

SECTION V - SUPPLEMENTARY CONDITIONS

The following supplements, modify, change, delete from or add to the “General Condition” of the Contract for Construction, AIA Document A201, latest edition as amended by the Owner, a copy, which is attached to Division I, Section IV. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause as they appear in the latest edition as amended by Owner (copy attached to Division I, Section IV), shall remain in effect.

1. CONTRACT DOCUMENTS:

- A. In the event there is a conflict in the Contract Documents, the most stringent requirements, as determined by the Architect, shall determine the minimal acceptable requirement for the Work.
- B. The following Contract Forms are required forms for this project. They are on file and may be reviewed at the Architect’s Office.

1. Standard Form of Agreement Between Owner and Contractor
AIA Form A-101.

2. Bid Guarantee and Contract Bond.

3. Performance Bond and Labor and Material Payment Bond,
AIA Form A-311.

4. Certificate of Insurance.

5. Subcontract Form.

6. Architect’s Field Order.

7. Consent of Surety to Final Payment.

8. Contractor’s Affidavit of Release of Liens and Payments of Debt.

9. Certificate of Substantial Completion.

10. Payment Certificate.

- C. The following sections of the AIA Document A201 shall be deleted for this project.

1. 4.5 Arbitration

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2. Sub-Categories: 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.4.1, 4.5.4.2, 4.5.5, 4.5.6, 4.5.7.

C. DRAWINGS

1. Drawings are diagrammatic and are intended to show the approximate locations. Dimensions given on the plans in figures shall take precedence over scaled dimensions; and all dimensions, whether figured or scaled, shall be verified in the field.
2. The exact location of buildings, drives, walkways, etc., shall be ascertained from the Architect or his representative in the field, and the work shall be laid out accordingly. Should the Contractor fail to ascertain such locations the work shall be changed at his own expense when so requested by the Architect. The Architect reserves the right to make minor changes in location up to the time of installing, without additional cost.
3. The drawings and project manual are intended to cover a complete project in every respect. Each and every item, system, etc., is to be complete unless otherwise definitely indicated.
4. The drawings and project manual are intended to supplement each other and any material or labor called for in one shall be furnished even though not specifically mentioned in both.
5. Demolition and/or removal of existing driveways, walks, etc. may necessitate the removal or relocation of existing piping, conduit, wiring services, etc. Such removal and relocation shall be considered part of the demolition work without additional cost, whether or not specifically shown on the drawings or listed in these specifications.
6. The contractor shall visit the project site prior to submitting his bid and shall have full knowledge of all existing conditions. Changes in work scope that could have been reasonably assumed with a site visit shall be the responsibility of the contractor.

D. Industry Standards

1. Federal Specifications, State Specifications, Architectural Woodwork Institute, American Concrete Institute, the Standards of the American Society for Testing Materials (ASTM Standards), the Standards of the American Standards Association, and other Standards referred to in this project manual shall apply to the work as hereinafter specified. In all cases, the latest revision of such Standards or Specifications shall be used.

E. Standards

1. Reference to Standards Codes, Specifications, Recommendations and Regulations, throughout this project manual, shall make applicable portions of such standards, codes, specifications, recommendations, and regulations, that are not in conflict with the Contract Documents, a part of this project manual. In case of discrepancies between Standards, the more restrictive shall apply. In case of discrepancies between Standards and this project manual, the project manual shall govern. In general, meet the requirements and recommendations of the standards listed including the manufacturer's printed specifications, recommendations and instruction.
 2. The specifications, recommendations and/or instructions published by an approved manufacturer of an approved material, are hereby incorporated into this project manual as Standards, and shall be considered as binding wherever they are more restrictive than other general standards so included.
2. ARCHITECT:
- A. Article 2 as set forth in the attached General Conditions shall remain unchanged.
3. OWNER:
- A. The Owner may secure the services of a surveyor to establish lot lines, restrictions, and benchmarks. Once established, it becomes the responsibility of the Contractor to maintain lines, restrictions and benchmarks.
 - B. Cost of Utilities

The Owner shall pay the following charges:
 1. All electric current used from existing, temporary or permanent metering.
 2. Cost of water used from existing facility or new metering.
 3. Cost of all fuel and electricity used in permanent heating system. Electrician shall pay for all fuel for temporary heating devices that require a fuel source other than that provided as part of the permanent structure.
 - C. Stoppage of Work
 1. The Owner reserves the right to stop work at any time, or refuse to allow work to be started, when in his opinion, such stoppage is necessary to insure the proper execution of work. The absence of such a stop order shall not relieve the Contractor of responsibility for any work that may be damaged.
4. CONTRACTOR:

A. Shop Drawing Submittal

Contractor shall review, stamp with his indication of approval, and submit in sets along with transmittal, shop drawings as follows:

- 1. Submit electronic shop drawings (PDF format) for approval, including manufacturer’s brochures, cuts, etc. Provide submittal cover page with Contractor’s name & contact information, project name, contractors review status, and place for A/E’s review stamp.

- Reviewed
- Reviewed, as Noted
- Submit Specified Items
- Revise and Resubmit
- Rejected

Submittal review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for quantities, dimensions, which shall be confirmed and correlated at the job site. Dimensions shown on this drawing have been reviewed (and revised, if necessary) by the Architect solely as a convenience to the General Contractor. This in no way releases the General Contractor from his responsibility for providing correct dimensions on the shop drawings, in accordance with the construction documents, or from his responsibility to coordinate such dimensions with the work of other trades, and any field conditions which may affect the dimensions indicated here. The contractor is also responsible for fabrication processes and techniques of construction, coordination of his work with that of all other trades, and the satisfactory performance of his work.

ThenDesign Architecture, Ltd. (TDA)

By: _____ Date: _____

B. Superintendents

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~~1. Each Contractor shall have a superintendent who shall be in attendance each and every full working day at the project, and until all work, including final punch list, has been completed. An amount of \$150.00 (one hundred fifty dollars) per working day shall be credited to the Owner, for each and every day (or portion thereof) that the Contractor’s superintendent is not on the jobsite, unless written exception is granted by the Architect.~~

2. Specific Requirements

- a. General Trades - Working superintendent each and every day until all work, including final punch list is complete. Working superintendent shall have the responsibility to coordinate and schedule the work of all other trades on the project including work associated with Owner provided work such as phone installation, computer wiring, etc.

- b. The General Trades Contractor shall be responsible for the overall schedule and coordination of the project. Upon award of contract, the General Trades Contractor shall submit a project schedule to include his work and the work of all other trades. Each trade shall review, approve and sign the final schedule submitted to the Owner and Architect.

C. Utilities

1. Notify all utility companies that will, in any way, be affected by the proposed work and see that all piping, wires, etc, that may be affected, are properly serviced.
2. Remove abandoned utilities and cap or plug ends.
3. Use maximum care to protect existing utilities and drains. Promptly correct and/or repair any damaged utilities or drains.
4. Report the encounter of active utilities and/or drains, not indicated by documents, to Architect for adjustment in Contract in accordance with Article 12. However, extra payment will not be authorized for work that could have been foreseen by a careful examination of the site.
5. Protect all active utilities pending instructions for disposition.

D. Reference Points

1. The General Contractor shall establish and maintain grades, lines, levels and benchmarks within the limits for construction. He shall be responsible for the accuracy of same to the extent that other contractor's work shall relate to them and the cost of additional work under the Contracts, resulting from deviations of grades, lines, levels and benchmarks as established on the drawing, shall be borne by him.
2. Each Contractor Shall:
 - a. Verify and maintain location of horizontal and vertical reference points in at least two widely separated places and maintain all lines and grades.
 - b. Locate and layout of all work in accordance with the dimensions given on the drawings and shall be responsible for the accuracy of the layout. Immediately report any discrepancies or errors in the drawings or project manual perceived by the contractor. Adjustments to be made shall be made by the Architect.
 - c. Notify Architect when layout is substantially complete and secure his review before proceeding.

E. Permits

1. Each Contractor shall secure all permits and inspections and certificates of inspection, occupancy, and shall furnish Architect with copies of all such reports and certificates prior to final payment.
2. Each Contractor shall be licensed in the County of Geauga, South Russell, and any other local jurisdictions that are required.

F. Materials

1. When a single brand or make of material is called for in the project manual by name or figure number, no other make of material will be acceptable.
2. When no specific make of material or apparatus is mentioned, any first class product of reputable manufacturer may be used, provided that it conforms to the requirements of this project manual and meets with the approval of the Architect.
3. All materials, equipment, etc., to be used in construction shall be delivered to the job and maintained in original unopened containers and/or bundles, stored in a place protected from exposure to the elements and from damage by tampering until used and then used in strict accordance with the manufacturer's written instructions, specifications and recommendations.

G. Labor

1. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trade. The standards of the work required throughout shall be of quality normal this trade and acceptable to the Architect. Mechanics whose work is unsatisfactory to the Owner, or are considered by the Owner to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice.
2. There shall be no discrimination against the employment of organized or unorganized or open shop labor, and no interference, or hindrance by the labor of any one or more trades with the labor or work or material of another trade. Any such discrimination, interference, or hindrance any other all, shall be sufficient grounds for termination of the contract in the same manner provided in said agreement for terminating contracts in case of any other breach thereof.

H. Observation

1. If the Contractor, Subcontractor or Supplier performs work on a Saturday, Sunday, Holiday, or on any "overtime" basis, such overtime basis must be with the knowledge of the Architect, so that if he desires, the Architect may observe such work during its installation.

2. Work, where observation is to be effective, must be done at the time of installation; shall not proceed without the Architect's field administrator on the job observing the work; or in lieu of that, having given the Contractor approval to proceed without such review by the Architect.

I. Cutting and Patching of Work

1. New Construction

- a. The Mechanical and Electrical Contractors will provide and place all pipe sleeves, etc., required for their work. General Trades Contractor shall provide all flashings and trim as required for all items.
- b. Should the above noted Contractors fail to lay out the openings required and provide appropriate sleeves at the proper time, they will be required to pay the General Trades Contractor to cut and drill the openings and all necessary cutting and patching shall be done by the General Contractor at the Mechanical and Electrical Contractor's expense.

J. Project Record Documents (Submit in Duplicate)(Electronic PDF is Preferred)

1. Each contractor shall be required to provide record documents of all their work.

2. Records

- a. Mark up the most appropriate document to show:
 1. Changes made during the construction process.
 2. Detail not shown in the original Contract Documents.
- b. The information given shall include, but shall not be limited to:
 1. The location of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures.
 3. Final footing depth.

- c. Keep project record documents current. Do not permanently conceal any work until the required information has been recorded.
- d. Using colored pencil for graphic work and written comments, conform to the following color code: Blue for Architectural Work, White on Blueprint, Yellow for Structural Work, Green for Mechanical Work, and Red for Electrical Work.

K. Operating Maintenance and Service Manuals
(Submit in Duplicate)(Electronic PDF is Preferred)

- 1. Each Contractor shall compile and deliver to the Architect, before request for final payment, all installation drawings, operating manuals, etc., pertaining to all equipment furnished and installed, together with descriptions and instruction for the operation of systems. Provide indexed loose ring notebook containing all information with identification by name, mark, number, etc., as used on drawings.

Include: Manufacturer's descriptive literature, shop drawings, performance data, curves, ratings, and diagrams; spare parts and replacement parts lists, manufacturer's maintenance and service manuals; name of service agency and installer.

For: Each item of equipment: Written description of their operation and actual setting of each instrument.

Also: Include step-by-step procedure for start-up and shut-down for each item of equipment.

- 2. Operating instructions must be in the possession of the Architect before final payment will be approved.

L. Instruction of Owner's Personnel

- 1. Operation
 - a. Each Contractor shall fully instruct the Owner's representative in the complete operation, adjustment and maintenance of the entire installation.
 - b. Cost of utilities for such operation shall be paid by the Owner. Said operation shall not be construed as acceptance of the Contractor's Work.

M. Name, Identification, and Instruction Plates

- 1. Identification, name, and instruction strips or plates on all

equipment shall be permanent, engraved or embossed strips or plates permanently attached. ("Dymo Tape" is not acceptable). No pen, pencil or crayon markings will be acceptable. Tape or plastic inserts, in mechanically applied retainers used for switch, breaker branch and for similar identification, where protected from dislodgment and defacement will be allowed. Identification shall include all major pieces of equipment, including those outside of the building.

N. Cleaning Piping and Equipment

1. Each Contractor shall thoroughly clean all work relating to their Contract.
2. If any system should be stopped by foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and remove obstructions. Any work damaged in the course of removing obstructions, shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.

O. Cleaning of Equipment

1. All materials installed shall be thoroughly cleaned, surfaces to be painted shall be wiped, scraped, or wire brushed as necessary, to furnish a clean, oil free painting surface. All fixture labels shall be removed.

P. Provisions for Expansion and Contraction

1. Each Contractor shall make adequate and proper provisions for expansion and contraction, in accordance with the best practice, and in accordance with respective manufacturer.

Q. Protection of Property

1. All doorways shall be provided with locks which shall be under the control of the General Trades Contractor, who shall lock doors at the close of each day's work.

R. Work Hours

1. Normal work hours for this project will be as follows:
 - a. **Work Schedule:** From 7:30 am to Dusk, Monday through Friday.
 - b. **Weekend work** shall be permitted for the duration of this project from 7:30 am to Dusk only with permission of the Owner.
 - c. Contractor to verify work time restrictions of the City of Cleveland and any other jurisdictions having control over this project.

5. SUBCONTRACTORS:

A. Article 5 as set forth in the attached General Conditions shall remain unchanged.

6. WORK BY OWNER OR BY SEPARATE CONTRACTS:

A. This Section Shall Supersede any conflicts noted elsewhere in the plans and/or project manual. This Section does not limit the Scope of Work required.

ALL CONTRACTORS SHALL:

1. Review dimensions, layouts, access, utility requirement, for existing Plumbing, Heating and Ventilating and Electrical systems and submit any discrepancies in writing to the Architect before proceeding with the work.
2. Each Contractor shall be responsible for proper scheduling of delivery, unloading, temporary protection, installation, cleanup, etc., as outlined in other Sections of the project manual. Contractor desiring to deliver materials, equipment, etc., which requires special protection, ie., from weather, theft, etc., shall obtain from the Architect, written approval, prior to making delivery. Each contractor shall schedule this work at the direction of the General Trades Contractor and date approved master schedule.
3. Contractor furnishing equipment shall:
 - a. Provide all conduit, wiring, controls etc., complete to load side of the starter or disconnect when a starter or disconnect is shown and/or specified.
 - b. Provide all conduit, wiring, controls, etc., complete to junction box on the exterior of the equipment when starter and/or disconnect is now shown and/or specified.

B. Division of Responsibility1. General Trades

- a. General Trades Contractor shall furnish and install rubber base on all cabinet items furnished by this or other Contractors.
- b. General Trades Contractor shall be responsible for documentation of Weekly Job Meetings and Distribution of Meeting Minutes.
- c. The General Trades Contractor shall be responsible for the overall coordination of this project.

C. Foundations, Supports, Piers, Bases, Etc.

1. Contractors or suppliers furnishing equipment shall predetermine the size and location of such equipment foundations and shall inform the proper Contractor in order that he can provide the foundations required. Should any Contractor fail to provide such information at the proper time, they shall be required to compensate the proper Contractor for such installations with additional compensation.
 - a. All exterior pad, all foundations, piers, etc., shall be furnished and installed by the Contractor furnishing the equipment involved.
 - b. Construction of foundations, supports, pier bases, etc., shall be of same material and quality of finishes as adjacent material.
 - c. Pads shall be doveled into structural slabs, and concrete surface shall extend 6" each way beyond the general outline of the equipment.
 - d. Equipment shall be fastened to foundation by Contractor providing equipment as required by Contract Requirements and/or by Code Requirements.

D. Cooperation

1. All Contractors and Subcontractors shall coordinate their work with all adjacent work and shall cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their material. The General Trades Contractor shall be responsible for the overall schedule and overall coordination.

E. Interference's

1. Before installing any of his work, Contractor shall see that such work does not interfere with clearances required for the proper erection and finish of any other part of the work. If any work is so installed and it later develops that the original design cannot be followed because of such installation, the Contractor shall, at his own expense, make such changes in his work as necessary to permit completion of all work in accordance with the drawings and project manual.
2. It shall be the duty of each Contractor to report to the Architect any interference between his work and that of any other Contractor as soon such interference is discovered. The Architect will determine which equipment shall be relocated regardless of which was first installed and his decision shall be final.

F. Job Clean-Up

1. Owner requires clean up and/or haul away of the rubbish at any reasonable time during the construction period. If Contractor fails to do so, then Owner may have it done as outlined in 3.4.

7. MISCELLANEOUS PROVISIONS:

- A. The Architect nor Owner assumes no responsibility for the accuracy of contours, and elevations shown on the plans even though this information is the result of field investigations. The contractor shall check all aspects of site and job and determine for himself all existing conditions and submit his bid based upon his check of site and/or job conditions. No change orders will be permitted for alleged omissions from the documents that could have been identified and recognized by an inspection by the Contractor.

8. TIME:

A. Progress Schedule

1. The General Trades Contractor shall be responsible to develop and maintain an overall project schedule including the work of all other contractors.
2. In general, the work shall be scheduled to be at least 25% complete at the expiration of one-third of the Contract Time, and at least 50% complete at the expiration of half of the contract time, and at least 75% complete at the expiration of two-thirds of the Contract.
3. Copies of graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Architect with each requisition for payment. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Owner, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract Price will be paid for action taken on overtime expense incurred in maintaining scheduled progress.
3. When the rate of progress exceeds original expectations so that the work could be completed ahead of Contract Time, each trade shall take all necessary steps, to keep pace with the earlier completion date.

9. PAYMENTS AND COMPLETION:

- A. At various times during construction and particularly near the completion of the Work, the Architect may issue "Punch Lists".

- B. The Architect shall, at about the time of issuance of Certificates of Substantial Completion, list all known items needing corrections, completion, or other Work to conform with plans and project manual. The Architect shall place a dollar value for each item which shall be stated on this list. This list shall be prepared by the Architect. The Architect will present this list to the Owner, who shall have 3 days to review. The Owner and Architect by mutual agreement may adjust this Punch List during this time. At the completion of this ten day period, the Architect's punch list, (plus those items that both the Architect and Owner have mutually agreed upon), shall become the "Final Punch List". The Contractor shall have fifteen (15) days to complete punch list items. The value of any item not completed in this period, as determined by the Architect, shall be deducted from the Contract Price. The Contractor shall be paid, less credit to the Owner for unfinished punch list items. Guarantee items shall not be considered a punch list item.
- C. The completion of Work on the Punch List shall not relieve the Contractor from any provision of guarantee, warranty, etc.
- D. Payment Application and Support Data
1. Three sets of Payment Application on AIA Form G702 and G703 shall be submitted to the Architect on date determined as follows:

The 26th day of the month.

 - a. Payment will be made up to 92% of value of work in place, or stored along with proper substantial data, up to a point when project is 50% complete; thereafter no additional retainage will be withheld.

10. PROTECTION OF PERSONS AND PROPERTY:

- A. Article 10 as set forth in the attached General Conditions shall remain unchanged.

11. INSURANCE:

- A. All successful bidding contractors will be required to comply with the following insurance requirements.
- B. The Owner, Architect and their Sub-Consultants shall be named as additional insureds on the Contractors Policy.
- C. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Consultants, and Agents and Employees of any of them from and against claims, damages, losses and expenses, including, but not limited to attorney's fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense

is attributable to bodily injury, sickness, disease or health, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified thereunder.

- D. All Insurance Certificates shall contain a written thirty (30) day cancellation notice clause to the other parties of the Contract.
- E. Certificates of Insurance shall show the **Owner – Cleveland Metropolitan School District** as the certificate holder.

CONTRACTOR'S LIABILITY INSURANCE:

- a. Current State of Ohio Worker's Compensation Certificate shall be submitted to the Owner and the Architect.
- b. Unless otherwise directed by the Owner in writing, the Contractor shall assume all responsibility for the adequacy of the insurance carried by each of his subcontractors and shall, if requested, file copies of all subcontractors Insurance Certificates with the Owner and the Architect prior to the respective subcontractor's participation in the work.
Certificates to determine their adequacy in complying with the requirements of this Project Manual.

It is the Owner's responsibility to determine whether the information contained in the Certificates of Insurance are adequate and acceptable. The Architect shall not be responsible for the checking or approving of the Certificates of Insurance.

- c. The Owner's Insurance Counsel shall check the Insurance
For the duration of the Contract, the Contractor shall maintain statutory Workmen's Compensation and shall maintain Employer's Liability Insurance with minimum limits of not less than \$1,000,000.00 each accident and aggregate.

For the duration of the Contract, the Contractor shall maintain Comprehensive General Liability Insurance for Bodily Injury, including Personal Injury and Death, with limits of not less than \$5,000,000.00 per person and not less than \$5,000,000.00 each occurrence. The Contractor shall maintain Bodily Injury and Property Damage Liability Insurance with minimum limits of not less than \$5,000,000.00 per each occurrence and \$5,000,000.00 in aggregate.

Insurance shall include the following:

- a. Owner's Protective Liability ("Stop Gap" coverage with the naming of the Owner and Architect and Consultants as an additional insured for all policies).
- b. Contractor's Protective Liability.
- c. Contractual Liability for the Hold Harmless Clause.
- d. Manufacturer's or Contractor's Protective Liability.
- e. Products Liability including Completed Operations.
- f. Coverage for XCU hazards.
- g. Liability due to occurrence as well as by accident.
- h. Coverage for Premises and Operations, Construction Elevators and Hoists, Independent Contractors, Subcontractors and Completed Operations.
- i. Comprehensive Automobile Liability.
- j. Builders Risk for all tools, equipment, and materials owned by Contractors.

F. OWNER'S LIABILITY INSURANCE:

- a. Property Insurance
The Owner shall carry all property insurance as stated in the General Conditions for the building. However, it shall be the responsibility of the Contractors to carry insurance on their respective materials, tools, or other equipment owned by them or their employees including all material and work in place until the completion of the project.

12. CHANGES IN THE WORK:

- A. Delete Paragraphs .3 and .4 in Article 12.1.3 and substitute the following:
 1. The Architect shall determine quantities and cost for proposed changes and submit to Contractor for his review and concurrence. Cost of changes shall be determined as follows:
 - a. Credit for deleted Work by use of the actual costs noted in the current "Construction Pricing and Scheduling Manual", as published by the F. W. Dodge Corporation.

- b. Charges for extra work by use of the actual costs noted in the current "Construction Pricing and Scheduling Manual", referred to above, plus 15% (Overhead and Profit).
 - c. Extra charges or credits due to changes in the Work shall be made on the basis of actual labor and material, etc., involved in the change plus 7-1/2%. Labor shall be direct labor by tradesmen. It shall not involve labor of Superintendents which is expected to be in the Base Bid of the Contract and part of each Contractor's normal overhead.
- 13. UNCOVERING AND CORRECTION OF WORK:
 - A. Article 12 as set forth in the attached General Conditions shall remain unchanged.
- 14. TERMINATION OR SUSPENSION OF THE CONTACT:
 - A. Article 14 as set forth in the attached General Conditions shall remain unchanged.
- 15. TEMPORARY PROVISIONS AND FACILITIES:
 - A. Temporary Protection and Heat
 - 1. The HVAC Contractor shall maintain temporary heat from existing HVAC units. When existing HVAC Units are removed then the General Contractor shall furnish other forms of heat for all trades, and he shall take such other precautions as may be necessary to protect the Work during the freezing weather. It shall be the responsibility of this Contractor to remove and rebuild any Work that has become damaged due to freezing weather.
 - 2. The General Trades Contractor shall provide and maintain temporary, weather-tight enclosures where such are necessary to protect the Work from the elements or to maintain heat within the building. The Contractor shall hang tarpaulins in conjunction with the use of portable heaters.
 - B. Construction Water, Power and Heat
 - 1. The Contractor shall provide temporary water supply, connected to the existing lines at a point or points as approved by the Architect.
 - C. Temporary Sanitary Facilities
 - 1. The General Contractor shall provide and maintain a toilet as required for the use of Workmen during the execution of the Work under these Contracts.

D. Construction Office and Storage Shed

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1. The General Trades Contractor shall provide and maintain a central office trailer; located with the approval of the Owner.
2. Storage or Staging of products, materials, equipment, etc., at the exterior of the building shall be permitted only with the permission of the Owner. Such exterior storage shall not interfere with daily operations of the facility.

E. Trash

1. The General Trades Contractor will be responsible to provide trash removal. Disposal shall be to appropriate approved land fill sites.
2. Trash removal shall be provided by the General Trades Contractor for all other trades on the project.

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3. The General Contractor shall install and maintain a Telephone, Fax machine, and Copy machine in the construction office during the execution of the work. This equipment shall be made available to the various Contractors. This can be pay equipment at the General Trades Contractor's option.

16. TOLERANCES:

A. All measurements and sizes given, unless noted as nominal, are actual measurements and sizes and shall be so interpreted. No deviation will be allowed unless prior acceptance of such deviation has been secured from the Architect.

1. Concrete Work - As set forth in "Reinforced Concrete, A Manual of Standard Practice", latest edition.
2. Structural Steel - as set forth in "Manual of Steel Construction", latest edition.
3. Lumber as set forth in:
 - a. "National Design Specifications for Stress Grade Lumber and Its Fastenings", latest edition.
 - b. "Southern Pine Grade Use Guide", latest edition.
 - c. "Timber Construction Standards", latest edition.
4. Plywoods - as set forth in
 - a. Commercial Standard, latest edition.

- 5. Millwork - as set forth in
 - a. "Architectural Woodwork Quality Standards Illustrated", latest edition.
- 6. Acoustical Tile and Lay-In Panel Ceiling
 - a. Suspension: As set forth in specifications for such work as published by AMA, NACA, and SCMA, latest edition.
- 7. Tile - as set forth in
 - a. Latest edition of Handbook for Ceramic Tile Installations by the Tile Council of America, latest edition.

17. COMPLETION DATE:

- A. Time is of the essence - Each and every contractor, Subcontractor, and Supplier shall note that time is of the essence for completion of this Contract.
- B. Starting Date:
Contractor shall start Work immediately as outlined in Division I, Section III, Instructions to Bidders and and per the date of the written authorization to proceed as issued by the Architect.
- C. Completion Date all Work:
Including all Punch Lists, shall be completed at the end of the normal work day as outlined in Division I, Section III, Instructions to Bidders.

- D. ~~Liquidated Damages:
If the Work is not complete on above noted date, the Owner shall experience damages. Each Contractors shall be charged \$500.00 per work day until the Work is complete.~~

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