DIVISION 1 GENERAL CONDITIONS

PART 1 CONTRACT DOCUMENTS

ARTICLE 1A - DEFINITIONS

CONTRACT DOCUMENTS: THE AGREEMENT, THE INSTRUCTIONS TO BIDDERS, THESE GENERAL CONDITIONS, THE DRAWINGS AND SPECIFICATIONS, INCLUDING ALL MODIFICATIONS THEREOF INCORPORATED IN THE DOCUMENTS BEFORE THEIR EXECUTION. THESE FORM THE CONTRACT.

OWNER, CONTRACTOR AND ARCHITECT: THOSE MENTIONED AS SUCH IN THE AGREEMENT, TREATED AS IF EACH WERE OF SINGULAR NUMBER AND MASCULINE GENDER.

SUBCONTRACTOR: ONLY THOSE HAVING A DIRECT CONTRACT WITH THE CONTRACTOR INCLUDING ONE WHO FURNISHES MATERIAL WORKED TO A SPECIAL DESIGN ACCORDING TO THE PLANS OR SPECIFICATIONS OF THIS WORK, BUT DOES NOT INCLUDE ONE WHO MERELY FURNISHES MATERIAL NOT SO WORKED.

WORK, THE WORK: LABOR, EQUIPMENT OR MATERIALS OR ANY COMBINATION THEREOF.

REPAIR: CORRECTION OF FAULTY OR DAMAGED WORK TO SATISFACTION OF ARCHITECT.

NOTED: AS SHOWN OR NOTED ON DRAWINGS, IN SPECIFICATIONS OR IN ANY OTHER CONTRACT DOCUMENT.

DAYS: CALENDAR DAYS UNLESS OTHERWISE NOTED.

APPROVAL: ARCHITECT'S WRITTEN APPROVAL.

UNSATISFACTORY: UNSATISFACTORY TO ARCHITECT.

REQUIRED: AS NOTED OR AS REQUESTED BY ARCHITECT OR AS REQUIRED BY GOOD PRACTICE.

DIRECTED, APPROVED, SELECTED, REQUESTED: AS DIRECTED OR APPROVED OR SELECTED OR REQUESTED, BY ARCHITECT, IN WRITING.

SUBMIT: SUBMIT TO ARCHITECT, UNLESS OTHERWISE NOTED.

EQUAL, OR EQUAL, APPROVED EQUAL: USED AS SYNONYMS IN THE SPECIFICATIONS. ONLY MATERIALS OR EQUIPMENT THAT, IN THE OPINION OF THE ARCHITECT, ARE FULLY EQUAL IN ALL RESPECTS INCLUDED AESTHETIC CONSIDERATIONS, WILL BE CONSIDERED OR APPROVED FOR USE.

IN WRITING, WRITTEN NOTICE: DEEMED DULY SERVED IF MAILED TO OR DELIVERED IN PERSON TO THE INDIVIDUAL OR TO A MEMBER OF THE FIRM OR TO AN OFFICER OF THE CORPORATION FOR WHOM IT IS INTENDED, OR IF ENTERED IN MINUTES OF PROGRESS MEETING. REGISTERED MAIL MAY BE USED IF DESIGNED.

ARTICLE 1B - EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. *EXECUTION:* CONTRACT DOCUMENTS SHALL BE SIGNED IN DUPLICATE BY OWNER AND CONTRACTOR. IN CASE EITHER OR BOTH FAIL TO SIGN DRAWINGS OR SPECIFICATIONS, ARCHITECT SHALL IDENTIFY THEM.

2. *CORRELATION:* THE CONTRACT DOCUMENTS ARE COMPLEMENTARY; WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

3. *INTENT:* INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR, SUPERINTENDENCE, MANAGEMENT, MATERIALS, EQUIPMENT, TOOLS, PERMITS, WATER, LIGHT, POWER AND TRANSPORTATION NECESSARY FOR PROPER EXECUTION OF THE WORK WITHIN SPECIFIED TIME, EXCEPT AS OTHERWISE NOTED. MATERIALS OR WORK DESCRIBED IN WORDS WHICH SO APPLIED HAVE A WELL-KNOWN TECHNICAL OR TRADE MEANING SHALL BE HELD TO REFER TO SUCH RECOGNIZED STANDARDS. TITLES AND HEADINGS ARE FOR REFERENCE AND DO NOT LIMIT OR INTERPRET INTENT.

4. *EXCLUSION:* IT IS NOT INTENDED, THAT WORK NOT COVERED UNDER ANY HEADING, SECTION, BRANCH, CLASS OR TRADE OF SPECIFICATIONS, SHALL BE SUPPLIED UNLESS IT IS SHOWN ON DRAWINGS OR IS REASONABLY INFERABLE THEREFROM AS BEING NECESSARY TO PRODUCE THE INTENDED RESULTS.

5. *TIME LIMITS:* ALL TIME LIMITS STATED IN CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT.

ARTICLE 1C - SPECIFICATION EXPLANATION

1. *STREAMLINING:* THE SPECIFICATIONS ARE OF THE ABBREVIATED OR "STREAMLINED" TYPE AND INCLUDE INCOMPLETE SENTENCES. OMISSIONS OF WORDS OR PHRASES SUCH AS "THE CONTRACTOR SHALL", "IN CONFORMITY THEREWITH", "SHALL BE", "AS NOTED ON THE DRAWINGS", "ACCORDING TO THE PLANS", "A", "AN", "THE", AND "ALL" ARE INTENTIONAL. OMITTED WORDS OR PHRASES SHALL BE SUPPLIED BY INFERENCE IN THE SAME MANNER AS THEY ARE WHEN A "NOTE" OCCURS ON THE DRAWINGS. WORDS "SHALL BE" OR "SHALL" WILL BE SUPPLIED BY INFERENCE WHEN COLON (:) IS USED WITHIN SENTENCES OR PHRASES. UNLESS OTHERWISE NOTED, SPECIFICATIONS ARE WRITTEN AS A SERIES OF DIRECTIONS TO THE CONTRACTOR.

2. *SECTION SEPARATION:* THE SPECIFICATIONS ARE SEPARATED INTO SECTIONS FOR CONVENIENCE OF REFERENCE, SUCH SEPARATION SHALL NOT OPERATE TO MAKE ARCHITECT AN ARBITOR TO ESTABLISH SUBCONTRACT LIMITS.

ARTICLE 1D - ADDITIONAL DRAWINGS, INSTRUCTIONS

1. *DRAWINGS, INSTRUCTIONS:* THE ARCHITECT SHALL FURNISH WITH REASONABLE PROMPTNESS, ADDITIONAL INSTRUCTIONS BY MEANS OF DRAWINGS OR OTHERWISE, NECESSARY FOR PROPER EXECUTION OF THE WORK. ALL SUCH DRAWINGS AND INSTRUCTIONS SHALL BE CONSISTENT WITH CONTRACT DOCUMENTS, TRUE DEVELOPMENTS THEREOF, AND REASONABLY INFERABLE THEREFROM. EXECUTE THE WORK IN CONFORMITY THEREWITH. DO NOT WORK WITHOUT PROPER DRAWINGS AND INSTRUCTIONS.

ARTICLE 1E - REFERENCES, ABBREVIATIONS

1. *REFERENCES:* WHERE REFERENCE IS MADE TO PUBLICATIONS, TEXTS, STANDARD SPECIFICATIONS, MANUFACTURER'S DIRECTIONS OR LITERATURE, IT IS INTENDED THAT THE LATEST EDITION, IN EFFECT AT AGREEMENT EXECUTION, SHALL APPLY.

2. *ABBREVIATIONS:* SEE SCHEDULE ON DRAWINGS.

ARTICLE 1F - CLARIFICATION OF QUESTIONS, CONFLICTS

1. *CLARIFICATION:* IT IS ASSUMED THE CONTRACTOR HAS OBTAINED, PRIOR TO AWARD OF CONTRACT, CLARIFICATION OF ALL QUESTIONS AS TO INTENT OF CONTRACT DOCUMENTS, OR OF ASSUMED, OR ACTUAL CONFLICT BETWEEN TWO OR MORE ITEMS IN CONTRACT DOCUMENTS. SHOULD CONTRACTOR FAIL TO OBTAIN SUCH CLARIFICATION, THEN ARCHITECT SHALL DIRECT WORK TO PROCEED BY ANY METHOD INDICATED, SPECIFIED OR REQUIRED BY CONTRACT DOCUMENTS. SUCH DIRECTION BY ARCHITECT SHALL NOT CONSTITUTE CLAIM FOR EXTRA BY CONTRACTOR.

ARTICLE 1G - CASH ALLOWANCES

1. *GENERAL:* INCLUDE IN CONTRACT SUM ALL ALLOWANCES NAMED IN CONTRACT DOCUMENTS AND CAUSE WORK SO COVERED TO BE DONE BY SUCH CONTRACTORS AND FOR SUCH SUMS AS ARCHITECT MAY DIRECT, CONTRACT SUM BEING ADJUSTED IN CONFORMITY THEREWITH. CONTRACTOR DECLARES THAT CONTRACT SUM INCLUDES SUCH SUMS FOR EXPENSES AND PROFIT ON ACCOUNT OF CASH ALLOWANCES AS HE DEEMS PROPER. NO DEMAND FOR EXPENSES OR PROFIT OTHER THAN THOSE INCLUDED IN CONTRACT SUM SHALL BE ALLOWED. THE CONTRACTOR SHALL NOT BE REQUIRED TO EMPLOY FOR ANY SUCH WORK PERSONS AGAINST WHOM HE HAS REASONABLE OBJECTION. WHEN REQUESTED, SECURE BIDS, AS DIRECTED, FOR ITEMS COVERED UNDER ALLOWANCES.

ARTICLE 1H - COPIES FURNISHED

1. *COPIES FURNISHED:* CONTRACTOR WILL BE FURNISHED, FREE OF CHARGE, TEN COPIES OF DRAWINGS AND SPECIFICATIONS. ADDITIONAL COPIES WILL BE AVAILABLE TO CONTRACTOR AT COST OF REPRODUCTION.

ARTICLE 1J - OWNERSHIP OF DRAWINGS

1. *OWNERSHIP:* ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF ARE THE PROPERTY OF ARCHITECT. THEY ARE NOT TO BE USED ON OTHER WORK, AND, WITH EXCEPTION OF SIGNED CONTRACT SET, ARE TO BE RETURNED TO HIM ON REQUEST, AT WORK COMPLETION.

PART 2 ARCHITECT'S STATUS, INSPECTION AND DECISIONS

ARTICLE 2A - ARCHITECT'S STATUS

1. *AUTHORITY:* ARCHITECT SHALL HAVE GENERAL SUPERVISION AND DIRECTION OF THE WORK. HE IS OWNER'S AGENT ONLY TO EXTENT PROVIDED IN CONTRACT DOCUMENTS AND WHEN IN SPECIAL INSTANCES HE IS AUTHORIZED BY OWNER SO TO ACT, AND IN SUCH INSTANCES HE SHALL, UPON REQUEST, SHOW CONTRACTOR WRITTEN AUTHORITY. HE HAS AUTHORITY TO STOP WORK WHENEVER SUCH STOPPAGE MAY BE NECESSARY TO INSURE PROPER EXECUTION OF CONTRACT.

2. *CONTRACT INTERPRETATION:* AS ARCHITECT IS, IN FIRST INSTANCE, INTERPRETER OF THE CONDITIONS OF THE CONTRACT AND JUDGE OF ITS PERFORMANCE, HE SHALL SEEK NEITHER WITH OWNER NOR WITH CONTRACTOR, BUT SHALL USE HIS POWERS UNDER THE CONTRACT TO ENFORCE ITS FAITHFUL PERFORMANCE BY BOTH.

3. *CHANGE OF ARCHITECT:* IN CASE OF TERMINATION OF EMPLOYMENT OF ARCHITECT, OWNER SHALL APPOINT A CAPABLE, REPUTABLE ARCHITECT AGAINST WHOM CONTRACTOR MAKES NO REASONABLE OBJECTION, WHOSE STATUS UNDER THE CONTRACT SHALL BE THAT OF FORMER ARCHITECT, ANY DISPUTE IN CONNECTION WITH SUCH APPOINTMENT SHALL BE SUBJECT TO ARBITRATION.

ARTICLE 2B - INSPECTION OF WORK

1. *ACCESS:* THE ARCHITECT AND HIS REPRESENTATIVES, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER IT IS IN PREPARATION OR PROGRESS. PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR INSPECTION.

2. *TESTING, INSPECTION:* IF SPECIFICATIONS, ARCHITECT'S INSTRUCTIONS, LAWS, ORDINANCES OR ANY PUBLIC AUTHORITY REQUIRE ANY WORK TO BE SPECIALLY TESTED OR APPROVED, GIVE ARCHITECT TIMELY NOTICE OF ITS READINESS FOR INSPECTION, AND IF INSPECTION IS BY ANOTHER AUTHORITY THAN ARCHITECT, OF THE DATE FIXED FOR SUCH INSPECTION. SECURE PROMPTLY CERTIFICATES OF INSPECTION AND SUBMIT TO ARCHITECT. INSPECTIONS BY ARCHITECT SHALL BE PROMPTLY MADE, AND WHERE PRACTICABLE AT SOURCE OF SUPPLY. IF ANY WORK SHOULD BE COVERED UP WITHOUT APPROVAL OR CONSENT OF ARCHITECT, IT MUST, IF REQUIRED BY ARCHITECT, BE UNCOVERED FOR EXAMINATION AT CONTRACTOR'S EXPENSE.

3. *RE-EXAMINATION:* RE-EXAMINATION OF QUESTIONED WORK MAY BE ORDERED BY ARCHITECT AND IF SO ORDERED UNCOVER SUCH WORK. IF SUCH WORK BE FOUND IN ACCORDANCE WITH CONTRACT DOCUMENTS OWNER SHALL PAY COST OF RE-EXAMINATION AND REPLACEMENT. IF SUCH WORK BE FOUND NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS CONTRACTOR SHALL PAY SUCH COST, UNLESS IT BE FOUND THAT DEFECT IN WORK WAS CAUSED BY A CONTRACTOR EMPLOYED AS PROVIDED IN ARTICLE 4B. IN THAT EVENT OWNER SHALL PAY SUCH COST.

4. *VISIT OF ARCHITECT:* NO VISIT OF ARCHITECT, OR HIS REPRESENTATIVE, TO SITE SHALL BE CONSTRUED AS PASSING OR APPROVING ANY FAULTY WORK.

ARTICLE 2C - ARCHITECT'S DECISIONS

1. *GENERAL:* ARCHITECT SHALL, WITHIN REASONABLE TIME, MAKE DECISIONS ON ALL CLAIMS OF OWNER OR CONTRACTOR AND ON ALL OTHER MATTERS RELATIVE TO THE EXECUTION AND PROGRESS OF THE WORK OR INTERPRETATION OF CONTRACT DOCUMENTS.

2. *ARTISTIC EFFECT:* ARCHITECT'S DECISIONS, IN MATTERS RELATING TO ARTISTIC EFFECT, SHALL BE FINAL, IF WITHIN TERMS OF CONTRACT DOCUMENTS.

3. *ARBITRATION:* EXCEPT AS ABOVE OR AS OTHERWISE EXPRESSLY PROVIDED IN CONTRACT DOCUMENTS, ALL ARCHITECT'S DECISIONS ARE SUBJECT TO ARBITRATION.

PART 3 PATENTS, SURVEYS, PERMITS, REGULATIONS, TAXES

ARTICLE 3A - ROYALTIES AND PATENTS

1. *GENERAL:* PAY ALL ROYALTIES AND LICENSE FEES; DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS AND SAVE OWNER HARMLESS FROM LOSS ON ACCOUNT THEREOF, EXCEPT THAT OWNER SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED, BUT IF CONTRACTOR HAS INFORMATION THAT PROCESS OR ARTICLE SPECIFIED IS AN INFRINGEMENT OF A PATENT, HE SHALL BE RESPONSIBLE FOR SUCH LOSS UNLESS HE PROMPTLY GIVES SUCH INFORMATION TO ARCHITECT OR OWNER.

ARTICLE 3B - SURVEYS, PERMITS, LAWS AND TAXES

1. *SURVEYS:* UNLESS OTHERWISE SPECIFIED OWNER SHALL FURNISH ALL TOPOGRAPHICAL SURVEYS REQUIRED FOR BIDDING AND TO PROPERLY COMMENCE CONSTRUCTION WORK, INCLUDING A BASIC REFERENCE LINE AND AT LEAST TWO BENCH MARKS.

2. *PERMITS, ETC. BY OWNER:* OWNER WILL APPLY FOR, PAY FOR PERMANENT WATER CONNECTION, INCLUDING VAULT, WATER METER AND DETECTOR CHECK IF REQUIRED, OWNER WILL PAY FOR ALL AREA CONNECTION CHARGES; FOR PUBLIC WORKS AGREEMENTS INCIDENTAL TO CONTRACT WORK AND FOR EASEMENTS FOR PERMANENT STRUCTURES OR PERMANENT CHANGES IN EXISTING FACILITIES, UNLESS OTHERWISE SPECIFIED.

3. *PERMITS BY CONTRACTOR:* SECURE AND PAY FOR ALL OTHER PERMITS AND LICENSES, TEMPORARY OR PERMANENT, NECESSARY FOR PROSECUTION OF THE WORK. WHERE OWNER'S SIGNATURE IS REQUIRED FOR SUCH PERMITS AND LICENSES, PREPARE ALL NECESSARY PAPERS AND FORMS. PRESENT THEM FOR OWNER'S SIGNATURE.

4. *LAWS, REGULATIONS:* GIVE ALL NOTICES, COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS BEARING ON CONDUCT OF WORK AS DRAWN AND SPECIFIED. IF CONTRACTOR OBSERVES THAT DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, PROMPTLY NOTIFY ARCHITECT IN WRITING AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN CONTRACT FOR CHANGES IN WORK. IF CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, RULES AND REGULATIONS, AND WITHOUT SUCH NOTICE TO ARCHITECT, HE SHALL BEAR ALL COSTS ARISING THEREFROM.

5. *TAXES:* WHEREVER LAW OF PLACE OF BUILDING REQUIRES A SALES, CONSUMER, USE, OR OTHER SIMILAR TAX, PAY SUCH TAX, OWNER WILL PAY FOR REAL ESTATE TAXES AND ASSESSMENTS.

6. *TAX EXEMPTION:* WHEN PROJECT IS EXEMPT FROM PROVISIONS OF SALES TAX LAWS, THE AMOUNT OF SAID TAXES IS NOT TO BE INCLUDED AS PART OF CONSTRUCTION COST. DO NOT USE EXEMPTION NUMBER OF OWNER, INSTEAD, FILE A STATEMENT OF INTENDED USE WITH VENDOR AT TIME OF PURCHASE.

PART 4 CHANGES, DELAYS, CLAIMS FOR EXTRA COST

ARTICLE 4A - CHANGES IN THE WORK

1. *CHANGES, EXTRA WORK:* OWNER, WITHOUT INVALIDATING CONTRACT, MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING TO OR DEDUCTING FROM WORK, CONTRACT SUM BEING ADJUSTED ACCORDINGLY. SUBMIT ESTIMATE INDICATING QUANTITIES AND COST OF WORK, IF SO DIRECTED, EXECUTE EXTRA WORK UNDER CONDITIONS OF ORIGINAL CONTRACT EXCEPT THAT ANY CLAIM FOR EXTENTION OF TIME CAUSED THEREBY SHALL BE ADJUSTED AT TIME OF ORDERING SUCH CHANGE. OBTAIN CONSENT OF SURETY WHEN NECESSARY.

2. *INSTRUCTIONS:* IN GIVING INSTRUCTIONS, ARCHITECT SHALL HAVE AUTHORITY TO MAKE MINOR CHANGES IN WORK, NOT INVOLVING EXTRA COST, AND NOT INCONSISTENT WITH PURPOSES OF THE BUILDING, BUT OTHERWISE, EXCEPT IN AN EMERGENCY ENDANGERING LIFE OR PROPERTY, NO EXTRA WORK OR CHANGE SHALL BE MADE UNLESS IN PURSUANCE OF A WRITTEN ORDER FROM OWNER SIGNED OR COUNTERSIGNED BY ARCHITECT, OR A WRITTEN ORDER FROM ARCHITECT STATING THAT OWNER HAS AUTHORIZED THE EXTRA WORK OR CHANGE, AND NO CLAIM FOR AN ADDITION TO CONTRACT SUM SHALL BE VALID UNLESS SO ORDERED.

3. *DETERMINATION OF VALUE:* VALUE OF ANY SUCH EXTRA WORK OR CHANGE SHALL BE DETERMINED IN ONE OR MORE OF FOLLOWING WAYS:

   (A) BY ESTIMATE AND ACCEPTANCE IN A LUMP SUM.

   (B) BY UNIT PRICES NAMED IN CONTRACT OR SUBSEQUENTLY AGREED UPON.

   (C) BY COST AND PERCENTAGE OR BY COST AND A FIXED FEE. COST SHALL INCLUDE BOND, LABOR, INCLUDING FOREMEN, MATERIALS, USE OF EQUIPMENT AS AGREED, POWER, INSURANCE, SOCIAL SECURITY, OLD AGE AND EMPLOYMENT CONTRIBUTIONS.

   IF NONE OF ABOVE METHODS IS AGREED UPON, CONTRACTOR, PROVIDED HE RECEIVES AN ORDER AS ABOVE, SHALL PROCEED WITH WORK. IN SUCH CASE AND ALSO UNDER CASE (C), HE SHALL KEEP AND PRESENT IN SUCH FORM AS ARCHITECT MAY DIRECT, A CORRECT ACCOUNT OF THE COST, TOGETHER WITH VOUCHERS. IN ANY CASE, ARCHITECT SHALL CERTIFY TO AMOUNT DUE TO CONTRACTOR, INCLUDING 15% OF COST FOR SUCH WORK FOR OVERHEAD AND PROFIT UNLESS OTHERWISE NOTED. PENDING FINAL DETERMINATION OF VALUE, PAYMENTS ON ACCOUNT OF CHANGES SHALL BE MADE ON ARCHITECT'S CERTIFICATE.

4. *SUBSURFACE CONDITIONS:* SHOULD CONDITIONS ENCOUNTERED BELOW SURFACE OF GROUND BE AT VARIANCE WITH CONDITIONS INDICATED BY DRAWINGS AND SPECIFICATIONS GIVE NOTICE IMMEDIATELY. CONTRACT SUM SHALL BE EQUITABLY ADJUSTED UPON CLAIM BY EITHER PARTY MADE WITHIN A REASONABLE TIME AFTER FIRST OBSERVANCE OF CONDITIONS.

ARTICLE 4B - COMPLETION TIME, DELAYS, EXTENSION

1. *COMPLETION:* AS PER CONTRACT, DATE OF BEGINNING AND TIME FOR COMPLETION, WHEN DEFINED, ARE ESSENTIAL CONDITIONS OF THE CONTRACT. PROSECUTE WORK REGULARLY, DILIGENTLY AND UNINTERRUPTEDLY TO INSURE FULL COMPLETION WHEN INDICATED. INDICATED TIME CONSIDERS AVERAGE CLIMATIC RANGE AND USUAL INDUSTRIAL CONDITIONS IN LOCALITY OF WORK.

2. *LIQUIDATED DAMAGES:* WHEN INDICATED IN CONTRACT, CONTRACTOR AGREES, AS PART CONSIDERATION OF AWARD CONTRACT TO HIM, TO PAY LIQUIDATED DAMAGES FOR BREACH OF CONTRACT FOR EACH CALENDAR DAY BEYOND TIME STIPULATED FOR COMPLETION EXCEPT AS DEFINED IN SUB-ARTICLE #3, "DELAYS, EXTENSIONS", IMMEDIATELY BELOW. AMOUNT INDICATED FOR LIQUIDATED DAMAGES IS AGREED TO BE AMOUNT OF DAMAGES OWNER WOULD SUSTAIN.

3. *DELAYS, EXTENSIONS:* IF CONTRACTOR BE DELAYED AT ANY TIME IN PROGRESS OF WORK BY ANY ACT OR NEGLECT OF OWNER OR ARCHITECT, OR BY ANY EMPLOYEE OF EITHER, OR BY ANY SEPARATE CONTRACTOR EMPLOYED BY OWNER, OR BY CHANGES ORDERED IN WORK, OR BY STRIKES, LOCKOUTS, UNUSUAL DELAY IN TRANSPORTATION, UNAVOIDABLE CASUALTIES OR ANY CAUSES BEYOND CONTRACTOR'S CONTROL, OR BY DELAY AUTHORIZED BY ARCHITECT PENDING ARBITRATION, OR BY ANY CAUSE WHICH ARCHITECT SHALL DECIDE TO JUSTIFY DELAY, THEN TIME OF COMPLETION SHALL BE EXTENDED FOR SUCH REASONABLE TIME AS ARCHITECT MAY DECIDE. NO SUCH EXTENSION SHALL BE MADE FOR DELAY OCCURRING MORE THAN SEVEN DAYS BEFORE CLAIM THEREFOR IS MADE IN WRITING TO ARCHITECT. IN THE CASE OF A CONTINUING CAUSE OF DELAY, ONLY ONE CLAIM IS NECESSARY.

4. *DRAWING SCHEDULE:* IF NO SCHEDULE OR AGREEMENT STATING DATES UPON WHICH DRAWINGS SHALL BE FURNISHED IS MADE, THEN NO CLAIM FOR DELAY SHALL BE ALLOWED ON ACCOUNT OF FAILURE OF ARCHITECT TO FURNISH DRAWINGS UNTIL TWO WEEKS AFTER DEMAND FOR SUCH DRAWINGS AND NOT THEN UNLESS SUCH CLAIM BE REASONABLE.

5. *OTHER DAMAGES:* THIS ARTICLE DOES NOT EXCLUDE RECOVERY OF DAMAGES FOR DELAY BY EITHER PARTY UNDER OTHER PROVISIONS IN CONTRACT DOCUMENTS.

ARTICLE 4C - CLAIMS FOR EXTRA COST

1. *CLAIMS:* IF CONTRACTOR CLAIMS THAT ANY INSTRUCTIONS BY DRAWINGS OR OTHERWISE INVOLVE EXTRA COST UNDER THIS CONTRACT, HE SHALL GIVE THE ARCHITECT WRITTEN NOTICE THEREOF WITHIN A REASONABLE TIME AFTER THE RECEIPT OF SUCH INSTRUCTIONS, AND IN ANY EVENT BEFORE PROCEEDING TO EXECUTE THE WORK, EXCEPT IN EMERGENCY ENDANGERING LIFE OR PROPERTY, AND THE PROCEDURE SHALL THEN BE AS PROVIDED IN ARTICLE 4A. NO SUCH CLAIM SHALL BE VALID UNLESS SO MADE.

PART 5 GENERAL GUARANTEE, INSURANCE, BONDS

ARTICLE 5A - CONTRACTOR'S GENERAL GUARANTEE (SEE ALSO ARTICLE 13F)

1. *GUARANTEE:* REMEDY ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND PAY FOR ANY DAMAGE TO OTHER WORK RESULTING THEREFROM, WHICH SHALL APPEAR WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF FINAL PAYMENT, OR FROM THE DATE OF OWNER'S SUBSTANTIAL USAGE OR OCCUPANCY OF PROJECT, WHICHEVER IS EARLIER, AND IN ACCORDANCE WITH TERMS OF ANY SPECIAL GUARANTEES PROVIDED IN CONTRACT. NEITHER FOREGOING NOR ANY PROVISION IN CONTRACT DOCUMENTS, NOR ANY SPECIAL GUARANTEE TIME LIMIT, SHALL BE HELD TO LIMIT CONTRACTOR'S LIABILITY FOR DEFECTS, TO LESS THAN LEGAL LIMIT OF LIABILITY IN ACCORDANCE WITH LAW OF THE PLACE OF BUILDING.

2. *NOTICE, QUESTIONS:* OWNER SHALL GIVE NOTICE OF OBSERVED DEFECTS WITH REASONABLE PROMPTNESS. ALL QUESTIONS ARISING UNDER THIS ARTICLE SHALL BE DECIDED BY ARCHITECT, NOTWITHSTANDING FINAL PAYMENT.

ARTICLE 5B - CONTRACTOR'S LIABILITY INSURANCE

1. *INSURANCE:* CONTRACTOR SHALL MAINTAIN SUCH INSURANCE AS WILL PROTECT HIM FROM CLAIMS UNDER WORKMEN'S COMPENSATION ACTS AND OTHER EMPLOYEE BENEFITS ACTS, FROM CLAIMS FOR DAMAGES BECAUSE OF BODILY INJURY, INCLUDING DEATH, AND FROM CLAIMS FOR DAMAGES TO PROPERTY WHICH MAY ARISE BOTH OUT OF AND DURING OPERATIONS UNDER THIS CONTRACT, WHETHER SUCH OPERATIONS BE BY HIMSELF OR BY ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.

2. *AMOUNTS:* INSURANCE SHALL BE WRITTEN FOR NOT LESS THAN THE FOLLOWING AMOUNTS:

PUBLIC LIABILITY.	
BODILY INJURY EACH PERSON	$100,000
BODILY INJURY EACH ACCIDENT	300,000
PROPERTY DAMAGE.	
DAMAGE EACH ACCIDENT	50,000
DAMAGE - AGGREGATE	100,000

3. *CERTIFICATES:* FILE CERTIFICATES OF SUCH INSURANCE WITH OWNER AND ARCHITECT BEFORE WORK IS STARTED. CERTIFICATES MUST CONTAIN ENDORSEMENT THAT POLICY CANNOT BE CANCELLED OR MATERIALLY ALTERED BY AFTER OWNER HAS RECEIVED REGISTERED MAIL WRITTEN NOTICE.

ARTICLE 5C - OWNER'S LIABILITY INSURANCE

1. *LIABILITY INSURANCE:* OWNER SHALL BE RESPONSIBLE FOR AND AT HIS OPTION MAY MAINTAIN SUCH INSURANCE AS WILL PROTECT HIM FROM HIS CONTINGENT LIABILITY TO OTHERS FOR DAMAGES BECAUSE OF BODILY INJURY, INCLUDING DEATH, WHICH MAY ARISE FROM OPERATIONS UNDER THIS CONTRACT, AND ANY OTHER LIABILITY FOR DAMAGES WHICH CONTRACTOR IS REQUIRED TO INSURE UNDER ANY PROVISION OF THIS CONTRACT.

ARTICLE 5D - FIRE INSURANCE WITH EXTENDED COVERAGE

1. *FIRE INSURANCE:* UNLESS OTHERWISE PROVIDED, OWNER SHALL EFFECT AND MAINTAIN FIRE INSURANCE WITH EXTENDED COVERAGE UPON ENTIRE STRUCTURE ON WHICH WORK OF THIS CONTRACT IS TO BE DONE TO ONE HUNDRED PER CENT OF THE INSURABLE VALUE THEREOF, INCLUDING ITEMS OF LABOR AND MATERIALS CONNECTED THEREWITH WHETHER IN OR ADJACENT TO STRUCTURE INSURED, MATERIALS IN PLACE OR TO BE USED AS PART OF PERMANENT CONSTRUCTION, INCLUDING SURPLUS MATERIALS, SHANTIES, PROTECTIVE FENCES, BRIDGES, TEMPORARY STRUCTURES, MISCELLANEOUS MATERIALS AND SUPPLIES INCIDENT TO WORK, AND SUCH SCAFFOLDINGS, STAGINGS, TOWERS, FORMS, AND EQUIPMENT AS ARE NOT OWNED OR RENTED BY CONTRACTOR. THE COST OF WHICH IS INCLUDED IN THE COST OF THE WORK.

2. *EXCLUSIONS:* THIS INSURANCE DOES NOT COVER ANY TOOLS OWNED BY MECHANICS, ANY TOOLS, EQUIPMENT, SCAFFOLDING, STAGING, TOWERS AND FORMS OWNED OR RENTED BY CONTRACTOR, CAPITAL VALUE OF WHICH IS NOT INCLUDED IN THE COST OF WORK, OR ANY COOK SHANTIES, BUNK HOUSES OR OTHER STRUCTURES ERECTED HOUSING WORKMEN. LOSS, IF ANY, IS TO BE MADE ADJUSTABLE WITH AND PAYABLE TO OWNER AS TRUSTEE FOR INSURED OR OWNER AND SUBCONTRACTORS AS THEIR INTERESTS MAY APPEAR, EXCEPT IN SUCH CASES AS MAY REQUIRE PAYMENT OF ALL OR A PROPORTION OF SAID INSURANCE TO BE MADE TO A MORTGAGEE AS HIS INTERESTS MAY APPEAR.

3. *CERTIFICATES:* CERTIFICATES OF SUCH INSURANCE SHALL BE FILED WITH CONTRACTOR IF HE SO REQUIRES.

4. *FAILURE TO INSURE:* IF OWNER FAILS TO EFFECT OR MAINTAIN INSURANCE AS ABOVE AND SO NOTIFIES CONTRACTOR, CONTRACTOR MAY INSURE HIS OWN INTERESTS AND THAT OF SUBCONTRACTORS AND CHARGE COST THEREOF TO OWNER. IF CONTRACTOR IS DAMAGED BY FAILURE OF OWNER TO MAINTAIN SUCH INSURANCE OR TO SO NOTIFY CONTRACTOR, HE SHALL RECOVER AS STIPULATED IN CONTRACT FOR RECOVERY OF DAMAGES.

5. *SPECIAL INSURANCE:* IF OTHER SPECIAL INSURANCE NOT HEREIN PROVIDED FOR IS REQUIRED BY CONTRACTOR, OWNER SHALL EFFECT SUCH INSURANCE AT CONTRACTOR'S EXPENSE BY APPROPRIATE RIDERS TO HIS FIRE INSURANCE POLICY.

6. *LIMIT OF LIABILITY:* OWNER, CONTRACTOR, AND ALL SUBCONTRACTORS WAIVE ALL RIGHTS, EACH AGAINST THE OTHERS, FOR DAMAGES CAUSED BY FIRE OR OTHER PERILS COVERED BY INSURANCE PROVIDED FOR UNDER TERMS OF THIS CONTRACT, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO PROCEEDS OF INSURANCE HELD BY OWNER AS TRUSTEE.

7. *EXISTING PROPERTY:* OWNER SHALL BE RESPONSIBLE FOR AND AT HIS OPTION MAY INSURE AGAINST LOSS OF USE OF HIS EXISTING PROPERTY DUE TO FIRE OR OTHER CAUSES, HOWEVER CAUSED. IF REQUIRED IN WRITING BY ANY PARTY IN INTEREST, OWNER SHALL FURNISH, AS SOON AS HE HAS FACTS, LOSS, GIVE BOND FOR PROPER PERFORMANCE OF HIS DUTIES. HE SHALL DEPOSIT ANY MONEY RECEIVED FROM INSURANCE IN AN ACCOUNT SEPARATE FROM ALL HIS OTHER FUNDS AND HE SHALL DISTRIBUTE IT IN ACCORDANCE WITH SUCH AGREEMENT AS PARTIES IN INTEREST MAY REACH, OR UNDER AN AWARD OF ARBITRATORS APPOINTED, ONE BY OWNER, ANOTHER BY JOINT ACTION OF OTHER PARTIES IN INTEREST, ALL OTHER PROCEDURE BEING AS PROVIDED ELSEWHERE IN THE CONTRACT FOR ARBITRATION. IF AFTER LOSS NO SPECIAL AGREEMENT IS MADE, REPLACEMENT OF INJURED WORK SHALL BE ORDERED AND EXECUTED AS PROVIDED FOR CHANGES IN WORK.

8. *SETTLEMENT:* TRUSTEE SHALL HAVE POWER TO ADJUST AND SETTLE ANY LOSS WITH INSURERS UNLESS ONE OF CONTRACTORS INTERESTED SHALL OBJECT IN WRITING WITHIN THREE WORKING DAYS OF OCCURRENCE OF LOSS, AND THEREUPON ARBITRATORS SHALL BE CHOSEN AS ABOVE. TRUSTEE SHALL IN THAT CASE MAKE SETTLEMENT WITH INSURERS IN ACCORDANCE WITH DIRECTIONS OF SUCH ARBITRATORS, WHO SHALL ALSO, IF DISTRIBUTION BY ARBITRATION IS REQUIRED, DIRECT SUCH DISTRIBUTION.

ARTICLE 5E - GUARANTY BONDS

1. *BOND:* OWNER SHALL HAVE RIGHT, PRIOR TO SIGNING OF CONTRACT, TO REQUIRE CONTRACTOR TO FURNISH BOND COVERING FAITHFUL PERFORMANCE OF CONTRACT AND PAYMENT OF ALL OBLIGATIONS ARISING THEREUNDER, IN SUCH FORM AS OWNER MAY PRESCRIBE AND WITH SU