurrence.

xv. Restoration of Property

1. Contractor shall restore all property, which may be disturbed in the execution of the Work to its former condition and to the satisfaction of any property owners or any governmental authority affected thereby.

xvi. Construction Warranty

1. The Contractor warrants to the Owner and Architect for a period of (365) days from the receipt of permanent Certificate of Occupancy that materials, labor, and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. 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.

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xvii. Duty to Provide Certified Statement:

1. The Owner may require the Contractor to submit a written certification that any claim made by the Contractor arising out of the execution, performance or breach of this Contract is not the result of, or affected by, any collusion with another person engaged in the same line of business or commerce or any act of fraud.

xviii. Permits, Fees, and Notices

1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

xix. Allowances

1. Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work.
2. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
3. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances, unless otherwise specified in the Contract Documents.
4. Whenever costs are more than or less than allowances the Contract Sum shall be adjusted accordingly by Change Order.

C. **Architect's Responsibilities**

1. The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the contract and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.
2. The Architect has the responsibility to administer the Contract so that the completion of the Project may be accomplished in accordance with the requirements of the Contract Documents. Should, in the opinion of the Architect, the performance of the Contractor or the quality of his Work, or materials furnished, not meet the standards specified, the Architect may take such measures as he deems necessary to ensure compliance with contractual requirements.
3. The Architect will provide administration of the Contract and will be an Owner's representative 1) during construction, 2) until final payment is due, and 3) with the Owner's concurrence, from time to time during the one-year warranty period for correction of Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
4. The Architect will be responsible for the interpretation of the contract documents. The Architect will, after consultation with the Owner and within reasonable time, render such

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- interpretations as may be necessary for the proper execution or progress of the Work. The Architect's decisions in such matter shall be final.
5. The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the state of the Contractor's operations 1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, 2) to endeavor to guard the Owner against defects and deficiencies in the Work, and 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be 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. The Architect will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
 6. The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
 7. The Architect shall receive, coordinate, evaluate, and process all Request for Information (RFIs) and Change Order proposals. Change Order proposals and/or Request for Information may be initiated by the contractor, Owner or Architect. No change or alteration to the requirements of the Contract Documents will be authorized without the approval of the Owner, including no-cost changes. Upon approval, by the Owner, that a change is required, the Architect will prepare and provide to the Owner a detailed scope of work, detailed cost estimate, and all appropriate sketches to fully document the change order. Additionally, the Architect shall review, evaluate, and provide comments to the Owner on the contractor's change order submittal with regard to scope, schedule, and cost. If necessary or requested by the Owner, the Architect shall assist the Owner and participate in change order negotiations. The Architect will prepare the change order documentation, obtain the contractor's signature, and provide a copy of the executed change order to the Owner for signature. The Architect shall verify that all executed change orders are included in the record drawings.
 8. The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequence 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 over the acts or omissions of the Contractor, Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.
 9. The Architect will conduct inspections to determine the date or dates of Substantial completion and the date of final completion, receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and issue a final Certificate for Payment, upon compliance with the requirements of the Contract Documents. Architect is responsible for making the final inspection regarding final acceptance of the Project.
 10. The Architect shall review and approve or take appropriate action within ten (10) calendar days, upon the Contractor's submittals such as Shop Drawings, Product Data

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and Samples, for conformance with the Contract Documents. Following the Architect's review of each submittal the Architect will return the submittal to the Contractor with the Architect's stamp and signature affixed thereto, annotated whether submittals are approved, approved as noted, or disapproved.

11. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

D. Owner Responsibilities

1. The Owner is the person or entity identified as such in the contract and is referred to throughout the Contract Documents, as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. The term "Owner" means NNPS or an NNPS authorized representative.
2. The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with the Project.
3. The Owner may, at any time, without invalidating the Contract and without notice to the Contractor's sureties, make any changes or additions, which are within the general scope of the Contract, and may request the Contractor to perform extra work. Any such change or request, when such request is accepted by the Contractor, will be authorized in writing by the Owner.
4. The Owner may assign various inspectors to inspect the progress and quality of the Work. Any inspector of the Owner, and the Architect, shall, at all times, have access to the Work whenever it is in preparation or progress. The Contract shall provide safe facilities for such access so the Architect and the Owner's inspectors may perform their functions under the Contract Documents.
5. Except for permits, licenses, and fees, which are the responsibility of the Contractor, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
6. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of the information furnished by the Owner but shall exercise proper precautions related to the safe performance of the Work.
7. The Owner will furnish, free of charge, up to fifteen (15) copies of Drawings and Project Manuals for the Project. Additional sets will be furnished at the cost of reproduction, postage, and handling.

E. Owner's Right to Stop the Work

1. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work, in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;

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however, the right of the Owner to stop the Work shall not give rise to a 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 provided in the Contract.

2. Failure of the Owner to notify the Contractor of necessary corrections or to stop the work shall not relieve the Contractor of any responsibilities or obligations under the Contract Documents.

F. Additional Requirements

1. Before filing application for its first payment the Contractor shall submit to the Architect a Schedule of Values (cost breakdown) for approval by the Architect and the Owner. The Schedule of Values shall provide a complete, itemized allocation of the various portions of the Work, aggregating the total original Contract Sum. The approved Schedule of Values shall be used as a basis for the Contractor's Application for Payment. The Schedule of Values must be submitted within ten (10) days after receipt of the Notice to Proceed unless otherwise directed by the Owner. No payment will be made until a Schedule of Values has been received and approved.
2. Cost itemization on the Schedule of Values shall be broken down into:
 - a. Material, which includes cost of material or equipment actually built into the Work, plus applicable taxes paid thereon;
 - b. Labor or other costs;
3. On a monthly basis the Contractor shall submit to the Architect a formal typewritten, certified Application for Payment with all supporting data, in a format approved by the Owner and supported by such data required by the Owner to substantiate the Contractor's rights to payment for current Work performed, in accordance with Contract Documents. Within seven (7) days after receipt of the formal Application, the Architect will either:
 - a. Issue its Certificate for Payment and recommendation for payment to the Owner, or
 - b. Notify the Owner and the Contractor in writing of the reasons for returning application without approval.
4. An amount equivalent to five percent (5%) of each such payment application and also of any other sums due the Contractor from the Owner shall be deducted therefrom and withheld until the Work required by the contract has been performed. The amount retained shall be withheld until final acceptance of the Work.
5. Payment may be made to the extent of the delivered cost of materials to be incorporated in the Work, when delivered on the project or stored in acceptable storage places approved by the Owner. Payment for such materials will not relieve the Contractor of responsibility for loss or damage of the stored materials. The delivered cost shall be evidenced by proper invoices.
6. Wherever "Stored Materials" are being included in application for payment and are not onsite, the contractor must provide "All Risk" property insurance on the materials and the certificate must list Newport News Public Schools as: Loss Payee - As Interest May Appear".
7. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor,

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subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

G. Substantial Completion

1. "Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
3. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
4. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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.
5. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

H. Partial Occupancy or Use

1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period of correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect, as provided in the Contract. Consent of the Contractor to partial occupancy or use shall not be

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unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion and Final Payments

1. When the Contractor considers the Work has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with Contract Documents and ready for Architect-Engineer's Inspections.
2. Prior to final completion and final payment the following must take place:
 - a. Obtain all final releases from all inspections authorities, including a final Certificate of Occupancy.
 - b. Complete all punch list work.
 - c. Obtain final "Certificate of Payment" and "Certificate of Final Completion" from the Architect.
 - d. Obtain "Consent of Surety to Final Payment" form executed by surety and provide to Owner.
 - e. Provide "as-built" drawings to Owner through Architect.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:
 - a. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
 - b. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner;
 - c. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
 - d. a consent of surety, if any, to final payment and;
 - e. if required by the Owner, other data establishing payment of satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract to the extend and in such form as may be designated by the Owner.

If a subcontractor refuses to furnish a release or waiver required by the Owner, the contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.