

January 24, 2005

PROJECT MANUAL  
FOR

**Renovations To  
Edwards Warehouse  
Cox Communications, Inc.  
342 Edwards Avenue  
Harahan , Louisiana 70123**

**Project No. 9514**

\*\*\*\*\*

**Mathes Brierre**  
**A R C H I T E C T S**

A Professional Architectural Corporation  
201 St. Charles Avenue  
Forty-First Floor  
New Orleans, Louisiana 70170-4100  
Voice 504.586.9303 Fax 504.582.1305



**TABLE OF CONTENTS**

---

**BIDDING AND CONTRACTUAL DOCUMENTS**

SECTION 00020	INVITATION TO BID
SECTION 00100	INSTRUCTIONS TO BIDDERS
SECTION 00310	FORM OF PROPOSAL
SECTION 00500	CONTRACT AGREEMENT FORMS AND BONDS Contract For Construction
SECTION 00600	BOND FORM

**DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01010	SUMMARY OF WORK Request For Information form
SECTION 01040	CUTTING AND PATCHING
SECTION 01120	ALTERATION PROJECT PROCEDURES
SECTION 01200	PROJECT MEETINGS
SECTION 01290	PATMENT PROCEDURES
SECTION 01300	SUBMITTALS "Round-Robin" Transmittal form
SECTION 01410	TESTING LABORATORY SERVICES
SECTION 01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
SECTION 01562	TEMPORARY DUST PARTITIONS
SECTION 01600	MATERIALS AND EQUIPMENT
SECTION 01700	PROJECT CLOSEOUT

**DIVISION 2 - SITEWORK**

SECTION 02070	SELECTIVE DEMOLITION
SECTION 02281	SOIL TREATMENT FOR TERMITE CONTROL
SECTION 02315	EXCAVATION AND FILL
SECTION 02460	HELICAL STEEL PILES
SECTION 02830	CHAIN LINK FENCES AND GATES

**DIVISION 3 - CONCRETE**

SECTION 03100	CONCRETE WORK
SECTION 03350	CONCRETE FLOORS - SEALED

**DIVISION 4 - MASONRY**

SECTION 04100	MORTAR
SECTION 04200	UNIT MASONRY



**DIVISION 5 - METALS**

SECTION 05120	STRUCTURAL STEEL
SECTION 05210	STEEL JOISTS
SECTION 05311	STEEL FLOOR DECK
SECTION 05400	COLD-FORMED METAL FRAMING
SECTION 05500	METAL FABRICATIONS
SECTION 05510	PREFABRICATED METAL STAIRS
SECTION 05522	RAILINGS AND GATES

**DIVISION 6 - CARPENTRY**

SECTION 06100	CARPENTRY
SECTION 06410	ARCHITECTURAL WOODWORK

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

SECTION 07130	LIQUID APPLIED VAPOR/AIR BARRIER MEMBRANE
SECTION 07145	CRYSTALLINE WATERPROOFING
SECTION 07210	BUILDING INSULATION
SECTION 07400	METAL ROOFING AND SIDING
SECTION 07900	JOINT SEALERS

**DIVISION 8 - DOORS AND WINDOWS**

SECTION 08112	STEEL DOORS AND FRAMES
SECTION 08381	DOUBLE ACTING IMPACT TRAFFIC DOOR
SECTION 08520	ALUMINUM WINDOWS
SECTION 08710	DOOR HARDWARE
SECTION 08800	GLASS AND GLAZING

**DIVISION 9 - FINISHES**

SECTION 09260	GYPSUM BOARD SYSTEMS
SECTION 09511	SUSPENDED ACOUSTICAL CEILINGS
SECTION 09660	RESILIENT TILE FLOORING
SECTION 09688	CARPET
SECTION 09900	PAINTING

**DIVISION 10 - SPECIALTIES**

SECTION 10165	PLASTIC LAMINATE TOILET COMPARTMENTS
SECTION 10522	FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES
SECTION 10800	TOILET ACCESSORIES



**DIVISION 11 - EQUIPMENT**

SECTION 11160          TRANSPARENT STRIP DOOR CURTAINS

**DIVISION 12 - FURNISHINGS**

NOT USED

**DIVISION 13 - 14**

SECTION 14245          HYDRAULIC ELEVATORS

**DIVISION 15 - MECHANICAL**

SECTION 15010          MECHANICAL GENERAL PROVISIONS

SECTION 15400          PLUMBING SYSTEMS

SECTION 15600          HEATING, VENTILATING AND AIR CONDITIONING

SECTION 15650          HEATING, VENTILATING AND AIR CONDITIONING CONTROL SYSTEMS

**DIVISION 16 - ELECTRICAL**

SECTION 16010          ELECTRICAL GENERAL PROVISIONS

SECTION 16100          ELECTRICAL BASIC MATERIALS AND METHODS

SECTION 16400          ELECTRICAL SERVICE AND DISTRIBUTION SYSTEM

SECTION 16500          ELECTRICAL LIGHTING

SECTION 16600          ELECTRICAL SPECIAL SYSTEMS

**END OF TABLE OF CONTENTS**



**INVITATION TO BID****SECTION 00020**

**PROJECT: Renovations To  
Edwards Warehouse  
Cox Communications, Inc.  
342 Edwards Avenue  
Harahan , Louisiana 70123  
Project No. 9514**

**BID DATE AND TIME:** No later than 2:00 p.m. on **February 22, 2005**.

**PROPOSALS:**

Sealed proposals will be received in the offices of Mathes Brierre Architects, A Professional Architectural Corporation, 201 St. Charles Avenue, Forty-First Floor, New Orleans, Louisiana for furnishing all labor, materials, and equipment to complete the above-mentioned project in accordance with the Contract Documents.

Only Contractors, subcontractors and sub-subcontractors licensed by the State of Louisiana (RS: 2150-2163) at the time of document requisition by them, can obtain bid documents. The license number must be given to the Architect at the time documents are to be distributed.

The bids will be opened privately.

Pre-Bid Meeting: There will be a mandatory pre-bid meeting at **8:30 a.m.** on **February 11, 2005**, held at the warehouse building, which is the third building from Edwards Avenue on the right side.

Any bid received after the date and hour stated above will be returned unopened. No bid may be withdrawn after the closing time for receipt of bids for at least sixty (60) days. The Owner reserves the right to reject any and all bids and waive all informalities.

**DEPOSITS FOR DRAWINGS AND PROJECT MANUALS:**

Drawings, Project Manual and Proposal Forms may be obtained from the office of The Mathes Group, A Professional Architectural Corporation, 201 St. Charles Avenue, Forty-First Floor, New Orleans, Louisiana, for a deposit, for each complete set of Drawings and Project Manual of:

**One Hundred Dollars and No/100ths (\$100.00)**

The full deposit for the first set of documents will be refunded to each General Contractor who submits a bona fide bid. For all other sets of documents, including those for subcontractors and material suppliers, the amount deposited less cost of reproduction for each set will be refunded. The said refunds will only be made for complete sets of Documents returned in good condition within ten (10) days after date of opening bids.

**END OF SECTION**



**INSTRUCTIONS TO BIDDERS****SECTION 00100****QUALIFICATIONS OF BIDDERS**

Only the bids of Contractors licensed under Chapter 24 of the Louisiana State Legislature will be considered. The Bidder shall certify that he is licensed under R.S. 37:2150-2163, and show his license number on the Form of Proposal above his signature.

**EXAMINATION OF BIDDING DOCUMENTS**

Each bidder shall examine the bidding documents and site carefully and shall, not later than seven (7) days prior to the date of receipt of bids, make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an addendum by the Architect. Only interpretation or correction by addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

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

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

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

**ADDENDA**

Prior to receipt of bids, addenda will be forwarded to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.

Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under this bid, provided said addendum was sent by telegram, or by U.S. Mail to the address furnished by the Bidder for transmittal by mail. Bidder shall further acknowledge receipt of all Addendum in the Form of Proposal and if not so indicated, the proposal will be rejected. Contractor is responsible to verify receipt of all addenda issued.

No addenda will be issued during the seventy two (72) hours immediately preceding the bid date and time.

**DEFINITIONS**

Definitions set forth in the "General Conditions" apply to the Bidding Documents, which include the "Invitation to Bid", the "Instructions to Bidders", the "Form of Proposal" and the proposed "Contract Documents".

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including Drawings and Project Manual, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents upon execution of the agreement.

### **PREPARATION OF BID FORM**

Bids must be made out in writing and in figures using the unaltered Form of Proposal furnished by the Architect. Any other Form of Proposal or deviation furnished may render the bid informal and cause its rejection. The Bidder shall complete all blank spaces on his proposal form. Each bid must be placed in a sealed envelope addressed to the Owner.

All bids must be signed by the Contractor and, in case of a firm or corporation, the party signing the bid for said firm or corporation must file with bid legal evidence of his authority to sign said bid.

Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

### **PERFORMANCE AND PAYMENT BONDS**

Performance and payment bonds are required for the work to be performed..

The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract

### **SUBMISSION OF BID**

Sealed proposals will be received by the Owner at the time, date and place stated in the "Invitation to Bid".

Plainly mark on the outside of the envelope the name, Contractor's license number, and the address of the Bidder and the name of the contents. No Bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty days (60) after the time agreed upon for the receipt of bids.

### **BIDDERS REPRESENTATIONS**

Each Contractor in submitting his bid represents that he has read and understood the Contract Documents and has visited the site and determined for himself all existing conditions visually discernible and/or reasonably inferrible from the Contract Documents or his particular knowledge of this particular type of project and has familiarized himself with the local conditions under which the work is to be performed; and he shall be responsible for same.

He shall also determine which laws and/or regulations will affect the prosecution of the Work and for which he will be responsible. His failure to do so shall not relieve him of the responsibility of carrying out the work outlined on the drawings or mentioned in the specifications.

He has compared the site with the Contract Documents and satisfied himself of the conditions of the site access, and all other matters that may be incidental to the work, before submitting his proposal. No allowance will subsequently be made to the successful Bidder by reason of any error or omission on his part due to his neglect in complying with the requirements of this article.

### **REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids and to waive any informalities incident thereto; and to award the contract on the lump sum base bid or any combination of alternate proposals as he sees fit.

### **EXECUTION OF CONTRACT**

The Owner reserves the right to accept any bid, and to reject any and all Bids, or to negotiate contract terms with the various bidders, when such is deemed by the Owner to be in his best interest.

Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.

### **PRIOR APPROVAL OF SUBCONTRACTORS**

The bid proposal shall be based on the use of the approved subcontractors listed or prior approval as indicated below.

Should the Contractor desire to utilize subcontractors other than those specifically listed hereinafter, he must submit in writing, their names and qualifications at least seven (7) business days prior to the bidding date. Subcontractors who are subsequently approved shall be listed in an addendum item prior to the bid date. Requests for additional approval shall be entertained only from the General Contractor, and not from the various subcontractors who may desire approval.

#### **Approved Painting and Drywall Subcontractors**

All American Decorating Service, Inc.  
Becnel & Associates  
Buie Painting Co.  
Commercial Painting Company, Inc.  
Hardin Construction Company, Inc.  
Interior Systems of Louisiana  
King & Company, Inc.  
Laneco Construction Services, Inc.  
Byron Montz, Inc.  
Ramco Construction, Inc.  
Gordon Stewart  
Strahan Painting Co.  
Vairin Paint, Inc

**Approved Flooring Subcontractors**

Division 9

King & Company, Inc.

Modern Flooring & Interiors, Inc.

Paul Sita Company, Inc.

Sun Interiors

Craft Coswell

**Approved Electrical Subcontractors**

Walter J. Barnes Electric Co., Inc.

Fisk Electric Company

Frischhertz Electric Company, Inc.

Heritage Electric

H.T.E. Electric

MCC Electric

Northside Electric Company

Sharp Electric Company, Inc.

Specialty Construction Services

**Approved Mechanical Subcontractors**

Bremermann Mechanical, Inc.

Gallo Mechanical Contractors

Gootee Construction, Inc.

Industrial and Mechanical Contractors, Inc.

Mechanical Construction Company LLC

Towers Mechanical Contractors, Inc.

VAC Construction Company, Inc.

**END OF SECTION**

**FORM OF PROPOSAL**  
(Submit in Duplicate)

Date:

**PROJECT: Renovations To  
Edwards Warehouse  
Cox Communications, Inc.  
342 Edwards Avenue  
Harahan , Louisiana 70123  
Project No. 9514**

Dear Sir:

The undersigned, as Bidder, declares that he has examined the site and areas of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the plans and specifications for the work and the contractual documents relative thereto, and that he has satisfied himself regarding the work to be performed.

**Lump Sum Bid:** The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the Standard Form of Contract, referred to in the specifications, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, and labor necessary to complete the construction of the above-captioned project in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the plans and specifications and other contractual documents for the lump sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Alternates:** In addition to the base bid, I (we) hereby quote the following alternate price to be added to the base bid price:

**Alternate No. 1:** Furnish and install new canopy at the rear of the building as indicated on the drawings.

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which does not change the Contract time.

**Alternate No. 2:** Furnish and install all data and telephone cabling as indicated on the drawings, homerunning the cabling and attaching to the backboard and/or patch panel in the Electrical Room. Provide adequate cabling length to extend to Owner furnished equipment in the room, for final connection by the Owner.

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which does not change the Contract time

**Contract Time:** The Bidder agrees, if awarded the Contract, he will commence work within ten (10) days after receipt of Notice to Proceed and complete all work embodied in the Contract within \_\_\_\_\_ consecutive calendar days from the date of the Notice to Proceed.



**Addendum Receipt:** I (or we) have received the following Addenda and have included their provisions in my Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

This bid is made with the understanding that the right is reserved by the Owner to accept any or reject any and all bids and to waive all informalities to them.

It is further agreed that this bid may not be withdrawn for a period of sixty (60) days from the date of opening.

**Performance and Payment Bond:** The undersigned agrees, if awarded the Contract, to execute and deliver to the Architect prior to signing of the Contract, a satisfactory bond in the form attached, in an amount equal to the contract sum.

**EMPLOYER'S REGISTRATION:**

My employer's Registration/Number under the Social Security Act of the United States is \_\_\_\_\_

My employer's Registration/Number under the State of Louisiana is \_\_\_\_\_

NOTE: If the Bidder is a corporation, write state of incorporation under signature, and if a partnership, give full name of all partners.

Respectfully submitted,

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By



**CONTRACT AGREEMENT FORMS AND BONDS****SECTION 00500****CONTRACT AGREEMENT FORM:**

The "Contract For Construction" form, following this section, will be used. The basis of payment is a Stipulated Sum.

**PERFORMANCE AND PAYMENT BONDS:**

Prior to the Owner signing the Contract agreement, he will require the Contractor to furnish Performance and Payment Bonds covering the faithful performance of the Construction Contract Agreement. The Performance Bond and the Payment Bond shall each be made out in one hundred percent (100%) of the Contract amount. The Performance and Payment Bond shall be issued by a company approved by the Owner.

The Performance and Payment Bond Form shall be as bound herein. The bond shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney in order that one copy of each may be attached to each copy of the Contract Agreement.

The Contractor shall include in his proposal amount the total premiums for the performance and payment bonds. He shall furnish to the Owner, along with his proposal, a certification by the bonding company, on the bonding company letterhead, stating that it will furnish the required bonds for the Contractor if said Contractor is awarded the job.

**INSURANCE REQUIREMENT:**

Refer to the "Supplementary Conditions" for description of the required insurance certificates. Provide five (5) copies each of insurance certificates in order that one copy may be attached to each copy of the Contract Agreement.

**END OF SECTION**



**FORM OF PROPOSAL**  
(Submit in Duplicate)

Date:

**PROJECT: Renovations To  
Edwards Warehouse  
Cox Communications, Inc.  
342 Edwards Avenue  
Harahan , Louisiana 70123  
Project No. 9514**

Dear Sir:

The undersigned, as Bidder, declares that he has examined the site and areas of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the plans and specifications for the work and the contractual documents relative thereto, and that he has satisfied himself regarding the work to be performed.

**Lump Sum Bid:** The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the Standard Form of Contract, referred to in the specifications, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, and labor necessary to complete the construction of the above-captioned project in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the plans and specifications and other contractual documents for the lump sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Alternates:** In addition to the base bid, I (we) hereby quote the following alternate price to be added to the base bid price:

**Alternate No. 1:** Furnish and install new canopy at the rear of the building as indicated on the drawings.

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which does not change the Contract time.

**Alternate No. 2:** Furnish and install all data, telephone and RF cabling as indicated on the drawings, homerunning the cabling and attaching to the backboard and/or patch panel in the Electrical Room. Provide adequate cabling length to extend to Owner furnished equipment in the room, for final connection by the Owner.

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which does not change the Contract time



**Contract Time:** The Bidder agrees, if awarded the Contract, he will commence work on January 17, 2005 and fully complete all Work embodied in the Contract on or before April 15, 2005 based on an issuance of a Notice to Proceed no later than January 14, 2005.

**Addendum Receipt:** I (or we) have received the following Addenda and have included their provisions in my Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

This bid is made with the understanding that the right is reserved by the Owner to accept any or reject any and all bids and to waive all informalities to them.

It is further agreed that this bid may not be withdrawn for a period of sixty (60) days from the date of opening.

**Performance and Payment Bond:** The undersigned agrees, if awarded the Contract, to execute and deliver to the Architect prior to signing of the Contract, a satisfactory bond in the form attached, in an amount equal to the contract sum.

**EMPLOYER'S REGISTRATION:**

My employer's Registration/Number under the Social Security Act of the United States is \_\_\_\_\_

My employer's Registration/Number under the State of Louisiana is \_\_\_\_\_

NOTE: If the Bidder is a corporation, write state of incorporation under signature, and if a partnership, give full name of all partners.

Respectfully submitted,

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By



**Contract**

**For**

**Construction**

**Renovations To  
Edwards Warehouse  
Cox Communications, Inc.  
342 Edwards Avenue  
Harahan , Louisiana 70123**

MBA Project No. 9514



<b><u>CHAPTER 1 - BUILDER'S AGREEMENT</u></b> .....	<b>5</b>
<b><u>TIME FOR PERFORMANCE:</u></b> .....	<b>6</b>
<b><u>RECITALS</u></b> .....	<b>7</b>
<b><u>ARTICLE 1 - THE CONTRACT DOCUMENTS</u></b> .....	<b>7</b>
<b><u>ARTICLE 2 - NOTICES</u></b> .....	<b>8</b>
<b><u>ARTICLE 3 - COMPENSATION OF GENERAL CONTRACTOR</u></b> .....	<b>8</b>
<b><u>ARTICLE 4 - GENERAL CONTRACTOR'S SCOPE OF WORK</u></b> .....	<b>9</b>
<b><u>ARTICLE 5 - SPECIFIC INSURANCE REQUIREMENTS</u></b> .....	<b>9</b>
<b><u>ARTICLE 6 - PERSONNEL, SUBCONTRACTOR, SUPPLIER AND CONSULTANT CHARTS</u></b> .....	<b>11</b>
<b><u>ARTICLE 7 - CONSTRUCTION SCHEDULE AND SPECIFIC BOND REQUIREMENTS</u></b> .....	<b>11</b>
<b><u>ARTICLE 8 - AMENDMENTS TO CHAPTER 1</u></b> .....	<b>12</b>
<b><u>APPENDIX A - GENERAL CONTRACTOR'S COMPENSATION SCHEDULE</u></b> .....	<b>13</b>
<b><u>APPENDIX B - GENERAL CONTRACTOR'S PERSONNEL CHART</u></b> .....	<b>14</b>
<b><u>APPENDIX C - GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS CHART</u></b> .....	<b>15</b>
<b><u>APPENDIX D - OWNER'S CONSULTANTS CHART</u></b> .....	<b>16</b>
<b><u>APPENDIX E - REQUEST FOR PROPOSAL</u></b> .....	<b>17</b>
<b><u>CHAPTER 2 - BUILDER'S REQUIRED SERVICES AND</u></b> .....	<b>21</b>
<b><u>GENERAL TERMS AND CONDITIONS</u></b> .....	<b>21</b>

**ARTICLE 1 - THE CONTRACT DOCUMENTS.....21**

**ARTICLE 2 - GENERAL CONTRACTOR’S REVIEWS AND EVALUATIONS.....22**

**ARTICLE 3 - GENERAL CONTRACTOR’S DUTIES, OBLIGATIONS AND RESPONSIBILITIES .....23**

**ARTICLE 4 - GENERAL CONTRACTOR’S PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS .....26**

**ARTICLE 5 - GOODS, PRODUCTS AND MATERIALS .....27**

**ARTICLE 6 - DOCUMENTS AND INFORMATION .....28**

**ARTICLE 7 - SUBMITTALS.....29**

**ARTICLE 8 - GENERAL CONTRACTOR’S INSPECTION OF AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK .....29**

**ARTICLE 9 - CHANGE ORDERS AND CHANGES TO THE WORK .....30**

**ARTICLE 10 - FINANCIAL CLAIMS AND LIENS.....32**

**ARTICLE 11 - OWNER’S CONSULTANT(S),PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION.....32**

**ARTICLE 12 - INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT .....34**

**ARTICLE 13 - GENERAL CONTRACTOR’S WARRANTIES AND GUARANTEES....37**

**ARTICLE 14 - OWNER’S DUTIES, OBLIGATIONS AND RESPONSIBILITIES ..... 39**

**ARTICLE 15 - GENERAL CONTRACTOR’S COMPENSATION .....39**

**ARTICLE 16 - SCHEDULE REQUIREMENTS .....43**

**ARTICLE 17 - LIQUIDATED DAMAGES.....45**

**ARTICLE 18 - CONCEALED AND UNFORESEEN CONDITIONS .....47**

**ARTICLE 19 - GENERAL CONTRACTOR'S RECORDS.....47**

**ARTICLE 20 - PROPRIETARY DOCUMENTS AND CONFIDENTIALITY .....48**

**ARTICLE 21 - GENERAL INSURANCE REQUIREMENTS .....48**

**ARTICLE 22 - GENERAL BOND REQUIREMENTS .....49**

**ARTICLE 23 - OWNER'S RIGHT TO STOP WORK.....50**

**ARTICLE 24 - TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION.....50**

**ARTICLE 25 - APPLICABLE LAW AND DISPUTE RESOLUTION .....54**

**ARTICLE 26 - DAMAGES AND REMEDIES .....54**

**ARTICLE 27 - MISCELLANEOUS PROVISIONS.....56**

**ARTICLE 28 - DEFINITIONS .....57**







## **RECITALS**

- A. The Owner intends to construct the Project and is engaging the General Contractor to perform certain labor, supervision and services and provide certain equipment, goods and materials for the Project.
- B. The Owner and General Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations.
- C. The Owner's engagement of the General Contractor is based upon the General Contractor's representations to the Owner that it (i) is experienced in the type of labor and services the Owner is engaging the General Contractor to perform; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iii) is qualified, willing and able to perform labor and services for the Project; and, (iv) has the expertise and ability to provide labor and services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- D. The Owner and General Contractor each acknowledges that it has reviewed and familiarized itself with this Contract For Construction, including the documents enumerated in ARTICLE 1, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### **ARTICLE 1 - THE CONTRACT DOCUMENTS**

- 1.1 The "Contract For Construction" between the parties is comprised of the following documents:
  - this "Chapter 1 - Builder's Agreement", including the foregoing recitals A. through D., and all attached documents and appendices;
  - "Chapter 2 - Builder's Required Services And General Terms and Conditions" and all attached documents and appendices, incorporated herein by reference;
- 1.2 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract For Construction.
- 1.3 The Owner shall furnish the General Contractor with ten (10) copies and one (1) reproducible copy of the Construction Documents required for the General Contractor's scope of the Work.

## ARTICLE 2 - NOTICES

- 2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if original is (i) hand delivered; (ii) delivered by telex, facsimile, or telecopy; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by telex, facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

## ARTICLE 3 - COMPENSATION OF GENERAL CONTRACTOR

- 3.1 The Owner shall pay and the General Contractor shall accept, as full and complete payment for the General Contractor's timely and complete performance of its obligations hereunder the fixed price of: (TBD)\_\_\_\_\_ (\$\_\_\_\_\_ ) Dollars. To be determined (TBD) as a Lump Sum Price. The Construction Contract Price shall be a Lump Sum Price, for all the Work, and includes the cost of all services, material and labor to complete the Work detailed in (or reasonably inferred from) the Contract Documents.
- 3.2 Within ten (10) calendar days after execution of this Contract For Construction, the General Contractor shall prepare and present to the Owner and the designated Professional, as Appendix A, the General Contractor's Compensation Schedule which includes, as applicable:
- A. Schedule Of Values for payment of the Construction Contract Price on a lump sum basis;
  - B. Time Schedule for payment of the Construction Contract Price on a lump sum basis.
- 3.3 Within thirty (30) calendar days after receipt by the Owner of the General Contractor's invoice, properly prepared pursuant to Article 15 of Chapter 2, the Owner shall pay to the General Contractor ninety percent (90%) of the total amount approved by a Professional, withholding the balance as retainage, unless there is a dispute about the amount of compensation due the General Contractor. The date on which payment is due shall be referred to as the "Payment Date".
- 3.4 For change orders directed by a Professional to be performed by the General Contractor on a time and materials basis pursuant to Paragraph 9.4.1 of Chapter 2, the General Contractor shall be reimbursed the actual incurred cost and expense plus a maximum markup of ten percent (10%) for the change order Work performed by its forces.
- 3.5 When additional Work by the General Contractor's subcontractors and suppliers is required and approved pursuant to Paragraph 9.4.3 of Chapter 2, the General Contractor shall be reimbursed the actual incurred costs and expenses paid to those subcontractors and suppliers, plus a markup of not more than 10 percent (10%).
- 3.6 If the General Contractor disputes a change order decision pursuant to Paragraph 9.6 of Chapter 2, it must give the Owner its written notice of dispute, including the reasons therefore, within ten (10) calendar days of the disputed decision.

## ARTICLE 4 - GENERAL CONTRACTOR'S SCOPE OF WORK

- 4.1 The General Contractor shall furnish or cause to be furnished, and pay for out of the Construction Contract Price, all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the Work in accordance with all of the terms and conditions of this Contract For Construction. The general nature of the scope of Work the General Contractor is to complete is briefly described as follows:

Includes the ***Renovations to Edwards Warehouse***, at 342 Edwards Avenue, Harahan, LA, as generally outlined in the REQUEST FOR PROPOSAL (RFP) attached hereto as APPENDIX E and made a part hereof, Any amendments executed by the Owner and the General Contractor hereafter.

## ARTICLE 5 - SPECIFIC INSURANCE REQUIREMENTS

- 5.1 The General Contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the state in which the Project is located, insurance policies containing the following selected types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the General Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:
- (i) Workers' Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the state in which the Project is located.
  - (ii) Commercial General Liability which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground, explosion and collapse hazard, and personal / advertising injury; and, (ii) names the Owner and the Owner's Related Parties as additional insureds, with per-occurrence limits of not less than one million (\$1,000,000) Dollars per loss.
  - (iii) Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with limits of not less than one million (\$1,000,000) Dollars, per accident for bodily injury and property damage, or one million (\$1,000,000) Dollars, combined single limit each accident.

(iv) Builder's Risk Insurance which (i) includes without duplication, but is not limited to, fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal; and, (ii) names the Owner and the Owner's Related Parties, with coverage for one hundred (100%) percent of the insurable value of the General Contractor's scope of the Work, and a per-claim deductible of \_\_\_\_\_ (**\$\_\_\_\_\_,000) Dollars.**

(v) Other Insurance

Umbrella Liability of five million (\$5,000,000) dollars each occurrence – combined single limit.

Property Floater covering full value of Contractor's tools and equipment

- 5.2 The Contractor shall not commence work until certificates of insurance have been submitted to Cox naming Cox and parties involved in ownership of the building as Additional Insureds (for General Liability and Auto Liability) and evidencing the following coverages which shall be maintained by the Contractor and each and every subcontractor at Contractor's sole expense at all times until after Cox's final acceptance of the Work and the expiration of the warranty period.
- 5.3 Policies will apply on a primary, non-contributing basis and will contain waivers of subrogation against any coverage held by Cox and shall have an endorsement for joint and several liability. All insurance carriers must have an A.M. Best rating of at least A-X, or the equivalent for insurers based outside the US. and Canada.
- 5.4 All policies required under this article 5 shall contain a clause or endorsement to the effect that this insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to at Attn: Donny Arseneaux, Cox Communications, Inc. 2121 Airline Drive, Metairie, Louisiana 70001. Written evidence of this clause or endorsement must be included on each certificate of insurance provided by Contractor's insurance agent."
- 5.5 Maintenance of insurance by the Contractor as described shall in no way be interpreted as relieving the Contractor of its obligations, responsibilities or liabilities under this Contract For Construction, and the Contractor may carry at its own expense, such additional insurance as it shall consider necessary.
- 5.6 The Contractor shall provide to Cox certificates of insurance for all required coverages prior to commencing with the Work. All insurance shall be issued by insurance carriers authorized to do business in the state where the Project is located and which shall be acceptable to Cox in all respects.

## **ARTICLE 6 - PERSONNEL, SUBCONTRACTOR, SUPPLIER AND CONSULTANT CHARTS**

- 6.1 The General Contractor shall prepare and attach as Appendix B to this Agreement the General Contractor's Personnel Chart which lists by name, job category and responsibility the General Contractor's primary employees who will work on the Project. The General Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 6.2 The General Contractor (i) shall prepare and attach as Appendix C to this Agreement the General Contractor's Subcontractors And Suppliers Chart which lists by name and general Project responsibility each subcontractor and supplier who will be utilized by the General Contractor to provide goods or services with respect to the Project; (ii) shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a reasonable, timely objection; and, (iii) shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 6.3 The Owner shall prepare and attach as Appendix D to this Agreement the Owner's Consultants Chart which lists by name and general duties each consultant retained by the Owner to provide services with respect to the Project. The Owner reserves the right to engage any other consultants which it may deem necessary or desirable.

## **ARTICLE 7 - CONSTRUCTION SCHEDULE AND SPECIFIC BOND REQUIREMENTS**

- 7.1 The General Contractor shall, not less than ten (10) calendar days after execution of this Contract For Construction, prepare and submit a proposed Construction Schedule to the Owner and the designated Professional for their review and acceptance pursuant to Paragraph 16.1 of Chapter 2.
- 7.2 Surety Bond Requirements:
  - 7.2.1 The General Contractor shall be required to provide payment and performance bonds. The amount of the premiums for such bonds shall be included in the Construction Contract Price.

**ARTICLE 8 - AMENDMENTS TO CHAPTER 1**

8.1 The following additions to, deletions from and/or modifications to the specifically referenced articles and paragraphs of Chapter 1 shall take precedence over the provisions of those referenced articles and paragraphs as follows:

Cox Communications Louisiana, LLC  
("Owner")

\_\_\_\_\_  
("General Contractor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[Insert Corporate Seal If Required]*



**APPENDIX B - GENERAL CONTRACTOR'S PERSONNEL CHART**

**APPENDIX C - GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS  
CHART**

## APPENDIX D - OWNER'S CONSULTANTS CHART

## APPENDIX E - REQUEST FOR PROPOSAL

September 25, 2003

(General Contractor)

RE: GENERAL CONTRACTOR REQUEST FOR PROPOSAL

Dear :

We are inviting you to indicate interest in assisting us with the forthcoming renovation of for the Cox Communications New Orleans, Inc office. The scope of services that we require and highlights of our project schedule are attached.

Please send copies of your proposal as follows to be received in our offices no later than Friday, October 3, 2003:

Two copies to:

Donny Arceneaux  
Cox Communications, Inc.  
2121 Airline Drive  
Metairie, LA 70001

Two copies to:

Greg Bicket  
Cox Communications, inc.  
2121 Airline Drive  
Metairie, LA 70001

We hope this RFP is clear about what we expect in your proposal. If you have any questions about the RFP, please direct them to Donny Arseneaux, telephone: 504-304-2245.

We appreciate your interest and look forward to your response.

Very truly yours,

**Donny Arceneaux**

## Project Requirements

*The following outlines the general project requirements. Your proposal shall respond to the requirement as listed herein and provide all information as requested below.*

### I. General Information

New parking area and driveways at the 2121 Airline Drive facility.

### II. Construction Phase

- A. Provide qualified personnel to supervise and coordinate field activities and interface with building operations.
- B. Inspect work to ensure a high level of quality control.
- C. Implement a comprehensive safety program including complete compliance with OSHA regulations.
- D. Attend regular (weekly) job progress meetings, write and issue meeting minutes.
- E. Implement, monitor and enforce subcontractor contracts and insurance requirements.
- F. Review and distribute document changes, preparations of contract change orders and negotiation on behalf of the client all extra work with subcontractors. Implement and update a project change order log and tracking system.
- G. Implement, analyze and update a cost control and tracking procedure for the project.
- H. Review, submit and process subcontractor submittals and shop drawings.
- I. Review and prepare monthly construction billings for "pencil review" meeting, revise according to comments and submit properly prepared billings within project deadlines.
- J. The successful contractor will be required to execute a Cox contract (see enclosed sample).
- K. Cooperate fully with any and all Cox subcontractors employed to perform work on the site (e.g. telephone company, cabling firm, etc.)

### III. Project Close-Out

- A. Receive, review and distribute punch list. Ensure that, except for backordered items, all punch list items will be completed within one week.

- B. Within two (2) weeks of move-in, assemble and submit all required guarantees as-built documents and warranties.
- C. Close out all subcontractors and general contract in a timely fashion.
- D. Assist and attend to client move-in needs.
- E. Provide additional material "attic stock" if required by the construction documents and specifications.
- F. Follow-up on all warranty claims during initial occupancy period.

## FINAL CLEANING REQUIREMENTS

In addition to general broom cleaning, the Contractor shall perform the following final cleaning for all trades at completion of the Work:

- The Contractor shall strictly adhere to the manufacturers' recommendations and instructions for storing, applying, installing, testing, connecting, erecting, using, cleaning, and conditioning all products, materials and equipment.
- Clean all horizontal and vertical surfaces of fixtures, cabinet work, interior glazing, walls, ceilings and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition.
- Clean any steel, aluminum or other metal surfaces in accordance with recommendations of the manufacturer.
- Clean, vacuum and remove debris from carpets and all floor coverings in accordance with manufacturer's recommendation.
- Clean exterior windows and mini-blinds.
- In accordance with requirement outlined by architect and as directed by owner.

Contractor shall provide, as part of the Work, an extra set of air handling unit filters to be used for replacements of the base building filters. These filters will be installed at The Owner's occupancy or when necessary to insure that the base Building system is allowed to function properly. These filters will match the base building filters in all respects.

**CONTRACT FOR CONSTRUCTION  
CHAPTER 2 - BUILDER'S REQUIRED SERVICES AND  
GENERAL TERMS AND CONDITIONS**

**ARTICLE 1 - THE CONTRACT DOCUMENTS**

- 1.1 **Additional Sets Of Documents:** Any additional copies of Construction Documents required by the General Contractor for execution of its scope of the Work shall be made by the General Contractor at its cost and expense from the reproducible set(s) furnished by the Owner.
- 1.2 **Return Of Documents To Owner:** The General Contractor shall return to the Owner the reproducible set(s) and all copies of Construction Documents upon final acceptance of the Work or termination of this Contract For Construction, whichever occurs first.
- 1.3 **Electronic Media:** The General Contractor may request that the Construction Documents required by the General Contractor for its scope of the Work be furnished to it on electronic media. To the extent that such documents are available on electronic media, the General Contractor will be furnished one (1) set of the requested information on electronic media. Any additional electronic copies of Construction Documents required by the General Contractor for execution of its scope of the Work shall be made by the General Contractor at the General Contractor's cost and expense. The General Contractor shall return one copy of electronic Construction Documents to the Owner upon final acceptance of the Work or termination of this Contract For Construction, whichever occurs first, and shall destroy all remaining electronic copies of the documents within its possession.
- 1.4 **Minimum Requirements:** In every case, requirements established by the Construction Documents shall be considered as the minimum which will be accepted. Workmanship and materials shall be installed in accordance with the accepted standards of the specific trade, as defined by the applicable recognized trade associations. In the event of a conflict between these trade standards and the Contract Documents, the workmanship and materials shall be employed or installed in accordance with the higher standard.
- 1.5 **Owner Disclaimer Of Warranty:** The Owner has requested that the Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the General Contractor concerning such documents. The General Contractor hereby acknowledges and represents that it has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.
- 1.6 **Conflicts In Documents:** In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract For Construction, the following shall control:

- 1.6.1 As between figures given on plans and scaled measurements, the figures shall govern;
- 1.6.2 As between large scale plans and small scale plans, the large scale plans shall govern;
- 1.6.3 As between plans and specifications, the requirements of the specifications shall govern;
- 1.6.4 As between this document and the plans, specifications, general conditions or general requirements, this document shall govern.
- 1.7 **Shop Drawings And Submittals:** Shop drawings and other submittals from the General Contractor or its subcontractors and suppliers do not constitute a part of this Contract For Construction.
- 1.8 **Contract Changes:** The General Contractor understands and agrees that this Contract For Construction cannot be changed except as provided herein. No act, omission or course of dealing by the parties shall alter the requirement that modifications of this Contract For Construction can be accomplished only by written documents signed by the parties.

## **ARTICLE 2 - GENERAL CONTRACTOR'S REVIEWS AND EVALUATIONS**

- 2.1 **Sufficiency Of Construction Documents:** Prior to submission of bid, if any, but in all events prior to signing this Contract For Construction, the General Contractor has received and carefully reviewed and evaluated the Construction Documents applicable to its scope of the Work and agrees that the Construction Documents applicable to its scope of the Work are complete, accurate, adequate, consistent, coordinated and sufficient for bidding, negotiating, costing, pricing and construction of its scope of the Work.
  - 2.1.1 The General Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the Owner and the Professional(s) about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and, (ii) variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.
  - 2.1.2 If the General Contractor performs any Work which it knows or should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the General Contractor shall be responsible for the consequences of such performance.
- 2.2 **Sufficiency Of Site Conditions:** Prior to submission of bid, if any, but in all events prior to signing this Contract For Construction, the General Contractor has
  - (i) visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and,

- (ii) reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of its scope of the Work.
- (iii) In addition, if the General Contractor's scope of the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the General Contractor has also
- (iii) reviewed all available as-built and record drawings, plans and specifications; and,
- (iv) thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of bid, if any, but in all events prior to signing this Contract For Construction.

Claims resulting from the General Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

### **ARTICLE 3 - GENERAL CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

- 3.1 **Performance Of Work:** The General Contractor shall supervise and complete its obligations under this Contract For Construction using its best skill and attention. The General Contractor shall furnish management, supervision, coordination, labor and services which (i) expeditiously, economically and properly completes its scope of the Work; (ii) comply with the requirements of this Contract For Construction; and, (iii) are performed in a workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity and cost to the Project.
  - 3.1.1 The General Contractor shall not damage, endanger, compromise or destroy any part of the Project or the Site, including by way of example and not limitation, work being performed by others on the Site, monuments, stakes, bench marks and other survey points, utility services, and existing features or structures on the Site. Should the General Contractor damage, compromise or destroy any part of the Project or the Site, the General Contractor shall be fully and exclusively responsible for and bear all costs associated therewith.
  - 3.1.2 All services rendered by the General Contractor for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.
  - 3.1.3 The General Contractor shall, in the course of providing its scope of the Work cooperate and communicate with the Owner and all other persons or entities as required for satisfactory completion of the Project.
  - 3.1.4 The General Contractor understands and acknowledges that the Work referred to in this Contract For Construction may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same Site. The General Contractor shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the Site.

3.2 **Compliance With Governmental Requirements:** The General Contractor shall

- (i) comply with all applicable laws, statutes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;
- (ii) prepare and file documents required to obtain and obtain all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work; and,
- (iii) give all notices required of it by governmental authorities relating to the Project.

3.3 **Safety:** Safety shall be a prime concern of the General Contractor at all times. The General Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing its scope of the Work, including Site safety and safety precautions and programs.

3.4 **Concurrent Records:** For any period in which it is engaged in activities on the Site, the General Contractor shall, concurrently with its performance, maintain detailed records of activities on the Site.

3.5 **As-Built Drawings:** The General Contractor shall maintain at the Site one copy of all drawings, specifications, addenda, approved shop drawings, change order, submittals, and other modifications in good order and accurately marked depicting all changes as they occur during construction. The as-built drawings shall be available at all times to the Owner, the Professional(s), and the Owner's consultants, including quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the General Contractor shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.

3.6 **Bribes And Kick-Backs:** The General Contractor shall not by any means:

- (i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- (ii) confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised;
- (iii) offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
- (iv) without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

3.7 **Quality Control And Testing:** Unless otherwise provided in this Contract For

Construction, the Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Construction Documents. The General Contractor shall be responsible for the coordination of all tests and inspections and shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of Work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found.

- 3.8 **Incident Reporting:** The General Contractor shall immediately notify the Owner and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.
- 3.9 **Hazardous Substances:** The General Contractor shall immediately notify the Owner and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes, aware or suspects. If the General Contractor encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the General Contractor shall (i) immediately stop performance of Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the Owner; and, (v) take any other steps necessary to protect life and health.
- 3.10 **Owner's Use of and Access to the Site:** The General Contractor shall perform its scope of the Work so as not to interrupt any operations of the Owner on the Site.
- 3.10.1 The General Contractor understands and acknowledges that the Owner may need access to or use of certain areas of the Site or Work prior to the General Contractor's achievement of Substantial Completion, and that such occupancy, access or use shall not constitute the Owner's acceptance of any Work.
- 3.10.2 The General Contractor shall not enter any Owner-occupied area of the Site or Structure unless first approved and scheduled by the Owner. The General Contractor understands and acknowledges that the Owner may incur damages if the Owner's operations on the Site are interrupted or impaired as a result of the Work.
- 3.10.3 The General Contractor shall afford the Owner's own forces, and other consultants, trade contractors, subcontractors and suppliers, access to the Site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents.
- 3.11 **Site Control And Cleanup:** During construction, the General Contractor shall maintain good order on the Site and shall periodically remove from the Site all construction debris. Upon completion of the Work, the General Contractor shall remove from the Site all construction materials and waste, rubbish, other debris, equipment, sheds and similar items related to, produced by or required for its scope of the Work. All materials shall be handled and disposed of in accordance with all applicable laws. No final payment will

be made to the General Contractor until satisfactory final clean-up is accomplished and inspection is made by the Owner and the Professional(s), accompanied by the General Contractor. In the event that the Owner has to engage in clean-up activities at any time during the construction period, the full cost of the clean-up shall be deducted from moneys due the General Contractor, and the General Contractor shall promptly pay any deficiency amount to Owner.

- 3.12 **Advertising Prohibition:** The General Contractor shall not, without the express written permission of the Owner, use the fact that the General Contractor is providing goods or services to the Owner or for the Project in any advertising or promotional material, including Site signage.
- 3.13 **Commissioning:** The General Contractor shall, through the Owner's Representative, schedule and coordinate all equipment and systems start-ups and Project commissioning within its scope of the Work.
  - 3.13.1 The General Contractor shall provide the Owner with operation and maintenance manuals and other operational documentation not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to allow adequate time for training prior to commissioning and the Owner's occupancy of the Project.
  - 3.13.2 The General Contractor shall meet with the Owner's personnel not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to familiarize and train them with respect to maintenance and use of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

#### **ARTICLE 4 - GENERAL CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS**

- 4.1 **Project Staffing:** The General Contractor shall staff the Project with qualified and designated individuals and entities responsible for its obligations and performance.
  - 4.1.1 The General Contractor shall name a representative (the "Builder's Representative") to serve as its primary communication contact with the Owner and the Professional(s).
  - 4.1.2 The General Contractor shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The General Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.
  - 4.1.3 The General Contractor shall immediately remove from the Site, for the duration of the Project, any person making an inappropriate racial, sexual or ethnic comment, statement or gesture toward any other individual.
  - 4.1.4 The General Contractor shall immediately remove from the Site, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.
- 4.2 **Subcontractor / Supplier Contracts:** The General Contractor shall enter into written

contracts with its subcontractors and suppliers, if any, and those written contracts shall be consistent with this Contract For Construction. It is the intent of the Owner and the General Contractor that the obligations of the General Contractor's subcontractors and suppliers, if any, inure to the benefit of the Owner and the General Contractor, and that the Owner be a third-party beneficiary of the General Contractor's agreements with its subcontractors and suppliers.

- 4.2.1 The General Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract For Construction, including those portions of the Construction Documents to which the subcontractor, or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.
- 4.2.2 The General Contractor shall engage each of its, subcontractors and suppliers with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The General Contractor's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract For Construction, and upon request of the Owner, the General Contractor's subcontractors and suppliers will perform services for the Owner pursuant to the terms of this Contract For Construction.
- 4.2.3 The General Contractor shall include in its agreements with its subcontractors and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract For Construction that are included by reference in its written contract with the General Contractor, and that it will abide by those terms, conditions and requirements.
- 4.3 **Resolution Of Trade Disputes:** The General Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

## ARTICLE 5 - GOODS, PRODUCTS AND MATERIALS

- 5.1 **Quality Of Materials:** The General Contractor shall furnish goods, products, materials, equipment and systems which
- (i) comply with this Contract For Construction;
  - (ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;
  - (iii) are new (unless otherwise specified or permitted) and without damage;
  - (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
  - (v) are merchantable;
  - (vi) are free from defects; and,
  - (vii) beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction

## Documents.

- 5.2 **Installation And Use Of Materials:** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case the General Contractor shall so inform the Owner and the appropriate Professional and shall proceed as directed by that Professional, unless otherwise directed by the Owner. The General Contractor shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Construction Documents for its scope of the Work.
- 5.3 **Unsuitable Materials:** With respect to goods, products, materials, equipment or systems which the General Contractor knows or should have known are unsuitable or unavailable at the time of bid submission, no claim with respect to the unsuitability or unavailability of such goods, products, materials, equipment or systems will be entertained unless such a claim, stating proposed alternatives, was made in writing and submitted prior to or with the original bid. Approval by the Owner and a Professional of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by the Owner and that Professional if such items should be defective or not as previously represented. Should the General Contractor furnish any approved goods, products, materials, equipment or systems different from or in addition to those required by the Construction Documents which require supplemental materials or installation procedures different from or in addition to those required for specified items, the General Contractor shall provide such at no increase in the Construction Contract Price.
- 5.4 **Security For Work In Progress:** The General Contractor shall provide its own security for its Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

## ARTICLE 6 - DOCUMENTS AND INFORMATION

- 6.1 **Information From Owner:** The Owner shall provide the General Contractor with information reasonably necessary to assist the General Contractor in performing its services including, if applicable:
- (i) the Site legal description and any required survey;
  - (ii) all written and tangible material in its possession concerning conditions below ground at the Site;
  - (iii) if the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications and structure system information with respect to such structure; and,
  - (iv) the Owner's pertinent Project dates and key milestone dates.

- 6.2 **Resolution Of Questions:** The General Contractor shall resolve all questions concerning the Construction Documents with the Professional who has prepared the documents.
- 6.3 **Sufficiency Of Owner Information:** The furnishing of information by the Owner to the General Contractor shall not relieve the General Contractor of responsibilities contained elsewhere in this Contract For Construction to evaluate information and documents provided by the Owner and the General Contractor shall timely notify the Owner in writing of any additional information needed or services required from the Owner in order for the General Contractor to perform its scope of the Work.

## ARTICLE 7 - SUBMITTALS

- 7.1 **Submittal Schedule:** The General Contractor shall timely prepare and transmit to the designated Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and, (iii) set forth specific dates for submission of the listed submittals. The General Contractor shall review and approve all submittals prior to submission to a Professional.
- 7.2 **Processing Of Submittals:** The General Contractor shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed by the General Contractor until such approval has been given.
- 7.2.1 A Professional is responsible to the Owner, but not to the General Contractor, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Contract For Construction.
- 7.2.2 The General Contractor shall perform all Work in accordance with approved submittals. Approval of the General Contractor's submittals by a Professional shall not relieve the General Contractor from complying with this Contract For Construction, including all plans and specifications, except as changed by Change Order.

## ARTICLE 8 - GENERAL CONTRACTOR'S INSPECTION OF AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

- 8.1 **Rejection And Correction Of Work In Progress:** During the course of Project, the General Contractor shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 8.1.1 The General Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not

fabricated, installed or completed. The General Contractor shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

- 8.1.2 The General Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or other trade contractors or subcontractors caused by the General Contractor's correction or removal of rejected Work.
- 8.2 **Covered Or Concealed Work:** If a portion of its scope of the Work has been covered, the General Contractor shall, if notified to do so by the Owner or a Professional, uncover the designated portion for observation and then replace it.
  - 8.2.1 If the designated portion of the Work was covered contrary to the request of the Owner or the Professional, or to requirements specifically expressed in the Construction Documents, the General Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.
  - 8.2.2 If the designated portion of the Work was covered prior to a specific request by the Owner or the Professional that it remain uncovered, the General Contractor shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

## **ARTICLE 9 - CHANGE ORDERS AND CHANGES TO THE WORK**

- 9.1 **Change Order Requests:** Any party to the construction process may request changes to the Work, compensation or applicable schedules.
  - 9.1.1 With respect to such requests for changes by the General Contractor, the General Contractor shall prepare and submit a change order request to the designated Professional.
  - 9.1.2 With respect to requests for changes by parties other than the General Contractor, the General Contractor shall promptly review and respond to change order requests submitted by a Professional.
  - 9.1.3 When requested to do so, the General Contractor shall prepare and submit to a Professional drawings, specifications or other data in support of a change order request.
  - 9.1.4 Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes in the course of the project.
- 9.2 **Owner-Directed Changes:** The Owner may unilaterally direct the General Contractor to implement changes in the Work so long as the Work the Owner is requiring is not outside of the general scope of this Contract For Construction and the General Contractor, upon written direction from the Owner, shall proceed with such change.

- 9.2.1 A Professional, without the Owner's prior approval, may authorize or direct the General Contractor to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, Project scope, or approved design elements, and the General Contractor shall promptly carry out such changes. Any such minor changes shall be implemented by written field order and executed by the General Contractor.
- 9.3 **Administration Of Changes:** A Professional will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
- 9.4 **Compensation For Changes:** With respect to all change order requests involving credit to the Owner or additional compensation to the General Contractor, the General Contractor shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the scope of the Work involved in the proposed change; and, (iv) provide a reasonable price quotation to the designated Professional.
- 9.4.1 If price quotations for change order requests are determined by the Professional to be unreasonable, the General Contractor shall, in writing, justify said quotations or provide additional back-up materials. If after review of the additional information the Professional determines the quotation is unreasonable, the Owner may require the General Contractor to perform the subject Work on a time and material basis.
- 9.4.2 The General Contractor shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Contract for Construction, and shall not be entitled to additional reimbursement for its home office, other non-job site or indirect overhead expenses, or tools necessary for construction.
- 9.4.3 It is the responsibility of the General Contractor to review and approve all pricing of additional work required of its subcontractors and suppliers.
- 9.5 **Performance Of Changes:** Upon receipt of a field order or change order the General Contractor shall proceed to promptly perform the change in the Work. All changes in the Work shall be performed under applicable conditions of the Construction Documents.
- 9.6 **Disputes Regarding Changes:** If the General Contractor disputes a decision (i) that a change has occurred; (ii) whether a change in the work will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the General Contractor shall nevertheless carry out the change if directed so to do by Owner. The General Contractor will not prejudice any claim that it may have with respect to that change so long as the General Contractor notifies the Owner in writing that it is disputing a decision and states the reasons for its dispute. Failure, however, to notify the Owner in writing shall constitute the General Contractor's waiver of any claim resulting from the change.
- 9.6.1 In the event a change order request is approved by the Owner in the absence of an agreement with the General Contractor as to cost, time, or both, the appropriate

Professional will (i) receive and maintain all documentation pertaining thereto required of the General Contractor; (ii) examine such documentation on the Owner's behalf; (iii) take such other action as may be reasonably necessary or as the Owner may request; and, (iv) make a written recommendation to the Owner concerning any appropriate adjustment in the construction cost or time.

- 9.7 **Necessity For Signed Writing:** No act, omission or course of dealing shall alter the requirement that change orders shall be in writing and signed by the Owner, and that change orders are the exclusive method for effecting any adjustment to the General Contractor's compensation or applicable schedules. The General Contractor understands and agrees that neither its compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

## **ARTICLE 10 - FINANCIAL CLAIMS AND LIENS**

- 10.1 **Notification Regarding Liens:** The General Contractor shall immediately notify the Owner and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, builder's trust fund claims, or claims of any type made by anyone against the Owner, the Professional(s), the General Contractor or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work.
- 10.2 **Discharge Of Liens:** The General Contractor shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant, the General Contractor shall, within a reasonable period of time, but in no event less than fourteen (14) calendar days after request and at its own cost, promptly obtain discharge and release of such lien or claim by filing the appropriate bond. If the General Contractor fails to have any such lien or claim discharged and released, or fails to file the appropriate bond, the Owner shall have the right to pay all sums necessary to obtain such a discharge and release, and the General Contractor shall bear all expenses incurred by the Owner in so doing.

## **ARTICLE 11 - OWNER'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION**

- 11.1 **Owner's Designated Professional Representative:**
- 11.2 The Professional so designated will (i) be the Owner's design representative during performance of the Work; (ii) consult with and advise the Owner on all design and technical matters; (iii) be the Owner's representative in dealing with the General Contractor on all such matters; and, (iv) administer this Contract For Construction.
- 11.2.1 Unless otherwise directed by the Owner, the Owner and the General Contractor shall communicate with each other in the first instance through the designated Professional. The Owner's instructions to the General Contractor will be issued through the designated Professional.
- 11.2.2 The designated Professional will act as initial interpreter of the requirements of this

Contract For Construction and as the Owner's advisor on claims.

- 11.3 **Professional Site Visits:** The Professional(s) will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Contract For Construction, including approved shop drawings and other submittals; (ii) the Construction Schedule; and, (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 11.4 **Professional Rejection Of Work:** The Professional(s) or Owner may disapprove or reject Work which does not comply with (i) this Contract For Construction including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 11.5 **Professional Evaluations:** The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Contract For Construction and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work which does not conform to and comply with testing requirements.
- 11.5.1 The Professional(s) or Owner may require inspection or testing of any Work in addition to that required by this Contract For Construction or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).
- 11.6 **Professional Submittal Activities:** The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Contract For Construction; and, (iii) the Owner's budgeted Total Project Construction Cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The General Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing its scope of the Work.
- 11.7 **Professional Interpretations:** A Professional will, when requested to do so in writing by the General Contractor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Contract For Construction or Owner's instructions.

- 11.8 **Professional Change Order Activities:** The Professional(s) will consult with and advise the Owner concerning, and will administer and manage, all change order requests and change orders on behalf of the Owner.
- 11.9 **Professional Pay Application Activities:** The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the General Contractor and shall authorize payment by the Owner to the General Contractor in writing. After the General Contractor's scope of the Work is determined to be finally complete and the Professional determines that the General Contractor has completed its scope of the Work, the Professional will determine whether the General Contractor is entitled to final payment, and if so will so certify to the Owner in writing.
- 11.10 **Professional Relationship To General Contractor:** The duties, obligations and responsibilities of the General Contractor under this Contract For Construction shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The General Contractor shall not be a third-party beneficiary of any agreement by and between the Owner and any Professional. The duties of the General Contractor to the Owner shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the Owner.

## **ARTICLE 12 - INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT**

- 12.1 **Substantial Completion:** Substantial Completion of the General Contractor's Work shall be deemed to have occurred on the later of the dates that the General Contractor's Work passes a Substantial Completion inspection, and the General Contractor has produced required Substantial Completion documentation and items.
- 12.1.1 When the General Contractor believes that its Work is substantially complete, it shall notify the Owner and the appropriate Professional that its Work is ready for a Substantial Completion inspection.
- 12.1.2 At or prior to the substantial completion inspection, the General Contractor will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum must:
- (i) contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the Owner and the General Contractor responsibility for security, utilities, damage to the Work and insurance;
  - (ii) include a list of items to be completed or corrected and state the time within which the General Contractor will complete or correct listed items; and,
  - (iii) contain signature lines for the Owner, the General Contractor and the Professional.
- 12.1.3 Upon receipt of notification from the General Contractor the appropriate Professional will coordinate with the Owner and the General Contractor a date for inspection of the Work to determine whether the Work is substantially complete.

- 12.1.4 At inspection(s) to determine whether the General Contractor's Work is substantially complete, the Professional will:
- (i) inspect the General Contractor's Work;
  - (ii) list additional items to be completed or corrected; and,
  - (iii) determine, in consultation with the Owner, whether Substantial Completion of the General Contractor's Work has occurred.
- 12.1.5 If the General Contractor's Work is determined not to be substantially complete, the General Contractor shall continue to prosecute the Work until the Work is substantially complete and the inspection process shall be repeated at no additional cost to the Owner until the Work is determined to be substantially complete.
- 12.1.6 On or prior to the required date of Substantial Completion, the General Contractor shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the Owner's occupancy and use of the Work for its intended purpose. The Professional will obtain and review Substantial Completion documentation and items, and will inform the General Contractor of any deficiencies.
- 12.1.7 When the Owner, the General Contractor and the appropriate Professional agree that the General Contractor's Work has passed the Substantial Completion inspection and the General Contractor has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and time line for the completion of Work needing completion and correction.
- 12.2 **Final Completion:** Notwithstanding anything contained herein to the contrary, the Owner and the General Contractor agree that Final Completion of the General Contractor's Work shall not be deemed to have occurred hereunder until: (i) the Work has been finally completed in accordance with the Contract Documents; (ii) all of the duties and obligations of the General Contractor under this Contract (other than warranty obligations which survive Final Completion have been fully and completely performed; (iii) the General Contractor has delivered to the Owner a final contractor's affidavit, in form and substance satisfactory to the Owner, which is effective under the applicable statutes to dissolve as a matter of law all liens or claims of lien for labor or services performed or rendered, or materials supplied or furnished in connection with the Work and which provides that such affidavit shall be effective upon the receipt by the General Contractor of final payment; and (iv) the General Contractor has obtained and delivered to the Owner all certificates, licenses and permits required for the use or occupancy of the Project issued by all governmental agencies or departments having jurisdiction of the Project for which the General Contractor is responsible. Without limiting the foregoing, Final Completion shall not be deemed to have occurred and no final payment shall be due the General Contractor until the General Contractor has passed the Final Completion inspection and the General Contractor has produced all required Final Completion close-out documentation and items.

